0001628280-24-04633610-Q NextDecade Corp. 20241107202411071632531632541632541632541

construction and development activities related to the liquefaction of natural gas and sale of LNG and the capture and storage of CO2 emissions. We are constructing a natural gas liquefaction and export facility located in the Rio Grande Valley in Brownsville, Texas (the â€œRio Grande LNG Facilityâ€). The Rio Grande LNG Facility has received Federal Energy Regulatory Commission (â€œFERCâ€) approval and Department of Energy (â€œDOEâ€) FTA and non-FTA authorizations for the construction of five liquefaction trains and LNG exports totaling 27Â million tonnes per annum (â€œMTPAâ€). The Rio Grande LNG Facility has three liquefaction trains and related infrastructure (â€œPhase 1â€) under construction while liquefaction trains 4 and 5 are currently in development. We are also developing and seeking to commercialize potential carbon capture and storage (â€œCCSâ€) projects. On August 6, 2024, the U.S. Court of Appeals for the D.C. Circuit (the â€œCourtâ€) issued a decision vacating the FERCâ€™s reauthorization of the Rio Grande LNG Facility on the grounds that the FERC should have issued a supplemental Environmental Impact Statement (â€œEISâ€) during its remand process. The Court's decision will not be effective until the Court has issued its mandate, which is not expected to occur until after the appeals process has been completed. At this time, construction continues on Phase 1 at the Rio Grande LNG Facility.The accompanying unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (â€œGAAPâ€) for interim financial information and with Rule 10-01 of Regulation S-X. Accordingly, they do not include all the information and disclosures required by GAAP for complete financial statements and should be read in conjunction with the consolidated financial statements and accompanying notes included in our Annual Report on Form 10-K for the year ended DecemberÂ 31, 2023. In our opinion, all adjustments, consisting only of normal recurring items, which are considered necessary for a fair presentation of the unaudited consolidated financial statements, have been included. The results of operations for the three and nine months ended SeptemberÂ 30, 2024 are not necessarily indicative of the operating results for the full year.Certain reclassifications have been made to conform prior period information to the current presentation. The reclassifications did not have a material effect on the Companyâ€™s financial position, results of operations or cash flows.The Company has incurred operating losses since its inception and management expects operating losses and negative cash flows to continue until the commencement of operations at the Rio Grande LNG Facility and, as a result, the Company will require additional capital to fund its operations and execute its business plan. As of SeptemberÂ 30, 2024, the Company had $38.2 million in cash and cash equivalents which may not be sufficient to fund the Companyâ€™s planned operations and development activities through one year after the date the consolidated financial statements are issued. Accordingly, there is substantial doubt about the Companyâ€™s ability to continue as a going concern. The analysis used to determine the Companyâ€™s ability to continue as a going concern does not include cash sources outside of the Companyâ€™s direct control that management expects to be available within the next twelve months.The Company plans to alleviate the going concern issue by obtaining sufficient funding through additional equity, equity-based or debt instruments or any other means and by managing certain operating and overhead costs. The Companyâ€™s ability to raise additional capital in the equity and debt markets, should the Company choose to do so, is dependent on a number of factors, including, but not limited to, the market demand for the Companyâ€™s equity or debt securities, which itself is subject to a number of business risks and uncertainties, as well as the uncertainty that the Company would be able to raise such additional capital at a price or on terms that are satisfactory to the Company. In the event the Company is unable to obtain sufficient additional funding, there can be no assurance that it will be able to continue as a going concern.These consolidated financial statements have been prepared on a going concern basis and do not include any adjustments to the amounts and classification of assets and liabilities that may be necessary in the event the Company can no longer continue as a going concern.6Table of Contents Note 2 â€” Property, Plant and EquipmentProperty, plant and equipment consisted of the following (in thousands):September 30,2024December 31,2023Rio Grande LNG Facility under construction$4,317,113Â $2,431,389Â Corporate and other13,628Â 7,518Â Total property, plant and equipment, at cost4,330,741Â $2,438,907Â Less: accumulated depreciation(1,365) (1,174)Total property, plant and equipment, net$4,329,376Â $2,437,733Â Note 3 â€” DerivativesIn July 2023, Rio Grande entered into interest rate swaps agreements (the â€œSwapsâ€) to protect against interest rate volatility by hedging a portion of the floating-rate interest payments associated with the credit facilities described in Note 6 â€” Debt. In June 2024, Rio Grande reduced the maximum notional amount associated with the Swaps by approximately $583.1Â million, which resulted in a realized derivative gain of $30.9Â million. As of SeptemberÂ 30, 2024, Rio Grande has the following Swaps outstanding (in thousands):Initial Notional AmountMaximum Notional AmountMaturity (1)Weighted Average Fixed Interest Rate PaidVariable Interest Rate Received$123,000Â $7,916,900Â 20483.4Â %USD - SOFR(1) Swaps have an early mandatory termination date in July 2030.The Company values the Swaps using an income-based approach based on observable inputs to the valuation model including interest rate curves, risk adjusted discount rates, credit spreads and other relevant data. The net fair value of the Swaps is approximately $56.0Â million as of SeptemberÂ 30, 2024, and is classified as Level 2 in the fair value hierarchy.Note 4 â€” Leases The Company commenced the Rio Grande LNG Facility site lease on July 12, 2023 and it has an initial term of 30 years. The Company has the option to renew and extend the term of the lease for up to two consecutive renewal periods of ten years each, but as the Company is not reasonably certain that those options will be exercised, none are recognized as part of our right of use assets and lease liabilities. The Company has also entered into an office space lease which expires on December 31, 2035, and does not include any options for renewal.For the three months ended September 30, 2024 and 2023, our operating lease costs were $2.6Â million and $2.6Â million, respectively. For the nine months ended September 30, 2024 and 2023, our operating lease costs were $8.2Â million and $3.3Â million, respectively.7Table of Contents Maturity of operating lease liabilities as of SeptemberÂ 30, 2024 are as follows (in thousands, except lease term and discount rate):2024 (remaining)$1,912Â 20257,623Â 20269,522Â 20279,565Â 20289,609Â Thereafter199,242Â Total undiscounted lease payments237,473Â Discount to present value(89,998)Present value of lease liabilities$147,475Â Weighted average remaining lease term - years27.0Weighted average discount rate - percent4.1Â Other information related to our operating leases is as follows (in thousands):Nine Months Ended September 30,20242023Operating cash flows for amounts paid included in the measurement of operating lease liabilities$6,126Â $968Â Noncash right-of-use assets recorded for operating lease liabilities during the periodâ€”Â 147,829Â Note 5 â€” Accrued Liabilities and Other Current LiabilitiesAccrued expenses and other current liabilities consisted of the following (in thousands):September 30,2024December 31,2023Rio Grande LNG Facility costs$307,652Â $268,821Â Accrued interest4,081Â 20,392Â Employee compensation expense11,008Â 9,270Â Professional services5,400Â â€”Â Other accrued liabilities2,888Â 7,632Â Total accrued and other current liabilities$331,029Â $306,115Â 8Table of Contents Note 6 â€” DebtDebt consisted of the following (in thousands):September 30,2024December 31,2023Senior Secured Notes and Loans:6.67% Senior Secured Notes due 2033$700,000Â $700,000Â 6.72% Senior Secured Loans due 2033356,000Â 356,000Â 7.11% Senior Secured Loans due 2047251,000Â 251,000Â 6.85% Senior Secured Notes due 2047190,000Â â€”Â 6.58% Senior Secured Notes due 20471,115,000Â â€”Â Total Senior Secured Notes and Loans2,612,000Â 1,307,000Â Credit Facilities:Â Â CD Senior Working Capital Facilityâ€”Â â€”Â CD Credit Facility522,000Â 484,000Â TCF Credit Facility178,000Â 59,000Â Corporate Credit Facility54,890Â â€”Â Total debt3,366,890Â 1,850,000Â Unamortized debt issuance costs(51,740) (33,699)Total debt, net$3,315,150Â $1,816,301Â Senior Secured Notes and LoansThe 6.67% Senior Secured Notes, 6.85% Senior Secured Notes and 6.58% Senior Secured Notes (collectively, the â€œSenior Secured Notesâ€) as well as the 6.72% Senior Secured Loans and 7.11% Senior Secured Loans (collectively, the â€œSenior Secured Loansâ€) are senior secured obligations of Rio Grande, ranking senior in right of payment to any and all of Rio Grandeâ€™s future indebtedness that is subordinated to the Senior Secured Notes and the Senior Secured Loans, and equal in right of payment with Rio Grandeâ€™s other existing and future indebtedness that is senior and secured by the same collateral securing the Senior Secured Notes and Senior Secured Loans. The Senior Secured Notes and Senior Secured Loans are secured on a first-priority basis by a security interest in all of the membership interests in Rio Grande and substantially all of Rio Grandeâ€™s assets, on a pari passu basis with the CD Credit Agreement and the TCF Credit Facility. Credit Facilities Below is a summary of our committed credit facilities outstanding as of SeptemberÂ 30, 2024 (in thousands):CD Senior Working Capital FacilityCD Credit FacilityTCF Credit FacilityCorporate Credit FacilityTotal Facility Size$500,000Â $8,448,000Â $800,000Â $62,500Â Less:Outstanding balanceâ€”Â 522,000Â 178,000Â 54,890Â Letters of credit issued174,925Â â€”Â â€”Â â€”Â Available commitment$325,075Â $7,926,000Â $622,000Â $7,610Â Priority rankingSenior securedSenior securedSenior securedSenior securedInterest rate on outstanding balanceSOFR + 2.25%SOFR + 2.25%SOFR + 2.25%SOFR + 4.50%Commitment fees on undrawn balance0.68 %0.68 %0.68 %1.35 %Maturity Date20302030203020262026The obligations of Rio Grande under the CD Senior Working Capital Facility and CD Credit Facility are secured by substantially all of the assets of Rio Grande as well as a pledge of all of the membership interests in Rio Grande on a 9Table of Contents first-priority, pari passu basis with the Senior Secured Notes, the Senior Secured Loans and the loans made under the TCF Credit Facility.The obligations of Rio Grande under the TCF Credit Agreement are secured by substantially all of the assets of Rio Grande as well as a pledge of all of the membership interests in Rio Grande on a first-priority, pari passu basis with the Senior Secured Notes, the Senior Secured Loans and the loans made under the CD Credit Agreement. Total Energies Holdings SAS provides contingent credit support to the lenders under the TCF Credit Agreement to pay past due amounts owing from Rio Grande under the agreement upon demand.The obligations of NextDecade LLC under the Corporate Credit Facility are guaranteed by Rio Grande LNG Super Holdings, LLC and Rio Grande LNG Intermediate Super Holdings, LLC, wholly owned subsidiaries of NextDecade LLC. The Corporate Credit Facility matures at the earlier of January 6, 2026 or 10 business days after a positive FID on Train 4 at the Rio Grande LNG facility.Restrictive Debt CovenantsThe CD Credit Facility and the TCF Credit Facility (collectively, the â€œRio Grande Facilitiesâ€) include certain covenants and events of default customary for project financings, including a requirement that interest rates for a minimum of 75% of the projected and outstanding principal amount be hedged or have fixed interest rates. The Rio Grande Facilities, the Senior Secured Loans, and Senior Secured Notes require Rio Grande to maintain a historical debt service coverage ratio of at least 1.10:1.00 at the end of each fiscal quarter starting from the initial principal payment date.With respect to certain events, including a change of control event and receipt of certain proceeds from asset sales, events of loss or liquidated damages, the Senior Secured Notes and Senior Secured Loans requires Rio Grande to make an offer to repay the amounts outstanding at 101% (with respect to a change of control event) or par (with respect to each other event).As of SeptemberÂ 30, 2024, the Company was in compliance with all covenants related to its respective debt agreements.Debt Extinguishment As of September 30, 2024, Rio Grande has made repayments of $1,282.0Â million, on the outstanding principal balance of the CD Credit Facility. As a result of these repayments, during the nine months ended September 30, 2024, Rio Grande has recognized approximately $47.6Â million in losses on extinguishment.Debt MaturitiesPrincipal Payments2024 - 2025â€”Â 202654,890Â 2027 - 2028â€”Â Thereafter3,312,000Â Total$3,366,890Â Interest Expense Total interest expense, net of capitalized interest, consisted of the following (in thousands):Three Months EndedSeptember 30,Nine Months EndedSeptember 30,20242023202420232024Interest per contractual rate$51,349Â $16,169Â $134,636Â $16,169Â Amortization of debt issuance costs16,154Â 25,670Â 49,069Â 25,670Â Other interest costs978Â â€”Â 2,133Â â€”Â Total interest cost68,481Â 41,839Â 185,838Â 41,839Â Capitalized interest(52,576)(9,303)(118,424)(9,303)Total interest expense, net of capitalized interest$15,905Â $32,536Â $67,414Â $32,536Â 10Table of Contents Fair Value DisclosuresThe following table shows the carrying amount and estimated fair value of our debt (in thousands):September 30, 2024December 31, 2023Carrying AmountEstimated Fair ValueCarrying AmountEstimated Fair ValueSenior Notes â€” Level 2$2,005,000Â $2,064,852Â $700,000Â $743,593Â Senior Loans â€” Level 2607,000Â 631,976Â 607,000Â 632,998Â The fair value of the Senior Secured Notes and Senior Secured Loans was calculated based on inputs that are observable in the market or that could be derived from, or corroborated with, observable market data, including interest rates on debt issued by parties with comparable credit ratings.Â Â Â Â The fair value of the CD Credit Facility, TCF Credit Facility and Corporate Credit Facility approximates its respective carrying amount due to its variable interest rate, which approximates a market interest rate.Note 7 â€” Variable Interest EntityIntermediate Holdings and its wholly owned subsidiaries, including Rio Grande, have been formed to undertake construction and operation of Phase 1 of the Rio Grande LNG Facility. The Company is not obligated to fund losses of Intermediate Holdings, however, the Companyâ€™s capital account, which would be considered in allocating the net assets of Intermediate Holdings were it to be liquidated, continues to share in losses of Intermediate Holdings. Further, Rio Grande has granted the Company decision-making rights regarding the construction of Phase 1 of the Rio Grande LNG Facility and key aspects of its operation, which may only be terminated by equity holders for cause, via agreements with NextDecade LLC. Due to the foregoing, the Company determined that it holds a variable interest in Rio Grande through Intermediate Holdings and is its primary beneficiary, and therefore consolidates Intermediate Holdings in these Consolidated Financial Statements.The following table presents the summarized assets and liabilities (in thousands) of Intermediate Holdings, which are included in the Companyâ€™s Consolidated Balance Sheets. The assets in the table below may only be used to settle the obligations of Intermediate Holdings. In addition, there is no recourse to us for the consolidated VIEâ€™s liabilities. The assets and liabilities in the table below include assets and liabilities of Intermediate Holdings only and exclude intercompany balances between Intermediate Holdings and NextDecade, which are eliminated in the Consolidated Financial Statements of NextDecade.11Table of Contents September 30,2024December 31,2023AssetsCurrent assets:Restricted cash$227,568Â $256,237Â Derivatives4,253Â 17,958Â Prepaid expenses and other current assets700Â 108Â Total current assets232,521Â 274,303Â Property, plant and equipment, net4,315,233Â 2,428,583Â Operating lease right-of-use assets154,531Â 157,053Â Deferred financing fees338,454Â 389,695Â Other non-current assets15,407Â 9,374Â Total assets$5,056,146Â $3,259,008Â LiabilitiesCurrent liabilities:Accounts payable$221,954Â $238,582Â Accrued liabilities and other current liabilities316,091Â 288,779Â Operating lease2,625Â 2,554Â Total current liabilities540,670Â 529,915Â Operating lease129,924Â 131,901Â Derivatives60,219Â 66,899Â Debt, net3,260,260Â 1,816,301Â Total liabilities$3,991,073Â $2,545,016Â Note 8 â€” Net Loss Per SharePotentially dilutive securities not included in the diluted net (loss) income per share computations because their effect would have been anti-dilutive were as follows (in thousands):Three Months EndedSeptember 30,Nine Months EndedSeptember 30,20242023202420232023Unvested stock and stock units (1)7,627â€”8,1902,133Common stock warrants446â€”9221,456Total potentially dilutive common shares8,073â€”9,1123,589(1) Includes the impact of unvested shares containing performance conditions to the extent that the underlying performance conditions are satisfied based on actual results as of the respective dates. Note 9 â€” Share-based CompensationThe Company has granted restricted stock and restricted stock units (collectively, â€œRestricted Stockâ€), as well as unrestricted stock and stock options, to employees, directors and outside consultants under the 2017 Omnibus Incentive Plan, as amended (the â€œ2017 Planâ€). Upon the vesting of Restricted Stock, shares of common stock are released to the grantee. During the three months ended September 30, 2024, certain 2017 Plan participants were granted non-qualified options to purchase shares of common stock. Stock options were granted at an exercise price of $10.00, which was above the market price of the common stock on the date of grant. Stock options vest after three years of service or as otherwise set forth in the underlying award agreement. Vested options shall be exercisable at such time and under such conditions set forth in the underlying award agreement, but in no event shall any option be exercisable later than the tenth anniversary of the date of grant. 12Table of Contents The fair value of each stock option award was estimated using the Black-Scholes option pricing model which resulted in a grant date fair value of $2.69. Valuation assumptions used to determine the grant date fair value were as follows:Expected term (in years)6.5Expected volatility76.0Â %Expected dividend yieldâ€”Â %Risk-free rate3.8Â %Due to our limited history, the Company has elected to apply the simplified method to determine the expected term. Additionally, due to our limited history, expected volatility is based on a blend of our historical volatility and our implied volatility. The expected dividend yield is based on our historical yields on the date of grant. The risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant.For the three and nine months ended September 30, 2024, the Company recognized share-based compensation expense related to all share-based awards of approximately $5.0 million and $13.8 million, respectively. For the three and nine months ended September 30, 2023, the Company recognized share-based compensation expense related to all share-based awards of approximately $9.7 million and $22.1 million, respectively.Note 10 â€” Income TaxesDue to our cumulative loss position, we have established a full valuation allowance against our deferred tax assets at SeptemberÂ 30, 2024 and DecemberÂ 31, 2023. Due to our full valuation allowance, we have not recorded a provision for federal or state income taxes during either of the three and nine months ended SeptemberÂ 30, 2024 or 2023.Note 11 â€” Commitments and ContingenciesLegal ProceedingsFrom time to time the Company may be subject to various claims and legal actions that arise in the ordinary course of business. As of SeptemberÂ 30, 2024, management is not aware of any claims or legal actions against the Company that, separately or in the aggregate, are likely to have a material adverse effect on the Companyâ€™s financial position, results of operations or cash flows, although the Company cannot guarantee that a material adverse effect will not occur.Note 12 â€” Supplemental Cash FlowsThe following table provides supplemental disclosure of cash flow information (in thousands):Nine Months EndedSeptember 30,20242023Interest payments classified as operating activities$32,018Â $1,330Â Accounts payable for acquisition of property, plant and equipment218,313Â 322,539Â Accruals for acquisition of property, plant and equipment307,652Â 191,911Â Non-cash settlement of warrant liabilities8,571Â â€”Â Corporate fixed asset retirements1,256Â â€”Â Reclassification from other non-current assets to property, plant and equipment1,867Â 9,006Â Reclassification from other non-current assets to operating lease right-of-use assetsâ€”Â 24,606Â Accrued liabilities for debt and equity issuance

costsâ€”Â 536Â Non-cash settlement of paid-in-kind dividends on convertible preferred stockâ€”Â 20,431Â 13Table of Contents Item 2. Managementâ€™s Discussion and Analysis of Financial Condition and Results of Operations.Forward-Looking StatementsThis Quarterly Report on Form 10-Q includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the â€œExchange Actâ€). All statements other than statements of historical fact contained in this Quarterly Report on Form 10-Q, including statements regarding our future results of operations and financial position, strategy and plans, and our expectations for future operations, are forward-looking statements. The words â€œanticipate,â€ â€œcontemplate,â€ â€œestimate,â€ â€œexpect,â€ â€œproject,â€ â€œplan,â€ â€œintend,â€ â€œtarget,â€ â€œbelieve,â€ â€œmay,â€ â€œmight,â€ â€œwill,â€ â€œwould,â€ â€œcould,â€ â€œshould,â€ â€œcan have,â€ â€œlikely,â€ â€œcontinue,â€ â€œdesignâ€ and other words and terms of similar expressions, are intended to identify forward-looking statements.We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe may affect our financial condition, results of operations, strategy, short-term and long-term business operations and objectives and financial needs.Although we believe that the expectations reflected in our forward-looking statements are reasonable, actual results could differ from those expressed in our forward-looking statements. Our future financial position and results of operations, as well as any forward-looking statements are subject to change and inherent risks and uncertainties, including those described in the section titled â€œRisk Factorsâ€ in our most recent Annual Report on Form 10-K as supplemented by Item 1A of this Quarterly Report on Form 10-Q. You should consider our forward-looking statements in light of a number of factors that may cause actual results to vary from our forward-looking statements including, but not limited to:â€¢our progress in the development of our liquefied natural gas (â€œLNGâ€) liquefaction and export project and any carbon capture and storage projects (â€œCCS projectsâ€) we may develop and the timing of that progress;â€¢the timing and cost of the development, construction and operation of the first three liquefaction trains and related common facilities (â€œPhase 1â€) of the multi-plant integrated natural gas and liquefaction and LNG export terminal facility to be located at the Port of Brownsville in southern Texas (the â€œRio Grande LNG Facilityâ€);â€¢the availability and frequency of cash distributions available to us from our joint venture owning Phase 1 of the Rio Grande LNG Facility;â€¢the timing and cost of the development of subsequent liquefaction trains at the Rio Grande LNG Facility;â€¢the ability to generate sufficient cash flow to satisfy Rio Grande's significant debt service obligations or to refinance such obligations ahead of their maturity;â€¢restrictions imposed by Rio Grande's debt agreements that limit flexibility in operating its business;â€¢increases in interest rates increasing the cost of servicing Rio Grande's indebtedness;â€¢our reliance on third-party contractors to successfully complete the Rio Grande LNG Facility and any CCS projects we develop;â€¢our ability to develop and implement CCS projects;â€¢our ability to secure additional debt and equity financing in the future, including any refinancing of outstanding indebtedness, on commercially acceptable terms and to continue as a going concern;â€¢the accuracy of estimated costs for the Rio Grande LNG Facility and CCS projects;â€¢our ability to achieve operational characteristics of the Rio Grande LNG Facility and CCS projects, when completed, including amounts of liquefaction capacities and amount of CO2 captured and stored, and any differences in such operational characteristics from our expectations;â€¢the development risks, operational hazards and regulatory approvals applicable to our LNG and carbon capture and storage development, construction and operation activities and those of our third-party contractors and counterparties;â€¢the ability to obtain or maintain governmental approvals to construct or operate the Rio Grande LNG Facility and CCS projects, including in relation to the August 2024 decision by the D.C. Circuit Court of Appeals;â€¢technological innovation which may lessen our anticipated competitive advantage or demand for our offerings;â€¢the global demand for and price of LNG;â€¢the availability of LNG vessels worldwide;14Table of Contents â€¢changes in legislation and regulations relating to the LNG and carbon capture industries, including environmental laws and regulations that impose significant compliance costs and liabilities;â€¢scope of implementation of carbon pricing regimes aimed at reducing greenhouse gas emissions;â€¢global development and maturation of emissions reduction credit markets;â€¢adverse changes to existing or proposed carbon tax incentive regimes;â€¢global pandemics, including the 2019 novel coronavirus (â€œCOVID-19â€) pandemic, the Russia-Ukraine conflict, the Israel-Hamas conflict, other sources of volatility in the energy markets and their impact on our business and operating results, including any disruptions in our operations or development of the Rio Grande LNG Facility and the health and safety of our employees, and on our customers, the global economy and the demand for LNG or carbon capture;â€¢risks related to doing business in and having counterparties in foreign countries;â€¢our ability to maintain the listing of our securities on the Nasdaq Capital Market or another securities exchange or quotation medium;â€¢changes adversely affecting the businesses in which we are engaged;â€¢management of growth;â€¢general economic conditions, including inflation and rising interest rates;â€¢our ability to generate cash; andâ€¢the result of future financing efforts and applications for customary tax incentives.Should one or more of the foregoing risks or uncertainties materialize in a way that negatively impacts us, or should the underlying assumptions prove incorrect, our actual results may vary materially from those anticipated in our forward-looking statements, and our business, financial condition, and results of operations could be materially and adversely affected.The forward-looking statements contained in this Quarterly Report on Form 10-Q are made as of the date of this Quarterly Report on Form 10-Q. You should not rely upon forward-looking statements as predictions of future events. In addition, neither we nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements. Except as required by applicable law, we do not undertake any obligation to publicly correct or update any forward-looking statements. All forward-looking statements attributable to us are expressly qualified in their entirety by these cautionary statements as well as others made in our most recent Annual Report on Form 10-K as well as other filings we have made and will make with the Securities and Exchange Commission (the â€œSECâ€) and our public communications. You should evaluate all forward-looking statements made by us in the context of these risks and uncertainties.Overview of Business and Significant DevelopmentsOverview of BusinessNextDecade Corporation, a Delaware corporation, is a Houston-based energy company primarily engaged in construction and development activities related to the liquefaction of natural gas and sale of LNG and the capture and storage of CO2 emissions. We are constructing a natural gas liquefaction and export facility located in the Rio Grande Valley in Brownsville, Texas (the â€œRio Grande LNG Facilityâ€), which currently has three liquefaction trains and related infrastructure under construction. The Rio Grande LNG Facility has received Federal Energy Regulatory Commission (â€œFERCâ€) approval and Department of Energy (â€œDOEâ€) FTA and non-FTA authorizations for the construction of five liquefaction trains and supporting infrastructure with LNG exports totaling 27 million tonnes per annum (â€œMTPAâ€). Please see "Significant Recent Developments â€” Regulatory" for more information regarding our FERC permit. Liquefaction trains 1 through 3 and related infrastructure are currently under construction and liquefaction trains 4 and 5 at the Rio Grande LNG Facility are currently in development. We are also developing and seeking to commercialize potential carbon capture and storage (â€œCCSâ€) projects.We are constructing the Rio Grande LNG Facility on the north shore of the Brownsville Ship Channel. The site is located on 984 acres of land which has been leased long-term and includes 15 thousand feet of frontage on the Brownsville Ship Channel. We believe the site is advantaged due to its proximity to abundant natural gas resources in the Permian Basin and Eagle Ford Shale, access to an uncongested waterway for vessel loading, and location in a region that has historically been subject to fewer and less severe weather events relative to other locations along the US Gulf Coast. The 15Table of Contents Rio Grande LNG Facility has been permitted by the FERC and authorized by the DOE to export up to 27 MTPA of LNG from up to five liquefaction trains.In July 2023, our partially owned subsidiary Rio Grande LNG, LLC (â€œRio Grandeâ€) commenced construction on the first three liquefaction trains and related infrastructure (â€œPhase 1â€) of the Rio Grande LNG Facility following a positive final investment decision (â€œFIDâ€) and the closing of project financing by Rio Grande, which owns Phase 1 of the Rio Grande LNG Facility. Construction will be completed by Bechtel Energy Inc. (â€œBechtelâ€) under fully wrapped, lump-sum turnkey engineering, procurement, and construction (â€œEPCâ€) contracts, and will utilize APCI liquefaction technology, which is the predominant liquefaction technology utilized globally.Pursuant to a joint venture agreement with equity partners for ownership of Rio Grande, we expect to receive up to approximately 20.8% of distributions of available cash generated from Phase 1 operations, provided that a majority of the cash distributions to which we are otherwise entitled will be paid for any distribution period only after our equity partners receive an agreed distribution threshold in respect of such distribution period and certain other deficit payments from prior distribution periods, if any, are made.Rio Grande has entered into long-term LNG Sale and Purchase Agreements (â€œSPAsâ€) for over 90% of the expected Phase 1 nameplate LNG production capacity, pursuant to which Rio Grande customers are generally required to pay a fixed fee with respect to the contracted volumes, irrespective of whether they cancel or suspend deliveries of LNG cargoes. These SPAs create a stable foundation of predictable, long-term cash flows to Rio Grande. We believe our SPAs are attractive to our customers for several reasons, including long-term reliable supply, volumes to support growing demand for LNG and to replace customersâ€™ contracts with legacy LNG suppliers, diversification of supply portfolios in terms of geography, price indexation, delivery points, and/or tenor, flexibility of volumes with no destination restrictions, and the ability of our LNG to help our customers achieve their ESG goals. Rio Grande expects to sell any commissioning LNG volumes and operational LNG volumes in excess of SPA volumes into the LNG market through spot, short-term, and medium-term agreements. Rio Grande has entered into certain time charter agreements and expects to enter into additional time charter agreements with vessel owners to provide shipping capacity for LNG sales related to its existing DES SPA, commissioning volumes, and expected portfolio volumes.We will provide a number of services in support of producing and selling LNG from the Rio Grande LNG Facility pursuant to its SPAs, including natural gas feedstock procurement and transportation, liquefaction, and delivery of LNG to customers either at the loading dock of the Rio Grande LNG Facility or at the customerâ€™s global delivery points via chartered vessels.We are focused on constructing and operating the Rio Grande LNG Facility safely, efficiently, on schedule, and on budget. We seek to deliver reliable, economically attractive, and sustainable energy solutions through the development and operation of liquefaction and CCS infrastructure.Unless the context requires otherwise, references to â€œNextDecade,â€ â€œthe Company,â€ â€œwe,â€ â€œus,â€ and â€œourâ€ refer to NextDecade Corporation and its consolidated subsidiaries, and references to â€œRio Grandeâ€ refer to Rio Grande LNG, LLC and its subsidiaries.Significant Recent DevelopmentsSignificant developments since January 1, 2024 and through the filing date of this 10-Q include the following:Constructionâ€¢Under the EPC contracts with Bechtel, Phase 1 progress is tracked for Train 1, Train 2, and the common facilities on a combined basis and Train 3 on a separate basis. As of September 2024:â€¢The overall project completion percentage for Trains 1 and 2 and the common facilities of the Rio Grande LNG Facility was 30.5%, which is in line with the schedule under the EPC contract. Within this project completion percentage, engineering was 76.1% complete, procurement was 57.6% complete, and construction was 5.5% complete.â€¢The overall project completion percentage for Train 3 of the Rio Grande LNG Facility was 9.8%, based on preliminary schedules, which is also in line with the schedule under the EPC contract. Within this 16Table of Contents project completion percentage, engineering was 17.0% complete, procurement was 21.9% complete, and construction was 0.1% complete.Strategic and Commercialâ€¢In May 2024, the Company entered into a 20-year LNG SPA with ADNOC, pursuant to which ADNOC will purchase 1.9 MTPA of LNG from Train 4 at the Rio Grande LNG Facility for 20 years, on a free on board (FOB) basis at a price indexed to Henry Hub, subject to a positive FID on Train 4.â€¢In June 2024, the Company entered into a non-binding Heads of Agreement (HoA) with Aramco for a 20-year LNG SPA for offtake from Train 4 at the Rio Grande LNG Facility. Under the terms of the HoA, Aramco expects to purchase 1.2 MTPA of LNG for 20 years, on an FOB basis at a price indexed to Henry Hub. Aramco and the Company are in the process of negotiating a binding LNG SPA, and once executed, the SPA will be subject to a positive FID on Train 4.â€¢In July 2024, the Company appointed Tarik Skeik as Chief Operating Officer. Mr. Skeik has over 20 years of experience delivering complex global mega projects in LNG, oil, and petrochemicals across North America, the Middle East, and Asia. He led the completion and start-up of six greenfield assets, and his experience includes the planning and execution through initial operation of projects including the Huizhou Chemicals Complex in China, Gulf Coast Growth Ventures in the US, Banyu Urip in Indonesia, Kearl Expansion in Canada, and QatarGas 2 in Qatar.â€¢In August 2024, the Company finalized an EPC contract with Bechtel for Train 4 and related infrastructure for a cost of approximately $4.3 billion. Price validity under the EPC contract for Train 4 and related infrastructure extends through December 31, 2024.Financialâ€¢In January 2024, the Companyâ€™s wholly-owned subsidiary NextDecade LLC entered into a credit agreement that provides for a $50 million senior secured revolving credit facility with additional capacity of $12.5 million to cover interest. Borrowings under the revolving credit facility may be used for general corporate purposes, including development costs related to Train 4 at the Rio Grande LNG Facility. Borrowings bear interest at SOFR or the base rate plus an applicable margin as defined in the credit agreement. The revolving credit facility and interest term loan mature at the earlier of two years from the closing date of 10 business days after a positive FID on Train 4.â€¢In February 2024, Rio Grande issued and sold $190 million of senior secured notes in a private placement transaction to finance a portion of Phase 1. The Senior secured notes were issued on February 9, 2024 and resulted in a reduction in the commitments outstanding under Rio Grande's existing bank credit facilities for Phase 1. These senior secured notes will be amortized over a period of approximately 18 years beginning in mid-2029, with a final maturity in June 2047. The senior secured notes bear interest at a fixed rate of 6.85% and rank pari passu to Rio Grande's existing senior secured financings.â€¢In June 2024, Rio Grande issued $1.115 billion of senior secured notes in a private placement, and net proceeds were utilized to reduce outstanding borrowings and commitments under existing Rio Grande bank credit facilities for Phase 1. These senior secured notes will be amortized over a period of 18 years beginning in September 2029, with a final maturity in September 2047. The senior secured notes bear interest at a fixed rate of 6.58% and rank pari passu to Rio Grande's existing senior secured financings. Including this transaction, the Company has refinanced a total of over $1.85 billion of the original $11.1 billion Rio Grande term loan facilities since a positive FID was reached on Phase 1 at the Rio Grande LNG Facility in July 2023.Regulatoryâ€¢In August 2024, the U.S. Court of Appeals for the D.C. Circuit (the â€œCourtâ€) issued a decision vacating the FERC reauthorization of the Rio Grande LNG Facility on the grounds that FERC should have issued a supplemental Environmental Impact Statement (â€œEISâ€) during its reauthorization process. On October 21, 2024, the Company filed a petition for rehearing and rehearing en banc with the Court. â€¢The Court's decision will not be effective until the Court has issued its mandate, which is not expected to occur until after the appeals process has been completed.â€¢At this time, construction continues on Phase 1 at the Rio Grande LNG Facility.17Table of Contents â€¢The Company expects to take all available legal and regulatory actions, including but not limited to, appellate actions and other strategies, to ensure that construction on Phase 1 will continue and that necessary regulatory approvals will be maintained to enable the FID of Trains 4 and 5 at the Rio Grande LNG Facility.Rio Grande LNG Facility ActivityLiquefaction Facilities OverviewWe are constructing the Rio Grande LNG Facility on the north shore of the Brownsville Ship Channel. The site is located on 984 acres of land which has been leased long-term and includes 15 thousand feet of frontage on the Brownsville Ship Channel. We believe the site is advantaged due to its proximity to abundant natural gas resources in the Permian Basin and Eagle Ford Shale, access to an uncongested waterway for vessel loading, and location in a region that has historically been subject to fewer and less severe weather events relative to other locations along the US Gulf Coast. The Rio Grande LNG Facility has been permitted by the FERC and authorized by the DOE to export up to 27 MTPA of LNG from up to five liquefaction trains. Please see "Significant Recent Developments - Regulatory" for more information regarding our FERC permit.In July 2023, construction commenced on Phase 1 of the Rio Grande LNG Facility following a positive FID and the closing of project financing by Rio Grande, which owns Phase 1 of the Rio Grande LNG Facility. Phase 1 includes three liquefaction trains with a total expected nameplate capacity of approximately 17.6 MTPA, two 180,000 cubic meter full containment LNG storage tanks, two jetty berthing structures designed to load LNG carriers up to 216,000 cubic meters in capacity, and associated site infrastructure and common facilities including feed gas pretreatment facilities, electric and water utilities, two totally enclosed ground flares for the LNG tanks and marine facilities, two ground flares for the liquefaction trains, roads, levees surrounding the entire site, and warehouses, administrative, operations control room and maintenance buildings.As of September 2024, progress on Trains 1 through 3 is in line with the schedule under the EPC Contracts. Train 1 foundation pours continued during the third quarter with compressor foundations, and the first concrete pour was completed for Train 2. Pipe work continued to progress on Train 1. Deep soil mixing for Train 2 continued, and rebar work was completed for the Train 2 main pipe rack. Work to relocate equipment and begin deep soil mixing is underway for Train 3, and tank wall construction began on Tank 1.Bechtel has continued to make meaningful progress on procurement for Phase 1, with a focus on completing purchase orders for critical and high-value items early in the construction process. As of September 2024, Bechtel has issued approximately 96% of the total purchase orders for Trains 1 and 2 and approximately 98% of the total purchase orders for Train 3.LNG Sale and Purchase AgreementsFor Phase 1 of the Rio Grande LNG Facility, Rio Grande has entered into long-term LNG SPAs with nine creditworthy counterparties for aggregate volumes of approximately 16.2 MTPA of LNG, which is over 90% of the expected Phase 1 nameplate LNG production capacity. The SPAs have a weighted average term of 19.2 years. Under these SPAs, the customers will purchase LNG from Rio Grande for a price consisting of a fixed fee per MMBtu of LNG plus a variable fee per MMBtu of LNG, with the variable fees structured to cover the expected cost of natural gas plus fuel and other sourcing costs to produce LNG. In certain circumstances, customers may elect to cancel or suspend deliveries of LNG cargoes, in which case the customers would still be required to pay the fixed fee with respect to cargoes that are not delivered. A portion of the fixed fee under each SPA will be subject to annual adjustment for inflation. The SPAs and contracted volumes to be made available under the SPAs are not tied to a specific train; however, the commencement of the term of each SPA is tied to a specified train.18Table of Contents Rio Grandeâ€™s portfolio of LNG SPAs for Phase 1 of

the Rio Grande LNG Facility is as follows:CustomerVolume (MTPA)Tenor (years)Delivery Model (1)TotalEnergies Gas & Power North America, Inc.5.420FOBShell NA LNG LLC (â€œShellâ€)2.020FOBENN LNG Singapore Pte Ltd.2.020FOBENGIE S.A.1.7515FOBChina Gas Hongda Energy Trading Co., LTD1.020FOBGuangdong Energy Group1.020DESExxon Mobil LNG Asia Pacific1.020FOBGalp Trading S.A.1.020FOBItochu1.015FOBTotal16.1519.2 yearsweighted averageÂ (1)FOB - free on board; DES - delivered ex-shipEach of these SPAs is currently effective, and deliveries of LNG under these SPAs will commence on the respective Date of First Commercial Delivery (â€œDFCDâ€), which is primarily tied to the substantial completion or guaranteed substantial completion dates of specific trains as defined in each SPA. In aggregate, approximately 14.65 MTPA of Phase 1 Henry Hub-linked SPAs have average fixed fees, unadjusted for inflation, totaling approximately $1.8 billion expected to be paid annually.Marketing of Uncontracted VolumesRio Grande expects to sell any commissioning LNG volumes and operational LNG volumes in excess of SPA volumes into the LNG market through spot, short-term, and medium-term agreements. Rio Grande has entered into certain time charter agreements and expects to enter into additional time charter agreements with vessel owners to provide shipping capacity for LNG sales related to its existing DES SPA, commissioning volumes, and expected portfolio volumes.Engineering, Procurement and Construction (â€œEPCâ€)Rio Grande entered into fully wrapped, lump-sum turnkey contracts with Bechtel, a well-established and reputable LNG engineering and construction firm, for the engineering, procurement, and construction of Phase 1 and Train 4 at the Rio Grande LNG Facility, under which Bechtel has generally guaranteed cost, performance, and schedule. Under the Phase 1 and Train 4 EPC contracts, Bechtel is responsible for the engineering, procurement, construction, commissioning, and startup of liquefaction trains and their respective related infrastructure.On July 12, 2023, Rio Grande issued final notice to proceed to Bechtel under the EPC contracts for Phase 1. Total expected capital costs for Phase 1 are estimated to be approximately $18.0 billion, including estimated EPC costs, ownerâ€™s costs, contingencies, and financing costs, and including amounts spent prior to FID under limited notices to proceed.Natural Gas Transportation and SupplyFor Phase 1 of the Rio Grande LNG Facility, we have entered into a firm transportation agreement for capacity on the Rio Bravo Pipeline to transport natural gas feedstock to the Rio Grande LNG Facility. The Rio Bravo Pipeline will be developed by Whistler LLC, a joint venture between WhiteWater, I Squared, MPLX LP, and Enbridge, and will be constructed and operated by WhiteWater. The Rio Bravo Pipeline will provide access to purchase natural gas supplies in the Agua Dulce area and will connect to multiple regional intra- and interstate pipelines, giving us access to prolific gas production from the Permian Basin and Eagle Ford Shale and providing significant flexibility to obtain competitively priced natural gas feedstock.The Rio Bravo Pipeline is under development and is expected to be constructed and completed prior to the start of commissioning of Train 1 at the Rio Grande LNG Facility. We have also entered into an agreement for capacity on an interruptible basis with Enbridgeâ€™s Valley Crossing Pipeline to provide redundant natural gas transportation capacity to the Rio Grande LNG Facility for commissioning and operations. We have entered into and may enter into additional transportation capacity agreements over time as part of our overall gas sourcing strategy to facilitate efficient and economic delivery of natural gas to the Rio Grande LNG Facility.We have proposed and are in the process of executing on a substantial and diversified natural gas feedstock sourcing strategy to spread risk exposure across multiple contracts, counterparties, and pricing hubs. We expect to enter 19Table of Contents into gas supply arrangements with a wide range of suppliers, and we also expect to leverage trading platforms and exchanges to lock in natural gas supply prices and/or hedge risk. Certain of our LNG offtake counterparties have the option to sell to Rio Grande some or all of the natural gas required to produce their respective contracted LNG volumes pursuant to structured options which define how much volume can be supplied and how much notice must be provided to switch to and from self-sourcing.We believe our proximity to major reserve basins and shale plays, increasing pipeline capacity in the area, a significant amount of natural gas production and infrastructure investment, as well as our existing contacts and discussions with some of the largest regional operators, represent key elements of a comprehensive and effective feed gas strategy.Final Investment Decision of Train 4 and Train 5 at the Rio Grande LNG FacilityWe expect to make a positive final investment decision and commence construction of Train 4 and related infrastructure, and subsequently Train 5 and related infrastructure, at the Rio Grande LNG Facility, subject to, among other things, maintaining requisite governmental approvals, finalizing and entering into EPC contracts, entering into appropriate commercial arrangements, and obtaining adequate financing to construct each train and related infrastructure. The Company has finalized an EPC contract with Bechtel for Train 4 and related infrastructure. Price validity under the EPC contract for Train 4 and related infrastructure extends through December 31, 2024.The Company continues to advance commercial discussions with multiple potential counterparties and expects to finalize commercial arrangements for Train 4 in the coming months to support a positive FID on Train 4. The Company entered into an LNG SPA with ADNOC for the sale of 1.9 MTPA of LNG from Train 4, as well as a non-binding HoA with Aramco for the sale of 1.2 MTPA of LNG from Train 4. The Company is working with Aramco to finalize a binding SPA. Additionally, an affiliate of TotalEnergies SE (â€œTotalEnergiesâ€) has an LNG purchase option of 1.5 MTPA for Train 4, and the Company expects TotalEnergies to exercise the option.The Company expects to finance construction of Train 4 utilizing a combination of debt and equity funding. The Company expects to enter into bank facilities for the debt portion of the funding. In connection with consummating the Rio Grande Phase 1 equity joint venture, the Companyâ€™s equity partners each have options to invest in Train 4 equity, which, if exercised, would provide approximately 60% of the equity funding required for Train 4. Inclusive of these options, NextDecade currently expects to fund 40% of the equity commitments for Train 4 and to have an initial economic interest of 40% in Train 4, increasing to 60% after its equity partners achieve certain returns on their investments in Train 4. The Company expects to take a final investment decision on Train 4 after commercial and financing arrangements are finalized.The Company expects to progress the development of Train 5 after a positive FID on Train 4. TotalEnergies also holds an LNG purchase option for 1.5 MTPA for Train 5, and the Rio Grande Phase 1 equity partners have options to invest in Train 5 equity which are materially equivalent to their options to participate in Train 4 equity.FERC UpdateOn April 21, 2023, FERC issued the order on remand (the â€œRemand Orderâ€) reaffirming the order issued by FERC on November 22, 2019, authorizing the siting, construction and operation of the Rio Grande LNG Facility (the â€œOrderâ€). The Remand Order reaffirmed that the Rio Grande LNG Facility is not inconsistent with the public interest under the Natural Gas Act Section 3.The Remand Order was issued as a result of the decision of the U.S. Court of Appeals for the District of Columbia (the â€œD.C. Circuitâ€) dated August 3, 2021, which denied all petitions filed by parties who filed requests for re-hearing of the Order, except for two technical issues dealing with environmental justice and GHG emissions, which were remanded to FERC for further consideration.Parties sought rehearing of the Remand Order, which FERC denied by operation of law on June 22, 2023, and subsequently issued a substantive order on the merits upholding the conclusions in the Remand Order, and its reaffirmation of the FERC Order. On August 17, 2023, parties petitioned the D.C. Circuit for review of the Remand Order.On November 24, 2023, a motion was filed with FERC to stay construction of the Rio Grande LNG Facility, which FERC denied on January 24, 2024. On February 2, 2024, parties filed a motion with the D.C. Circuit to stay construction of the Rio Grande LNG Facility. On March 1, 2024 the motion to stay was denied by the D.C. Circuit. Oral arguments in the review of the Remand Order were held on May 17, 2024. On August 6, 2024, the D.C. Circuit issued a decision vacating FERC's reauthorization of the Rio Grande LNG Facility on the grounds that FERC should have issued a supplemental EIS during its remand process. On October 21, 2024, the Company filed a petition for 20Table of Contents rehearing and rehearing en banc with the D.C. Circuit. The D.C. Circuit's decision will not be effective until the Court has issued its mandate, which is not expected to occur until the appeals process has been completed.We expect to take all available legal and regulatory actions, including but not limited to, appellate actions and other strategies, to ensure that construction on Phase 1 will continue and that necessary regulatory approvals are maintained to enable the FID of Trains 4 and 5 at the Rio Grande LNG Facility.Corporate and Other ActivitiesWe are required to maintain corporate and general and administrative functions to serve our business activities described above. We are also in various stages of developing other projects, such as Train 4 and Train 5 at the Rio Grande LNG Facility, additional liquefaction expansions at the Rio Grande LNG Facility and potential CCS projects.Financing ActivityCorporate Credit FacilityIn January 2024, our wholly-owned subsidiary NextDecade LLC entered into a credit agreement that provides for a $50 million senior secured revolving credit facility with additional capacity of $12.5 million to cover interest. Borrowings under the revolving credit facility may be used for general corporate purposes, including development costs related to Train 4 at the Rio Grande LNG Facility. Borrowings bear interest at SOFR or the base rate plus an applicable margin as defined in the credit agreement. The revolving credit facility and interest term loan mature at the earlier of two years from the closing date or 10 business days after a positive FID on Train 4.Rio Grande Senior Secured NotesIn February 2024, Rio Grande issued and sold $190 million of senior secured notes to finance a portion of Phase 1. The senior secured notes were issued on February 9, 2024 and resulted in a reduction in the commitments outstanding under Rio Grande's existing bank credit facilities for Phase 1. These senior secured notes will be amortized over a period of approximately 18 years beginning in mid-2029, with a final maturity in June 2047. The senior secured notes bear interest at a fixed rate of 6.85% and rank pari passu to Rio Grande's existing senior secured financings.In June 2024, Rio Grande issued $1.115 billion of senior secured notes in a private placement, and proceeds were utilized to reduce outstanding borrowings and commitments under Rio Grande's existing bank credit facilities for Phase 1. These senior secured notes will be amortized over a period of 18 years beginning in September 2029, with a final maturity in September 2047. The senior secured notes bear interest at a fixed rate of 6.58% and rank pari passu to Rio Grande's existing senior secured financings.Liquidity and Capital ResourcesFollowing FID on Phase 1 and the project financing obtained by Rio Grande, NextDecade and Rio Grande operate with independent capital structures. Although our sources and uses are presented from a consolidated standpoint, certain restrictions under debt and equity agreements limit the ability of NextDecade and Rio Grande to use and distribute cash. Rio Grande is required to deposit all cash received under its debt agreements into restricted accounts. The usage or withdrawal of such cash is restricted to the payment of obligations related to Phase 1 and other restricted payments, and such cash and capital resources are not available to service the obligations of NextDecade.Phase 1 FID Rio Grande FinancingIn connection with the FID on Phase 1 of the Rio Grande LNG Facility, Rio Grande obtained approximately $6.2 billion in equity capital commitments, inclusive of commitments from the NextDecade Member, entered into senior secured non-recourse bank credit facilities of $11.6 billion, consisting of $11.1 billion in construction term loans and a $500 million working capital facility, and closed a $700 million senior secured non-recourse private notes offering. Rio Grande expects to utilize these capital resources to fund the total cost of Phase 1, which is currently estimated at $18.0 billion and consists of EPC costs, ownerâ€™s costs and contingencies, dredging for the Brazos Island Harbor Channel Improvement Project, conservation of more than 4,000 acres of wetland and wildlife habitat area and installation of utilities, and interest during construction and other financing costs.Near Term Liquidity and Capital Resources of NextDecade CorporationPrior to the FID on Phase 1 of the Rio Grande LNG Facility, our primary cash needs historically were funding development activities in support of the Rio Grande LNG Facility and our CCS projects, which included payments of initial direct costs of the Rio Grande site lease and expenses in support of engineering and design activities, regulatory approvals and compliance, commercial and marketing activities and corporate overhead. We spent approximately $97.7 million on such development activities year-to-date through FID on July 12, 2023, which we funded through our cash on hand and proceeds from the issuances of equity and equity-based securities. Following the FID on Phase 1 of the Rio 21Table of Contents Grande LNG Facility, costs associated with the Phase 1 EPC agreements, Rio Grande site lease, and other Phase 1 related costs are being funded by debt and equity proceeds received by Rio Grande.Because our businesses and assets are under construction or in development, we have not historically generated significant cash flow from operations, nor do we expect to do so until liquefaction trains at the Rio Grande LNG Facility begin operating or until we install CCS systems at third-party industrial facilities. We intend to fund development activities for the foreseeable future with cash and cash equivalents on hand and through the sale of additional equity, equity-based or debt securities in us or in our subsidiaries. There can be no assurance that we will succeed in selling equity or equity-based securities or, if successful, that the capital we raise will not be expensive or dilutive to stockholders.Our consolidated financial statements as of and for the three and nine months ended September 30, 2024 have been prepared on the basis that we will continue as a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. Based on our balance of cash and cash equivalents of $38.2 million at SeptemberÂ 30, 2024, there is substantial doubt about our ability to continue as a going concern within one year after the date that our consolidated financial statements were issued. Our ability to continue as a going concern will depend on managing certain operating and overhead costs and our ability to raise capital through equity, equity-based or debt financings. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty, which could have a material adverse effect on our financial condition.Our capital raising activities since January 1, 2024 have included the following:In January 2024, NextDecade LLC entered into a Credit and Guaranty Agreement by and among NextDecade LLC, as borrower, Rio Grande LNG Super Holdings, LLC and Rio Grande LNG Intermediate Super Holdings, LLC, as subsidiary guarantors, MUFG Bank, Ltd., as the administrative agent (the â€œAdministrative Agentâ€), Wilmington Trust, National Association, as the collateral agent (the â€œCollateral Agentâ€), MUFG Bank, Ltd., as coordinating lead arranger and bookrunner and the financial institutions party thereto as lenders. The Credit and Guarantee Agreement provides for the following facilities:â€¢a revolving loan facility (the â€œRevolving Loansâ€) in an amount up to $50.0Â million available to NextDecade LLC to be used for (a) general corporate purposes and working capital requirements of NextDecade LLC and its subsidiaries, including development costs related to the fourth liquefaction train and related common facilities at the Rio Grande LNG Facility, and (b) certain permitted payments on behalf of the Company and its subsidiaries; andâ€¢an interest loan facility (the â€œInterest Loansâ€ and together with the Revolving Loans, the â€œLoansâ€) in an amount up to $12.5Â million available to NextDecade LLC to pay interest obligations, fees, and expenses due and payable under the Credit Agreement and the other finance documents.Long Term Liquidity and Capital Resources of NextDecade CorporationWe will not receive significant cash flows from Phase 1 of the Rio Grande LNG Facility until it is operational, and the commercial operation date for the first train of Phase 1 is expected to occur in late 2027 based on the schedule under the EPC contracts. Any future phases of development at the Rio Grande LNG Facility and CCS projects will similarly take an extended period of time to develop, construct and become operational and will require significant capital deployment.We currently expect that the long-term capital requirements for future phases of development at the Rio Grande LNG Facility and any CCS projects will be financed predominantly through the proceeds from future debt, equity-based, and equity offerings by us or our subsidiaries. As a result, our business success will depend, to a significant extent, upon our ability to obtain financing required to fund future phases of development and construction at the Rio Grande LNG Facility and any CCS projects, to bring them into operation on a commercially viable basis and to finance any required increases in staffing, operating and expansion costs during that process. There can be no assurance that we will succeed in securing additional debt and/or equity financing in the future to fund future phases of development and construction at the Rio Grande LNG Facility or complete any CCS projects or, if successful, that the capital we raise will not be expensive or dilutive to stockholders. Additionally, if these types of financing are not available, we will be required to seek alternative sources of financing, which may not be available on terms acceptable to us, if at all.22Table of Contents Sources and Uses of CashThe following table summarizes the sources and uses of our cash for the periods presented (in thousands):Nine Months EndedSeptember 30,20242023Operating cash flows$(86,682)(52,627)Investing cash flows(1,879,598)(1,010,438)Financing cash flows1,937,600Â 1,446,135Â Net (decrease) increase in cash, cash equivalents and restricted cash(28,680)383,070Â Cash, cash equivalents and restricted cash â€“ beginning of period294,478Â 62,789Â Cash, cash equivalents and restricted cash â€“ end of period$265,798Â $445,859Â Operating Cash FlowsOperating cash outflows during the nine months ended September 30, 2024, amounted to $86.7 million, compared to $52.6 million for the same period in 2023. The increase in 2024 was primarily due to an increase in employee costs and professional fees paid to consultants as we construct Phase 1 of the Rio Grande LNG Facility and continue to develop subsequent phases. These increases were partially offset by cash received in the settlement of derivatives. Investing Cash FlowsInvesting cash outflows for the nine months ended September 30, 2024, amounted to $1,879.6 million, compared to $1,010.4 million for the same period in 2023. The increase in 2024 was primarily driven by more extensive construction activity, as construction of Phase 1 of the Rio Grande LNG Facility did not begin until July 2023.Financing Cash FlowsFinancing cash inflows for the nine months ended September 30, 2024, totaled $1,937.6 million, compared to $1,446.1 million for the same period in 2023. The increase in 2024 was primarily driven by a $1,599.9 million increase in debt and equity commitment proceeds and a $438.3 million decrease in debt issuance costs paid compared to the prior year. This was partly offset by $1,282.0 million in debt repayments and the absence of common stock sales during the current period compared to the prior year.23Table of Contents Results of Operations The following table summarizes costs, expenses and other income for the periods indicated (in thousands):For the Three Months Ended September 30, 2024For the Nine Months Ended September 30, 202420242023Change20242023ChangeRevenues$â€”Â $â€”Â $â€”Â $â€”Â $â€”Â $â€”Â General and administrative expense43,598Â 32,128Â 11,470Â 110,005Â 85,195Â 24,810Â Development expense2,386Â 1,083Â 1,303Â 7,304Â 1,965Â 5,339Â Lease expense2,559Â 2,582Â (23)8,181Â 3,245Â 4,936Â Depreciation expense613Â 42Â 571Â 1,317Â 117Â 1,200Â Total operating loss(49,156)(35,835)(13,321)(126,807)(90,522)(36,285)Other (expense) income:Derivative (loss) gain (329,733)240,265Â (569,998)38,206Â 152,816Â (114,610)Interest expense, net of capitalized interest(15,905)(32,536)16,631Â (67,414)(32,536) (34,878)Loss on debt extinguishmentâ€”Â â€”Â â€”Â (47,573)â€”Â (47,573)Other, net1,719Â 9,950Â (8,231)(408)4,450Â (4,858)Net (loss) income attributable to NextDecade

Corporation(393,075)181,844Â (574,919)(203,996)34,208Â (238,204)Less: net (loss) income attributable to non-controlling interest(269,876)67,204Â (337,080)(76,567)67,204Â (143,771)Less: preferred stock dividendsâ€”Â 7,030Â (7,030)â€”Â 20,484Â (20,484)Net (loss) income attributable to common stockholders$(123,199)$107,610Â $(230,809)$(127,429)$(53,480)$(73,949)Net loss attributable to common stockholders was $123.2 million, or $(0.47) per common share (basic and diluted) for the three months ended September 30, 2024 compared to a net income of $107.6 million, or $0.48 per common share (basic and diluted), for the three months ended September 30, 2023. The $230.8 million decrease was primarily a result of the following:â€¢General and administrative expenses during the three months ended September 30, 2024 increased approximately $11.5 million compared to the same period in 2023 primarily due to an increase in professional fees and employee costs, partially offset by a decrease in share-based compensation expense. â€¢Derivative losses during the three months ended September 30, 2024 increased approximately $570.0 million compared to the same period in 2023 primarily due to a decrease in forward SOFR rates when compared to the prior period. â€¢Interest expense, net of capitalized interest during the three months ended September 30, 2024 decreased approximately $16.6 million compared to the same period in 2023 primarily due to an approximate $43.3 million increase in capitalized interest, partially offset by a $26.6 million increase in total interest costs.â€¢Due to the changes in derivatives losses and interest expense, net of capitalized interest described above, net income attributable to non-controlling interest during the three months ended September 30, 2024 decreased approximately $337.1 million as those activities are a component of Intermediate Holdings net income and loss.Net loss attributable to common stockholders was $127.4 million, or $(0.49) per common share (basic and diluted) for the nine months ended September 30, 2024 compared to a net loss of $53.5 million, or $(0.31) per common share (basic and diluted), for the nine months ended September 30, 2023. The $73.9 million increase was primarily a result of the following:â€¢General and administrative expenses during the nine months ended September 30, 2024 increased approximately $24.8 million compared to the same period in 2023 primarily due to an increase in professional fees and employee costs, partially offset by a decrease in share-based compensation expense. â€¢Derivative gains during the nine months ended September 30, 2024 decreased approximately $114.6 million compared to the same period in 2023 primarily due to a decrease in forward SOFR rates when compared to the prior period. 24Table of Contents â€¢Interest expense, net of capitalized interest during the nine months ended September 30, 2024 increased approximately $34.9 million compared to the same period in 2023 primarily due to an approximately $144.4 million increase in total interest costs partially offset by an increase of $109.1 million of capitalized interest.â€¢Loss on debt extinguishment of $47.6 million during the nine months ended September 30, 2024 due to $1,282.0 million in debt repayments compared to none in the prior year.â€¢Due to the changes in derivatives losses, interest expense, net of capitalized interest and loss on debt extinguishment described above, net income attributable to non-controlling interest during the nine months ended September 30, 2024 decreased approximately $143.8 million as those activities are a component of Intermediate Holdings net income and loss.Summary of Critical Accounting EstimatesThe preparation of our Consolidated Financial Statements in conformity with accounting principles generally accepted in the United States of America (â€œGAAPâ€) requires management to make certain estimates and assumptions that affect the amounts reported in the Consolidated Financial Statements and the accompanying notes. There have been no significant changes to our critical accounting estimates from those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023.Item 3. Quantitative and Qualitative Disclosures About Market RiskWe are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934, as amended, and are not required to provide the information under this item.Item 4. Controls and ProceduresWe maintain a set of disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in the reports filed by us under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the SECâ€™s rules and forms. As of the end of the period covered by this report, we evaluated, under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 of the Exchange Act. Based on that evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that, as of SeptemberÂ 30, 2024, our disclosure controls and procedures were effective.During the most recent fiscal quarter, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.25Table of Contents PART II â€“ OTHER INFORMATIONItem 1. Legal ProceedingsOn August 6, 2024, the D.C. Circuit issued a decision vacating FERC's reauthorization of the Rio Grande LNG Facility on the grounds that FERC should have issued a supplemental EIS during its remand process. The order was issued as the outcome of an appeal by petitioners of the Remand Order issued by FERC on April 21, 2023. The Remand Order was issued by FERC, following the D.C. Circuit's remand of FERC's original November 22, 2019 order, to reaffirm FERC's original order authorizing the siting, construction and operation of the Rio Grande LNG Facility, and reiterated that the Rio Grande LNG Facility is not inconsistent with the public interest under the Natural Gas Act Section 3.On October 21, 2024, the Company filed a petition for rehearing and rehearing en banc with the D.C. Circuit. The D.C. Circuit's decision will not be effective until the Court has issued its mandate, which is not expected to occur until the appeals process has been completed.We expect to take all available legal and regulatory actions, including but not limited to, appellate actions and other strategies, to ensure that construction on Phase 1 will continue and that necessary regulatory approvals are maintained to enable the FID of Trains 4 and 5 at the Rio Grande LNG Facility.Item 1A. Risk FactorsIn addition to the other information set forth in this report, you should carefully consider the factors discussed below and in Part I, "Item 1A. Risk Factors" in our 2023 Annual Report on Form 10-K, which could materially affect our business, financial condition or future results.The decision by the D.C. Circuit Court of Appeals could impact Rio Grandeâ€™s ability to complete Phase 1 on the expected time frame or at all, our ability to take a final investment decision on expansion trains at the Rio Grande LNG Facility and our ability to achieve expected investment returns.We are required to obtain and maintain governmental approvals and authorizations to implement our proposed business strategy, which includes the design, construction and operation of the Rio Grande LNG Facility and the export of LNG from the U.S. to foreign countries. As described in more detail in â€œItem 2. Managementâ€™s Discussion and Analysis of Financial Condition and Results of Operationsâ€”Overview of Business and Significant Developmentsâ€”Significant Recent Developmentsâ€”Regulatory,â€ on August 6, 2024, the D.C. Circuit Court of Appeals vacated the FERC reauthorization for the siting, construction and operation of the Rio Grande LNG Facility. We intend to pursue available legal remedies against judicial challenges and are engaged in active resolution of the requisite issues to ensure that the affected permit remains in effect; however, there is no guarantee as to how long any agency proceedings and judicial challenges will take to resolve, whether there will be any delays in construction activities or whether Rio Grande will ultimately succeed in maintaining the permit in its issued form or in a suitable replacement form. These uncertainties could cause Rio Grande to be subject to increased costs and adverse impact to its ability to complete the construction of Phase 1 on a timely basis or at all, which in turn could adversely affect the ability for Rio Grande and its owners, including us, to successfully implement our business strategy or achieve expected returns. Similarly, these uncertainties could impact the timing of, and our ability to take, a final investment decision on any expansion trains at the Rio Grande LNG Facility. In addition, the bank credit facilities obtained by Rio Grande to finance a substantial portion of Phase 1 costs require maintenance of material governmental approvals. To the extent Rio Grande becomes unable to satisfy such requirement as set forth in the credit agreements or reach other accommodations with its lenders, its ability to continue borrowing under such credit facilities could be negatively impacted, which in turn could adversely affect our business, financial condition, results of operations and liquidity.26Table of Contents Item 2. Unregistered Sales of Equity Securities and Use of Proceeds Purchases of Equity Securities by the IssuerThe following table summarizes stock repurchases for the three months ended SeptemberÂ 30, 2024:PeriodTotal Number of Shares Purchased (1)Average Price Paid Per Share (2)Total Number of Shares Purchased as a Part of Publicly Announced PlansMaximum Number of Shares That May Yet Be Purchased Under the PlansJuly 2024549,6348.01Â â€”â€”August 2024384,3615.26Â â€”â€”September 2024â€”Â â€”Â â€”â€”(1)Represents shares of Company common stock surrendered to us by participants in the 2017 Plan to settle the participantsâ€™ personal tax liabilities that resulted from the lapsing of restrictions on awards made to the participants under the 2017 Plan.(2)The price paid per share of Company common stock was based on the closing trading price of such stock on the dates on which we repurchased shares of Company common stock from the participants under the 2017 Plan.Item 3. Defaults Upon Senior SecuritiesNone.Item 4. Mine Safety DisclosuresNot applicable.Item 5. Other InformationSecurities Trading Plans of Directors and Executive OfficersDuring the three months ended SeptemberÂ 30, 2024, none of our directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any â€œnon-Rule 10b5-1 trading arrangement.â€27Table of Contents Item 6. Exhibits Exhibit No.Description3.1Second Amended and Restated Certificate of Incorporation of NextDecade Corporation, dated July 24, 2017(Incorporated by reference to Exhibit 3.1 of the Registrantâ€™s Current Report on Form 8-K, filed July 28, 2017).3.2Amended and Restated Bylaws of NextDecade Corporation, as amended March 3, 2021(Incorporated by reference to Exhibit 4.2 of the Registrantâ€™s Registration Statement on Form S-1 filed June 24, 2022).3.3Certificate of Designations of Series A Convertible Preferred Stock, dated August 9, 2018 (Incorporated by reference to Exhibit 4.3 of the Registrantâ€™s Registration Statement on Form S-3, filed December 20, 2018).3.4Certificate of Designations of Series B Convertible Preferred Stock, dated September 28, 2018 (Incorporated by reference to Exhibit 3.4 of the Registrantâ€™s Quarterly Report on Form 10-Q, filed November 9, 2018).3.5Certificate of Designations of Series C Convertible Preferred Stock, dated March 17, 2021 (Incorporated by reference to Exhibit 3.1 of the Registrantâ€™s Current Report on Form 8-K, filed March 18, 2021). 3.6Certificate of Amendment to Certificate of Designations of Series A Convertible Preferred Stock, dated July 12, 2019 (Incorporated by reference to Exhibit 3.1 of the Registrantâ€™s Current Report on Form 8-K, filed July 15, 2019).3.7Certificate of Amendment to Certificate of Designations of Series B Convertible Preferred Stock, dated July 12, 2019 (Incorporated by reference to Exhibit 3.2 of the Registrantâ€™s Current Report on Form 8-K, filed July 15, 2019).3.8Certificate of Increase to Certificate of Designations of Series A Convertible Preferred Stock of NextDecade Corporation, dated July 15, 2019 (Incorporated by reference to Exhibit 3.7 of the Registrant's Quarterly Report on Form 10-Q, filed August 6, 2019).3.9Certificate of Increase to Certificate of Designations of Series B Convertible Preferred Stock of NextDecade Corporation, dated July 15, 2019 (Incorporated by reference to Exhibit 3.8 of the Registrantâ€™s Quarterly Report on Form 10-Q, filed August 6, 2019).10.1*â€ Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility, made and executed as of August 5, 2024, by and between Rio Grande LNG Train 4, LLC and Bechtel Energy Inc.10.2*â€ Change Orders to the Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Trains 1 and 2 of the Rio Grande Natural Gas Liquefaction Facility, made and executed as of September 14, 2022, by and between Rio Grande LNG, LLC and Bechtel Energy Inc.: (i) EC00144, dated as of July 18, 2024; and (ii) EC00155, EC00163 and EC00154, each dated as of August 29, 202410.3*â€ Change Orders to the Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 3 of the Rio Grande Natural Gas Liquefaction Facility, made and executed as of September 14, 2022, by and between Rio Grande LNG, LLC and Bechtel Energy Inc.: EC00156 and EC00164, each dated as of August 29, 202431.1*Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.31.2*Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.32.1**Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.32.2**Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.101.INSInline XBRL Instance Document (the Instance Document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document).101.SCH*Inline XBRL Taxonomy Extension Schema Document.101.CAL*Inline XBRL Taxonomy Extension Calculation Linkbase Document.101.LAB*Inline XBRL Taxonomy Extension Label Linkbase Document.101.PRE*Inline XBRL Taxonomy Extension Presentation Linkbase Document.101.DEF*Inline XBRL Taxonomy Extension Definition Linkbase Document.104Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).28Table of Contents *Filed herewith.**Furnished herewith.â€ Certain portions of this exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K.29Table of Contents SIGNATURESPursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.NEXTDECADE CORPORATIONDate: NovemberÂ 7, 2024By:/s/ Matthew K. Schatzman Matthew K. SchatzmanChairman of the Board and Chief Executive Officer(Principal Executive Officer)Date: NovemberÂ 7, 2024By:/s/ Brent E. WahlBrent E. WahlChief Financial Officer(Principal Financial Officer)30 EX-10.1 2 ex101-3q24.htm EX-10.1 DocumentExhibit 10.1CERTAIN INFORMATION OF THIS DOCUMENT HAS BEEN REDACTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM IF PUBLICLY DISCLOSED. INFORMATION THAT WAS OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK â€œ[***].â€FIXED PRICE TURNKEY AGREEMENTfor theENGINEERING, PROCUREMENT AND CONSTRUCTION OF TRAIN 4of theRIO GRANDE NATURAL GAS LIQUEFACTION FACILITYby and betweenRIO GRANDE LNG TRAIN 4, LLCas Owner andBECHTEL ENERGY INC.as ContractorDated as of the 5th Day of August 2024TABLE OF CONTENTSRECITALSÂ Â Â Â 1ARTICLE 1 DEFINITIONSÂ Â Â Â 21.1Â Â Â Â DefinitionsÂ Â Â Â 21.2Â Â Â Â InterpretationÂ Â Â Â 20ARTICLE 2 RELATIONSHIP OF OWNER, CONTRACTOR AND SUBCONTRACTORSÂ Â Â Â 202.1Â Â Â Â Status of ContractorÂ Â Â Â 202.2Â Â Â Â Key Personnel, Organization Chart and Contractor RepresentativeÂ Â Â Â 202.3Â Â Â Â Subcontractors and Sub-subcontractorsÂ Â Â Â 212.4Â Â Â Â Subcontracts and Sub-subcontractsÂ Â Â Â 212.5Â Â Â Â Contractor AcknowledgementsÂ Â Â Â 232.6Â Â Â Â Updates for Changes in Applicable Law or Force MajeureÂ Â Â Â 25ARTICLE 3 CONTRACTORâ€™S RESPONSIBILITIESÂ Â Â Â 263.1Â Â Â Â Scope of WorkÂ Â Â Â 263.2Â Â Â Â Specific ObligationsÂ Â Â Â 263.3Â Â Â Â Design and Engineering WorkÂ Â Â Â 283.4Â Â Â Â Spare PartsÂ Â Â Â 303.5Â Â Â Â Training Program in GeneralÂ Â Â Â 313.6Â Â Â Â Environmental Regulations and Environmental ComplianceÂ Â Â Â 323.7Â Â Â Â Contractorâ€™s Tools and Construction EquipmentÂ Â Â Â 323.8Â Â Â Â Employment of PersonnelÂ Â Â Â 333.9Â Â Â Â Clean-upÂ Â Â Â 343.10Â Â Â Â Safety and SecurityÂ Â Â Â 343.11Â Â Â Â EmergenciesÂ Â Â Â 353.12Â Â Â Â Approvals, Certificates, Permits and LicensesÂ Â Â Â 363.13Â Â Â Â Books, Records and AuditsÂ Â Â Â 363.14Â Â Â Â Tax AccountingÂ Â Â Â 373.15Â Â Â Â Temporary Utilities, Roads, Facilities and StorageÂ Â Â Â 383.16Â Â Â Â Subordination of LiensÂ Â Â Â 383.17Â Â Â Â Hazardous MaterialsÂ Â Â Â 383.18Â Â Â Â Quality AssuranceÂ Â Â Â 393.19Â Â Â Â Reports and MeetingsÂ Â Â Â 393.20Â Â Â Â PaymentÂ Â Â Â 413.21Â Â Â Â Commercial ActivitiesÂ Â Â Â 413.22Â Â Â Â Title to Materials FoundÂ Â Â Â 413.23Â Â Â Â Survey Control Points and LayoutÂ Â Â Â 413.24Â Â Â Â Cooperation with OthersÂ Â Â Â 413.25Â Â Â Â Responsibility for PropertyÂ Â Â Â 423.26Â Â Â Â ExplosivesÂ Â Â Â 423.27Â Â Â Â No Interference with Phase 1 FacilitiesÂ Â Â Â 433.28Â Â Â Â Equipment Not Incorporated into the Train 4 FacilityÂ Â Â Â 443.29Â Â Â Â Operation PersonnelÂ Â Â Â 443.30Â Â Â Â Compliance with Real Property InterestsÂ Â Â Â 443.31Â Â Â Â TaxesÂ Â Â Â 453.32Â Â Â Â Electronic File Sharing SiteÂ Â Â Â 45ARTICLE 4 OWNERâ€™S RESPONSIBILITIESÂ Â Â Â 454.1Â Â Â Â PaymentÂ Â Â Â 454.2Â Â Â Â PermitsÂ Â Â Â 454.3Â Â Â Â Access on the SiteÂ Â Â Â 454.4Â Â Â Â Operation PersonnelÂ Â Â Â 464.5Â Â Â Â Legal Description and SurveyÂ Â Â Â 464.6Â Â Â Â Owner-Furnished ItemsÂ Â Â Â 464.7Â Â Â Â Owner RepresentativeÂ Â Â Â 474.8Â Â Â Â Texas Sales and Use TaxÂ Â Â Â 484.9Â Â Â Â Hazardous MaterialsÂ Â Â Â 494.10Â Â Â Â LNG Tanker ReleaseÂ Â Â Â 49ARTICLE 5 COMMENCEMENT OF WORK, KEY DATES, AND SCHEDULING OBLIGATIONSÂ Â Â Â 495.1Â Â Â Â Commencement of WorkÂ Â Â Â 495.2Â Â Â Â Limited Notice to Proceed/Notice to ProceedÂ Â Â Â 495.3Â Â Â Â Key DatesÂ Â Â Â 525.4Â Â Â Â CPM ScheduleÂ Â Â Â 525.5Â Â Â Â Recovery and Recovery ScheduleÂ Â Â Â 545.6Â Â Â Â Acceleration and Acceleration ScheduleÂ Â Â Â 56ARTICLE 6 CHANGES; 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Train 4, LLC, a limited liability company organized under the laws of Texas (â€œOwnerâ€), and Bechtel Energy Inc., a corporation organized under the laws of Delaware (hereinafter referred to as â€œContractorâ€), each sometimes referred to individually herein as a â€œPartyâ€ and collectively as the â€œParties.â€RECITALSWHEREAS, Ownerâ€™s Affiliate, Rio Grande LNG, LLC (â€œPhase 1 Ownerâ€), is developing a liquefied natural gas (â€œLNGâ€) facility and export terminal comprised of three (3) liquefaction units (each a â€œTrainâ€) with supporting infrastructure (the â€œPhase 1 Facilitiesâ€), located at its Brownsville liquefaction facility south of the Brownsville Ship Channel in Cameron County near Brownsville, Texas (the â€œPhase 1 Facilities Site,â€ as described in greater detail in the Phase 1 EPC Agreements and Attachment Z to this Agreement);WHEREAS, Rio Grande LNG, LLC, has entered into (i) the amended and restated engineering, procurement and construction agreement dated September 14, 2022 (as amended, the â€œTrains 1 and 2 EPC Agreementâ€), and (ii) the amended and restated engineering, procurement and construction agreement dated September 15, 2022 (as amended, the â€œTrain 3 EPC Agreementâ€, and, together with the Trains 1 and 2 EPC Agreement, the â€œPhase 1 EPC Agreementsâ€), in each case, with Contractor for the engineering, procurement, construction, commissioning, start-up, and testing of the Phase 1 Facilities;WHEREAS, Owner desires to enter into this agreement with Contractor to perform the engineering, procurement, construction, pre-commissioning, commissioning, start-up and testing of an additional liquefaction unit and associated facilities, for the purpose of liquefying natural gas to form LNG (the â€œTrain 4 Facility,â€ as defined in greater detail herein) located at the Site; andWHEREAS, Contractor performed front end engineering and design (â€œFEEDâ€) services under a FEED agreement dated November 16, 2023 (â€œFEED Agreementâ€) with Owner (as novated from Ownerâ€™s Affiliate, NextDecade LNG, LLC) in connection with the Train 4 Facility;WHEREAS, Contractor, itself or through its vendors, suppliers, and subcontractors, desires to perform the foregoing engineering, procurement, construction, pre-commissioning, commissioning, start-up and testing of the Train 4 Facility on a fixed price turnkey basis (which fixed price is separated for tax purposes);NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:ARTICLE 1 DEFINITIONS1.1Â Â Â Â Definitions. In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meanings specified in this Section 1.1.â€œAAA Rulesâ€ has the meaning set forth in Section 18.2.â€œAbandonmentâ€ or â€œAbandonâ€ means, prior to the acceptance by Owner of the Substantial Completion Certificate, Contractorâ€™s cessation of all or substantially all of the Work (unless Contractor is entitled to stop, suspend or terminate the performance of the Work under this Agreement).â€œAcceleration Scheduleâ€ has the meaning set forth in Section 5.6.â€œAffiliateâ€ means (i) any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party, and(ii) any Person that, directly or indirectly, is the beneficial owner of fifty percent (50%) or more of any class of equity securities of, or other ownership interests in, a Party or of which the Party is directly or indirectly the owner of fifty percent (50%) or more of any class of equity securities or other ownership interests. For purposes of this definition, â€œcontrolâ€ (including, with correlative meanings, the terms â€œcontrolled byâ€ and â€œunder common control withâ€) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or otherwise.â€œAggregate Capâ€ has the meaning set forth in Section 20.1.â€œAggregate Equipment Priceâ€ has the meaning set forth in Section 7.1B.1. â€œAggregate Labor and Skills Priceâ€ has the meaning set forth in Section 7.1B.2.â€œAgreementâ€ means this Agreement for the performance of the Work (including all Attachments and Schedules attached hereto), as it may be amended from time to time in accordance with this Agreement.â€œAPCIâ€ means Air Products and Chemicals, Inc. or their designated Affiliate, which is a Subcontractor providing certain Equipment and engineering services related to the wound coil aluminum heat exchangers LNG liquefaction units pursuant to the equipment purchase agreement between Contractor and Air Products and Chemicals, Inc.â€œAPCI Licenseâ€ has the meaning set forth in Section 10.7A.â€œApplicable Codes and Standardsâ€ means any and all codes, standards or requirements set forth in Attachment A or in any Applicable Law, which codes, standards and requirements shall govern Contractorâ€™s performance of the Work, as provided herein. In the event of an inconsistency or conflict between any of the Applicable Codes and Standards, the highest performance standard as contemplated therein shall govern Contractorâ€™s performance under this Agreement.â€œApplicable Lawâ€ means all laws, statutes, ordinances, certifications, orders, (including presidential orders), decrees, proclamations, injunctions, licenses, Permits, approvals, rules and regulations, including any conditions thereto, of any Governmental Instrumentality having jurisdiction over any Party, all or any portion of the Site or the Train 4 Facility or performance of all or any portion of the Work or the operation of the Train 4 Facility, or other legislative or administrative action of a Governmental Instrumentality having jurisdiction over all or any portion of the Site or the Project or performance of all or any portion of the Work or the operation of the Project, or a final decree, judgment or order of a court which relates to the performance of Work hereunder or the interpretation or application of this Agreement, including (i) any and all Permits, (ii) any Applicable Codes and Standards set forth in Applicable Law, (iii) tariffs, quotas, and duties, and(iv) Applicable Law related to (y) conservation, improvement, protection, pollution, contamination or remediation of the environment or (z) Hazardous Materials or any handling, storage, release or other disposition of Hazardous Materials.â€œapprovalâ€ and â€œconsentâ€ means, unless specified otherwise herein, written approval and written consent. Wherever in this Agreement a provision is made for the giving or issuing of any consent by a Party, unless otherwise specified, such consent shall be in writing and the words â€œconsentâ€, â€œapproveâ€, â€œacceptâ€ or â€œcertifyâ€ (or words to similar effect) are to be construed accordingly.â€œAuthorized Documentsâ€ means such documents, drawings, and specifications provided by Owner or Ownerâ€™s Affiliate to Contractor pursuant to the ITB Agreement, as modified and resubmitted to Owner or Ownerâ€™s Affiliate as part of the FEED verification process for the Phase 1 Facilities performed by Contractor under the ITB Agreement.â€œBASFâ€ means BASF Corporation or their designated Affiliate. â€œBASF Licenseâ€ has the meaning set forth in Section 10.7B.â€œBasis of Designâ€ means the basis of design of the Train 4 Facility as set forth in Schedule A-2.â€œBHGEâ€ means Baker Hughes GE or their designated Affiliate. â€œBooks and Recordsâ€ has the meaning set forth in Section 3.13A.â€œBusiness Dayâ€ means every Day other than a Saturday, a Sunday or a Day that is an official holiday for employees of the federal government of the United States of America.â€œCADâ€ has the meaning set forth in Section 3.3E.â€œCapital Spare Partsâ€ means those capital spare parts listed in Attachment W for use after Substantial Completion which are to be included in the Work and the Contract Price, as further set forth in Section 3.4B.â€œChange Directiveâ€ is a written order issued by Owner to Contractor after the execution of this Agreement in the form of Schedule D-2 that requires Contractor to commence and execute an addition to, omission from, deletion from, suspension of, or any other modification or adjustment to the requirements of this Agreement, the Work or any Changed Criteria.â€œChange in COVID-19 Applicable Lawâ€ means the enactment, adoption, promulgation, imposition or repeal of an Applicable Law or an amendment to an Applicable Law or a change in the interpretation or application of an Applicable Law by a Governmental Instrumentality, that, in either case, is issued (a) in response to the COVID-19 pandemic, or to protect the general public or those performing the Work from the spread of COVID- 19, or to otherwise fight against the spread of COVID-19, and (b) after April 15, 2024 (subject to Section 2.6).â€œChange in U.S. Tariffs or Dutiesâ€ has the meaning set forth in Attachment FF.â€œChange Orderâ€ means a written instrument signed by both Parties after the execution of this Agreement in the form of Schedule D-1, that authorizes an addition to, deletion from, suspension of, or any other modification or adjustment to the requirements of this Agreement, including an addition to, deletion from or suspension of the Work or any modification or adjustment to any Changed Criteria. Owner and Contractor are entitled to a Change Order in accordance with Article 6.â€œChanged Criteriaâ€ means the Contract Price, the Key Dates, the Basis of Design, the Payment Schedule, any of the Minimum Acceptance Criteria or Performance Guarantees, or any other obligation or potential liability of Contractor under this Agreement.â€œChanges in Lawâ€ means any amendment, modification, superseding act, deletion, addition or change in or to Applicable Law (other than tariffs, quotas, and duties, which are addressed separately in Attachment FF), including changes to Tax laws that directly impact the Work (but excluding changes to Tax laws where such Taxes are based upon Contractorâ€™s revenue, income, profits/losses or cost of finance) and changes in Export Control Laws that occurs and takes effect after April 15, 2024 (subject to Section 2.6). Change in Law shall include any official change in the interpretation or application of Applicable Law (including Applicable Codes and Standards set forth in Applicable Law) that is not due to an act or omission of Contractor or its Subcontractors or Sub- subcontractors, provided that such Governmental Instrumentality making such official change expressly states in writing that it is officially changing the interpretation or applicable of such Applicable Law.â€œCollateral Agentâ€ has the meaning set forth in Attachment O.â€œCommissioningâ€ means, with respect to the applicable system or subsystem of the Equipment, all activities required subsequent to achieving mechanical completion of such system or subsystem and prior to RFSU, including the introduction of inert gas to oxygen free the systems and subsystems, commencement of the drying out process and tightness tests performed with inert gas at operating pressures, as further set forth in Attachment A and the performance and completion of the activities or the Commissioning checklists agreed to by Owner and Contractor.â€œCompetitors of Contractorâ€ has the meaning set forth in Section 19.2. â€œConfidential Informationâ€ has the meaning set forth in Section 19.3. â€œ[***]â€.â€œConsequential Damagesâ€ has the meaning set forth in Section 20.4.â€œConstruction Equipmentâ€ means the equipment, machinery, temporary structures, scaffolding,

materials, tools, supplies and systems, purchased, owned, rented or leased by Contractor or its Subcontractors or Sub-subcontractors for use in accomplishing the Work, but not intended for incorporation into the Train 4 Facility.â€œContract Priceâ€ has the meaning set forth in Section 7.1. â€œContractorâ€ has the meaning set forth in the preamble.â€œContractor Indemnified Partiesâ€ means (i) Contractor and its Affiliates, and (ii) the respective officers, directors, agents, members, shareholders, invitees, representatives and employees of each Person specified in clause (i) above. A â€œContractor Indemnified Partyâ€ means any one of the Contractor Indemnified Parties.â€œContractor Permitsâ€ has the meaning set forth in Section 3.12A.â€œContractor Representativeâ€ means that Person or Persons designated by Contractor in Section 2.2B, or in a notice to Owner pursuant to the process in Section 2.2A, who shall have complete authority to act on behalf of Contractor on all matters pertaining to this Agreement or the Work, including giving instructions and making changes in the Work, except for any limitations specified in such notice.â€œContractorâ€™s Change Noticeâ€ has the meaning set forth in Section 6.2B. â€œContractorâ€™s Confidential Informationâ€ has the meaning set forth in Section 19.2. â€œContractorâ€™s Intellectual Propertyâ€ has the meaning set forth in Section 10.2. â€œ[***]â€.â€œCorrective Workâ€ has the meaning set forth in Section 12.3.â€œCOVID-19â€ means an infectious respiratory disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), as identified by the World Health Organization and further abbreviated by such organization as â€œCOVID-19,â€ including any related strains and mutations of COVID-19, wherever the same may occur.â€œCOVID-19 Countermeasuresâ€ has the meaning set forth in Section 6.12A.â€œCOVID-19 Eventsâ€ means the occurrence of any of the following:A.Â Â Â Â Â a Change in COVID-19 Applicable Law affecting the Work;B.Â Â Â Â Â a change in COVID-19 Guidelines affecting the Work;C.Â Â Â Â Â a COVID-19 Outbreak affecting the Work;D.Â Â Â Â Â a COVID-19 Extension affecting the Work (provided that the relief for a COVID-19 Extension shall be solely handled as Provisional Sum in accordance with Attachment II, except that Contractor shall also be entitled to schedule relief as a COVID-19 Event for the COVID-19 Countermeasures in Rows 13 and 24 of Schedule II-1 in accordance with Section 6.12B); orE.Â Â Â Â Â occurrence of other epidemics, pandemics or plagues affecting the Work. â€œCOVID-19 Extensionâ€ has the meaning set forth in Section 6.12A.1.â€œCOVID-19 Guidelinesâ€ means the published guidelines, recommendations or suggested practices (including all revisions, amendments or supplements thereto) of any Governmental Instrumentality or relevant health or safety agency or body, including the Centers for Disease Control and Prevention (CDC), World Health Organization (WHO) or the Occupational Safety & Health Administration (OSHA), that is applicable to the performance of the Work that (a) is issued for the purpose of protecting the general public or those performing the Work from the spread of COVID-19, or to otherwise fight against the spread of COVID-19 and (b) is implemented by Contractor or its applicable Subcontractors or Sub-subcontractors for the purpose of reasonably protecting those performing the Work from the spread of COVID-19, provided that with respect to any Work at the Site, Contractor will first consult with Owner before implementation.â€œCOVID-19 Outbreakâ€ means a threatened or an actual increase in the incidence of COVID-19 infection among Ownerâ€™s or Contractorâ€™s (or its Subcontractorsâ€™ or Sub- subcontractorsâ€™) personnel assigned to perform the Work above the incident rate at the Site or in the region where the applicable Work is being performed that existed prior to such increase.â€œCOVID-19 Provisional Sumâ€ means the costs and expenses for the COVID-19 Countermeasures set forth in Attachment II that are implemented by Contractor (or its applicable Subcontractors or Sub-subcontractors) as a result of COVID-19 (including the occurrence of a COVID-19 Event) in accordance with this Agreement. The initial provisional sum amount is set forth in Section 1.0d of Attachment II.â€œCPM Scheduleâ€ has the meaning set forth in Section 5.4A. â€œCure Periodâ€ has the meaning set forth in Section 16.1C.â€œCybersecurity Eventâ€ means (i) an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts by any Person or (ii) an act or omission or series of acts or omissions by an employee of Contractor, Contractorâ€™s Affiliates, Subcontractors, Sub-subcontractors or any affiliates of such Subcontractors or Sub- subcontractors, in any case, involving access to, processing of, use of or operation of, any Information System which, in any case, causes a partial or total unavailability or failure of any Information System or failure to access, process, use or operate any Information System.â€œDayâ€ means a calendar day.â€œDefaultâ€ has the meaning set forth in Section 16.1A.â€œDefectâ€ or â€œDefectiveâ€ has the meaning set forth in Section 12.1A. â€œDefect Correction Periodâ€ means:(i)Â Â Â Â with respect to the Work (except for Structural Work described in clause(ii)Â Â Â Â below), the period commencing upon Substantial Completion and ending eighteen (18) months thereafter, as may be extended in accordance with Sections 12.3C and 12.3D; and(ii)Â Â Â Â with respect to Structural Work, the period commencing upon Substantial Completion and ending three (3) years thereafter.â€œDelay Liquidated Damagesâ€ has the meaning set forth in Section 13.1. â€œDFCDâ€ means date of first commercial delivery.â€œDFCD Dateâ€ has the meaning set forth in Section 13.3B. â€œDisclosing Partyâ€ has the meaning set forth in Section 19.3. â€œDisputeâ€ has the meaning set forth in Section 18.1. â€œDispute Noticeâ€ has the meaning set forth in Section 18.1.â€œDrawingsâ€ means the graphic and pictorial documents (in written or electronic format) showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams, which are prepared as a part of and during the performance of the Work.â€œEarly Completion Bonusâ€ means one, some, or all of the bonuses referred to in Sections13.3A and 13.3B, as the context requires.â€œEarned Valueâ€ has the meaning set forth in Section 7.2A.â€œEarned Value Contract Price Breakdownâ€ has the meaning set forth in Section 7.2A. â€œEffective Dateâ€ has the meaning set forth in the preamble.â€œEquipmentâ€ means all equipment, materials, supplies and systems required for the completion of and incorporation into the Train 4 Facility. Equipment excludes Construction Equipment. Notwithstanding the foregoing, equipment required to be engineered, procured or constructed under the Trains 1 and 2 EPC Agreement and Train 3 EPC Agreement shall not be considered Equipment under this Agreement.â€œExpanded Facilityâ€ means the additional liquefaction units (beyond those included in the Phase 1 Facilities and the Train 4 Facility) and associated facilities at or adjacent to the Project Site.â€œExpanded Facility Siteâ€ means those parcels of land where the Expanded Facility shall be located, as shown in greater detail in Attachment Z.â€œExport Control Lawsâ€ means all applicable export control laws, rules, and regulations administered by the United States, or within the definition of Applicable Law.â€œFCPAâ€ has the meaning set forth in Section 21.10. â€œFEEDâ€ has the meaning set forth in the Recitals.â€œFEED Agreementâ€ has the meaning set forth in the Recitals. â€œFERCâ€ means the Federal Energy Regulatory Commission.â€œFERC Authorizationâ€ means a written authorization issued from time to time by the FERC director of the Office of Energy Projects, authorizing Owner to commence construction of the Train 4 Facility, or take such other actions with respect to the Train 4 Facility as set forth therein.â€œFinal Completionâ€ means that all Work and all other obligations under this Agreement (except for that Work and obligations that survive the termination or expiration of this Agreement, including obligations for Warranties, correction of Defective Work and those covered by Section 11.10), are fully and completely performed in accordance with the terms of this Agreement, including: (i) the achievement of Substantial Completion; (ii) the achievement of all Performance Guarantees or payment of all Performance Liquidated Damages due and owing; (iii) the completion of all Punchlist items; (iv) delivery by Contractor to Owner of a fully executed Final Lien and Claim Waiver in the form of Schedules K-5 and K-6; (v) delivery by Contractor to Owner of all documentation required to be delivered under this Agreement, including Record As-Built Drawings and Specifications, test reports and the final operations and maintenance manuals for the Train 4 Facility; (vi) delivery to Owner, in content and form reasonably satisfactory to Owner, of copies of all required Subcontracts, written assignments of Subcontractor warranties and a list of the names, addresses and telephone numbers of the Subcontractors providing such warranties; (vii) removal from the Site of all of Contractorâ€™s, Subcontractorsâ€™ and Sub-subcontractorsâ€™ personnel, supplies, waste, materials, rubbish, Hazardous Materials, Construction Equipment, and temporary facilities for which Contractor is responsible under Article 3, other than as required by Contractor to fulfill its obligations under Section12.3A; (viii) delivery by Contractor to Owner of fully executed Final Lien and Claim Waivers from all Major Subcontractors in the form in Schedules K-7 and K-8; (ix) if, requested by Owner, fully executed Final Lien and Claim Waivers from Major Sub- subcontractors in a form substantially similar to the form in Schedules K-7 and K-8; and (x) delivery by Contractor to Owner of a Final Completion Certificate in the form of Schedule L-6 and as required under Section 11.7, which Owner has accepted by signing such certificate.â€œFinal Completion Certificateâ€ has the meaning set forth in Section 11.7. â€œFinal Completion Dateâ€ has the meaning set forth in Section 5.3B.â€œFinal Lien and Claim Waiverâ€ means the waiver and release provided to Owner by Contractor, Major Subcontractors and Major Sub-subcontractors in accordance with the requirements of Section 7.3, which shall be in the form of Schedule K-5, Schedule K-6, Schedule K-7, and Schedule K-8.â€œFinal NTP Deadlineâ€ has the meaning set forth in Section 5.2D.2.â€œForce Majeureâ€ means catastrophic storms, lightning or floods, tornadoes, hurricanes, typhoons, cyclones, [***], earthquakes, and other acts of God, accidents at sea, wars (other than an Ongoing Conflict Event), civil disturbances, Regional Strikes or other similar national labor actions, terrorist attacks, revolts, insurrections, sabotage, commercial embargoes, fires, explosions, and actions of a Governmental Instrumentality that were not requested, promoted, or caused by the affected Party, each of which occurs after April 15, 2024 (subject to Section 2.6), provided that such act or event (1) delays or renders impossible the affected Partyâ€™s performance of its obligations under this Agreement, (2) is beyond the reasonable control of the affected Party and not due to its or its Subcontractorâ€™s fault or negligence, and (3) could not have been prevented or avoided by the affected Party through the exercise of reasonable due diligence. For avoidance of doubt, Force Majeure shall not include any of the following: (1) economic hardship, (2) changes in market conditions, (3) late delivery or failure of Construction Equipment or Equipment unless such late delivery or failure of Construction Equipment or Equipment was otherwise caused by Force Majeure, (4) labor availability, strikes, or other similar labor actions, other than Regional Strikes or other similar national labor actions, (5) any impact to the Work as a result of COVID-19, including any COVID-19 Events, from one or more Ongoing Conflict Events or (6) climatic conditions (including rain, snow, wind, temperature and other weather conditions), tides, and seasons, regardless of the magnitude, severity, duration or frequency of such climatic conditions, tides or seasons, but excluding catastrophic storms or floods, lightning, tornadoes, hurricanes, typhoons, cyclones, [***] and earthquakes.â€œGAAPâ€ means generally accepted accounting principles in the United States of America.â€œGood Engineering and Construction Practicesâ€ or â€œGECPâ€ means the generally recognized and accepted reasonable and prudent practices, methods, skill, care, techniques and standards employed by the international LNG liquefaction and storage engineering and construction industries with respect to: (i) the engineering, procurement, construction, pre- commissioning, Commissioning, testing and start-up of natural gas liquefaction and storage facilities of similar size and type as the Train 4 Facility and in accordance with Applicable Codes and Standards and Applicable Law; (ii) personnel and facility safety and environmental protection; (iii) efficient scheduling of the Work; and (iv) the reliability and availability of the Train 4 Facility under the operating conditions reasonably expected at the Site, as specified in Attachment A.â€œGovernmental Instrumentalityâ€ means any federal, state or local department, office, instrumentality, agency, authority, board or commission having jurisdiction over a Party or any portion of the Work, the Train 4 Facility or the Site.â€œGuarantee Conditionsâ€ means the conditions upon which the Minimum Acceptance Criteria and Performance Guarantees are based and shall be tested, as further defined in Attachment T.â€œGuaranteed Datesâ€ mean the Guaranteed Substantial Completion Date and the Final Completion Date.â€œGuaranteed Substantial Completion Dateâ€ has the meaning set forth in Section 5.3A. â€œGuarantorâ€ means Bechtel Global Energy, Inc.â€œHazardous Materialsâ€ means any substance that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of â€œhazardous substances,â€ â€œhazardous wastes,â€ â€œhazardous materials,â€ â€œextremely hazardous wastes,â€ â€œrestricted hazardous wastes,â€ â€œtoxic substances,â€ â€œtoxic pollutants,â€ or any words of similar import pursuant to Applicable Law, or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Instrumentality, or which may be the subject of liability for damages, costs or remediation.â€œHigh Value Ordersâ€ has the meaning set forth in Attachment LL.â€œIndemnified Partyâ€ means any Owner Indemnified Party or Contractor Indemnified Party, as the context requires.â€œIndemnifying Partyâ€ means Owner or Contractor, as the context requires. â€œIndependent Engineerâ€ means the engineer(s) employed by Owner or Lender.â€œInformation Systemâ€ means any computer, hardware, software, control system, communications system, electronic device (including laptops and tablets) or microcontroller that is necessary for and an integral part of Contractorâ€™s or its Subcontractorsâ€™ or Sub-subcontractorsâ€™ use in the prosecution of the Work.â€œInitial Exchange Rateâ€ means the exchange rate set forth in Section 7.9. â€œInitial NTP Deadlineâ€ has the meaning set forth in Section 5.2.â€œInterim Lien and Claim Waiverâ€ means the waiver and release provided to Owner by Contractor, Major Subcontractors and Major Sub-subcontractors in accordance with the requirements of Section 7.2C, which shall be in the form of Schedule K-1, Schedule K-2, Schedule K-3, and Schedule K-4.â€œInvestment Gradeâ€ means a rating of at least A- by Standard & Poorâ€™s and at least A3 by Moodyâ€™s Investors Service.â€œInvoiceâ€ means Contractorâ€™s request for an interim payment pursuant to Section 7.2 and for final payment pursuant to Section 7.3, which invoice shall be in the form of Schedule I- 1 for interim payments and Schedule I-2 for final payment.â€œISOâ€ means the International Organization for Standardization.â€œIsrael and Gaza Conflictâ€ means the armed hostilities occurring anywhere in the Middle East or adjacent bodies of water as a result of or related to the conflict in Gaza between Israel and Hamas existing as of the Effective Date, including the expansion, exacerbation and/or continuation thereof that impacts the Work.â€œITB Agreementâ€ means the Invitation to Bid Services Agreement between Rio Grande LNG, LLC and Bechtel Oil, Gas and Chemicals, Inc. dated August 31, 2018.â€œKey Datesâ€ means the schedule of dates listed in Schedule E-1 and the Guaranteed Dates in which Contractor is required to achieve certain stages of completion of the Train 4 Facility.â€œKey Personnelâ€ or â€œKey Personsâ€ has the meaning set forth in Section 2.2A.â€œLenderâ€ means any entity or entities providing temporary or permanent debt or equity financing to Owner for the Train 4 Facility, including interest rate hedge providers and any entity or entities involved in the refinancing of such debt or equity financing.â€œLetter of Creditâ€ has the meaning set forth in Section 9.2.â€œLimited Notice to Proceedâ€ or â€œLNTPâ€ means any limited notice to proceed issued in accordance with Schedule H-1 and Section 5.2A, authorizing and requiring Contractor to proceed with the Work identified in such LNTP.â€œLiquidated Damagesâ€ means Performance Liquidated Damages and Delay Liquidated Damages.â€œLNGâ€ means liquefied natural gas.â€œLNG Storage Tankâ€ means a full containment, double walled LNG storage tank to be constructed, with a working capacity of approximately one hundred and eighty thousand cubic meters (180,000 m3), as further defined herein.â€œLNG Storage Tank Pump-Out Rate Performance Testâ€ or â€œLNG Storage Tank Pump- Out Rate Performance Testingâ€ shall have the meaning set forth in Attachment S.â€œLNG Tankerâ€ means any ocean-going vessel used by Owner, a customer of the Train 4 Facility or the Phase 1 Facilities or their designee for the transportation of LNG.â€œMajor Subcontractâ€ means (i) any Subcontract having an aggregate value in excess of [***] U.S. Dollars (U.S.$ [***]), (ii) multiple Subcontracts with one Subcontractor that have an aggregate value in excess of [***] U.S. Dollars (U.S.$ [***]), or (iii) any Subcontract entered into with a Subcontractor for Work listed in Sections 2 and 3 of Attachment G.â€œMajor Subcontractorâ€ means any Subcontractor with whom Contractor enters, or intends to enter, into a Major Subcontract and the Subcontractors listed as such in Attachment G.â€œMajor Sub-subcontractâ€ means (i) any Sub-subcontract having an aggregate value in excess of [***] U.S. Dollars (U.S.$ [***]), (ii) multiple Sub-subcontracts with one Sub- subcontractor that have an aggregate value in excess of [***] U.S. Dollars (U.S.$ [***]), or (iii) any Sub-subcontract entered into with a Sub-subcontractor for Work listed in Sections 2 and 3 of Attachment G.â€œMajor Sub-subcontractorâ€ means any Sub-subcontractor with whom a Subcontractor or Sub-subcontractor enters, or intends to enter, into a Major Sub-subcontract and the Sub- subcontractors listed as such in Attachment G.â€œMaximum Cumulative Payment Scheduleâ€ has the meaning set forth in Section 7.2E.â€œMinimum Acceptance Criteriaâ€ or â€œMACâ€ means the minimum acceptance criteria specified in Attachment T.â€œMinimum Acceptance Criteria Correction Periodâ€ has the meaning set forth in Section 11.5B.â€œMinimum Acceptance Criteria Correction Planâ€ has the meaning set forth in Section 11.5B.â€œMonthâ€ means a Gregorian calendar month; â€œmonthâ€ means any period of thirty (30) consecutive Days.â€œMonthlyâ€ means an event occurring, or an action taken, once every Month. â€œMonthly Progress Reportsâ€ has the meaning set forth in Section 3.19A.4. â€œMonthly Updated CPM Scheduleâ€ has the meaning set forth in Section 5.4C.â€œmtpaâ€ has the meaning set forth in the recitals.â€œNotice to Proceedâ€ or â€œNTPâ€ means the full notice to proceed issued in accordance with Schedule H-2 and Section 5.2C, authorizing and requiring Contractor to commence the performance of the entire Work.â€œOECDâ€ has the meaning set forth in Section 21.10.â€œOngoing Conflict Eventsâ€ has the meaning set forth in Section 6.13.â€œOSHAâ€ means the United States Department of Laborâ€™s Occupational Safety and Health Administration.â€œOwnerâ€ has the meaning set forth in the preamble hereto.â€œOwner-Furnished Itemsâ€ has the meaning set forth in Section 4.6B.â€œOwner Indemnified Partiesâ€ means (i) Owner, Ownerâ€™s Lenders, Ownerâ€™s limited or general partners, Ownerâ€™s members, Ownerâ€™s joint venturers and each of their respective Affiliates, and (ii) the respective officers, directors, agents, members, shareholders, invitees, representatives and employees of each Person specified in clause (i) above.â€œOwner Indemnified Partyâ€ means any one of the Owner Indemnified Parties.â€œOwner Representativeâ€ means that Person or Persons designated by Owner in a notice to Contractor who shall have complete authority to act on behalf of Owner on all matters pertaining to the Work, including giving instructions and making changes in the Work, except for any limitations specified in such notice.â€œOwnerâ€™s Brokerâ€ has the meaning set forth in Section 9.1F.â€œOwnerâ€™s Change Requestâ€ means the form of Ownerâ€™s request for a proposed Change Order attached

hereto as Schedule D-3.â€œOwnerâ€™s Confidential Informationâ€ has the meaning set forth in Section 19.1. â€œOwner/TL CAsâ€ has the meaning set forth in Section 19.2.â€œParent Guaranteeâ€ has the meaning set forth in Section 21.17. â€œPartyâ€ or â€œPartiesâ€ has the meaning set forth in the preamble.â€œPayment Milestoneâ€ means a designated portion of the Work as shown in the Payment Schedule.â€œPayment Scheduleâ€ means the schedule set forth in Attachment C, which sets out the payments to be paid based on achievement of Earned Value and Payment Milestones.â€œPerformance Guarantee(s)â€ means the performance guarantees specified in Attachment T.â€œPerformance Liquidated Damagesâ€ means the liquidated damages associated with the failure to achieve one or more of the Performance Guarantees as specified in Attachment T.â€œPerformance Testsâ€ means those tests performed by Contractor to determine whether the Train 4 Facility meets the Performance Guarantees and Minimum Acceptance Criteria, which tests shall be set forth in Attachment S and, to the extent not specified therein, as developed in accordance with Section 11.3.â€œPermitâ€ means any valid waiver, certificate, approval, consent, license, exemption, variance, franchise, permit, authorization or similar order or authorization from any Governmental Instrumentality required to be obtained or maintained in connection with the Train 4 Facility, the Site or the Work.â€œPersonâ€ means any individual, company, joint venture, corporation, partnership, association, joint stock company, limited liability company, trust, estate, unincorporated organization, Governmental Instrumentality or other entity having legal capacity.â€œPhase 1 EPC Agreementsâ€ has the meaning set forth in the recitals. â€œPhase 1 Facilitiesâ€ has the meaning set forth in the recitals.â€œPhase 1 Facilities Siteâ€ has the meaning set forth in the recitals. â€œPhase 1 Ownerâ€ has the meaning set forth in the recitals.â€œPhase 1 Workâ€ means the work required to be performed pursuant to the Phase 1 EPC Agreements.â€œPhase 1 Work Productâ€ means the â€œWork Productâ€ as defined in the Phase 1 EPC Agreements.â€œPort Indemnified Partiesâ€ means (i) Brownsville Navigation District of Cameron County and its Affiliates, successors and assigns and (ii) the respective directors, officers, shareholders and employees of each entity or person specified in clause (i) above. A â€œPort Indemnified Partyâ€ means any one of the Port Indemnified Parties.â€œPotential Lenderâ€ has the meaning set forth in Section 21.22A.â€œPre-Existing Hazardous Materialsâ€ means Hazardous Materials on the Site that are not brought on to the Site by or on behalf of Contractor or any of its Subcontractors or Sub-subcontractors.â€œPre-Existing Owner Proprietary Work Productâ€ has the meaning set forth in Section 10.4.â€œPrimavera Project Plannerâ€ has the meaning set forth in Section 5.4A.â€œProgress As-Built Drawings and Specificationsâ€ means Drawings and Specifications that show all current â€œas-builtâ€ conditions, as required under Attachment B.â€œProjectâ€ means the engineering, design, procurement, manufacturing, fabrication, assembly, transportation and delivery of Equipment, construction, pre-commissioning, Commissioning, testing and start-up of the Train 4 Facility and all other Work required to be performed under this Agreement.â€œProject Siteâ€ means the Phase 1 Facilities Site, the Site and the Expanded Facility Site.â€œProvisional Sumsâ€ means the provisional sums described in Attachment JJ with each provisional being a â€œProvisional Sum.â€â€œPunchlistâ€ means those finishing items required to complete the Work, the completion of which shall not interrupt, disrupt or interfere with the safe and reliable operation or use of all or any part of the Train 4 Facility as contemplated by this Agreement, as more fully described in Section 11.6 of this Agreement.â€œ[***]â€.â€œQuality Planâ€ has the meaning set forth in Section 3.18.â€œReady for Feed Gas Introductionâ€ or â€œRFFGIâ€ means, with respect to Train 4, that all of the following have occurred: (i) Contractor has commissioned the systems and subsystems for RFFGI of Equipment for Train 4 and completed the activities necessary to support the introduction of hydrocarbons, including the utility and process systems, safeguarding and shutdown systems have been pre-commissioned, commissioned and integrity verified, all as set forth in greater detail in Attachment A and Attachment M;(ii) Train 4 is ready for acceptance of natural gas feed; (iii) Contractor has provided the required documents for FERC approval; and (iv) Contractor has delivered to Owner a RFFGI Certificate in the form of Schedule L-1 and Owner has accepted such certificate by signing such certificate.â€œReady for Start Upâ€ or â€œRFSUâ€ means, with respect to Train 4, that all of the following have occurred: (i) Contractor has achieved and maintained Ready for Feed Gas Introduction for Train 4; (ii) all activities necessary to support the introduction of hydrocarbons, including all utility and process utility, safeguarding and shutdown systems have been pre-commissioned, commissioned and integrity verified; (iii) Commissioning is complete, cool down can commence for Train 4, and Train 4 is ready for startup and acceptance of feed gas; (iv) Equipment vendor representatives and other specialist Subcontractors required to support RFSU and early operations are mobilized at the Project Site; (v) Contractor has delivered to Owner a RFSU Certificate in the form of Schedule L- 3 and Owner has accepted such certificate by signing such certificate; and (vi) performance by Contractor of all other obligations required under this Agreement for RFSU of Train 4.â€œReady to Load First Cargoâ€ or â€œRLFCâ€ means that all of the following have occurred with respect to Train 4: (i) Contractor has achieved and maintained RFSU for Train 4;(ii) the LNG Storage Tank has been successfully cooled down and is operating normally with LNG stored in such tank; (iii) Train 4 has liquefied natural gas into LNG meeting all specifications and requirements of this Agreement (other than the Minimum Acceptance Criteria and Performance Guarantees) and successfully transferred and stored such LNG into the LNG Storage Tank; (iv) all LNG loading and unloading lines (and equipment and systems related thereto) constructed under this Agreement have been cooled down and filled with LNG while remaining at cryogenic temperatures; (v) Contractor has delivered to Owner an RLFC Certificate for Train 4 in the form of Schedule L-4 and Owner has accepted such certificate by signing such certificate; and (vi) performance by Contractor of all other obligations required under this Agreement for RLFC of Train 4.â€œReceiving Partyâ€ has the meaning set forth in Section 19.3.â€œRecord As-Built Drawings and Specificationsâ€ means final, record Drawings and Specifications of the Train 4 Facility showing the â€œas-builtâ€ conditions of the completed Train 4 Facility, as required under Attachment B.â€œRecovery Scheduleâ€ has the meaning set forth in Section 5.5.â€œRegional Strikesâ€ means strikes or similar labor actions by craft construction labor occurring in the entire Gulf coast region in Texas and Louisiana, including the Site.â€œRely Upon Informationâ€ means that certain information provided by Owner, which is expressly identified in Attachment BB as being Rely Upon Information.â€œRFFGI Certificateâ€ has the meaning set forth in Section 11.1A. â€œRFSU Certificateâ€ has the meaning set forth in Section 11.1B. â€œRLFC Certificateâ€ has the meaning set forth in Section 11.2A.â€œRussian and Ukraine Conflict Eventâ€ means the conflict between Russia and Ukraine existing as of the Effective Date including the expansion, exacerbation and/or continuation thereof that impacts the Work.â€œScope of Workâ€ means the description of Work to be performed by Contractor as set forth in this Agreement, including Attachment A.â€œSiteâ€ means those parcels of land where the Train 4 Facility shall be located, as shown in greater detail in Attachment Z. For the avoidance of doubt, the Site does not include any restricted areas designated in Attachment Z.â€œSoils Dataâ€ has the meaning set forth in Section 2.5B.â€œSpecificationsâ€ means those documents consisting of the written requirements for Equipment, standards and workmanship for the Work and performance of related services, which are prepared as a part of and during the performance of the Work.â€œStructural Workâ€ means any and all engineering, procurement or construction of the Train 4 Facility or components thereof relating to the structural capacity, integrity or suitability of any load bearing elements or underlying civil work for any portion of the Train 4 Facility.â€œSubcontractâ€ means an agreement by Contractor with a Subcontractor for the performance of any portion of the Work, including any amendments or change orders to add such portions of Work to an existing agreement with a subcontractor performing any portion of the Phase 1 Work.â€œSubcontractorâ€ means any Person (other than an Affiliate of Contractor), including an Equipment supplier or vendor, who has a direct agreement with Contractor to manufacture or supply Equipment that is a portion of the Work, to lease Construction Equipment to Contractor in connection with the Work, to perform a portion of the Work or to otherwise furnish labor or materials, which such direct agreement may include any amendments or change orders to add such portions of the Work to an existing agreement with a subcontractor performing any portion of the Phase 1 Work.â€œSubcontractor Proprietary Informationâ€ has the meaning set forth in Section 19.3.â€œSubstantial Completionâ€ means that all of the following have occurred with respect to Train 4: (i) RFFGI has been achieved; (ii) RFSU has been achieved; (iii) RLFC has been achieved; (iv) all Minimum Acceptance Criteria have been achieved; (v) in the case that all Performance Guarantees have not been achieved, Owner has accepted (such acceptance not to be unreasonably withheld) Contractorâ€™s corrective work plan, and Contractor has turned over the Train pursuant to Section 11.5A; (vi) Contractor and Owner have agreed upon a list of Punchlist items as set forth in Section 11.6; (vii) any Delay Liquidated Damages due and owing have been paid to Owner in accordance with Section 13.2; (viii) the entire Work related to Train 4 (including training and the delivery of all documentation, manuals and instruction books necessary for safe and proper operation) has been completed, except for Punchlist items, in accordance with the requirements and Specifications of this Agreement; (ix) Contractor has delivered to Owner the applicable Substantial Completion Certificate in the form of Schedule L-5 and as required under Section 11.3 and Owner has accepted such certificate by signing such certificate; (x) Train 4 is available for commercial operation in accordance with the requirements of this Agreement; (xi) Contractor has obtained all Permits required to be obtained by Contractor under this Agreement; and (xii) Contractor has delivered to Owner a fully executed Interim Lien and Claim Waiver in the form of Schedules K-1 and K-2, fully executed Interim Lien and Claim Waivers from all Major Subcontractors in the form of Schedules K-3 and K-4 and, if requested by Owner, fully executed Interim Lien and Claim Waivers from all Major Sub-subcontractors substantially in the form of Schedules K-3 and K-4, covering all Work up to the date of Substantial Completion.â€œSubstantial Completion Certificateâ€ has the meaning set forth in Section 11.3.â€œSub-subcontractâ€ means any agreement by a Subcontractor with a Sub-subcontractor or by a Sub-subcontractor with another Sub-subcontractor for the performance of any portion of the Work, including any amendments or change orders to add such portions of the Work to an existing agreement with a sub-subcontractor performing any portion of the Phase 1 Work.â€œSub-subcontractorâ€ means any Person (other than an Affiliate of Contractor), including an Equipment supplier or vendor, who has a direct or indirect agreement with a Subcontractor or another Sub-subcontractor to manufacture or supply Equipment which comprises a portion of the Work, to perform a portion of the Work or to otherwise furnish labor, materials or equipment (including Equipment), which such agreement may include any amendments or change orders to add such portions of the Work to an existing agreement with a sub-subcontractor performing any portion of the Phase 1 Work.â€œTaxesâ€ means any and all taxes, assessments, levies, tariffs, duties, fees, charges and withholdings of any kind or nature whatsoever and howsoever described, including sales and use taxes (excluding any Texas Sales and Use Tax on Equipment), value-added, sales, use, gross receipts, license, payroll, federal, state, local or foreign income, environmental, profits, premium, franchise, property, excise, capital stock, import, stamp, transfer, employment, occupation, generation, privilege, utility, regulatory, energy, consumption, lease, filing, recording and activity taxes, levies, fees, charges, imposts and withholding, together with any and all penalties, interest and additions thereto.â€œTechnology Licensorâ€ means any one of the following technology licensors that are licensing its technology to Owner, either directly with Owner or as a Subcontractor, to be incorporated in the Work: APCI, BASF and [***].â€œTexas Sales and Use Taxâ€ means Texas state and applicable local sales and use taxes.â€œThird Partyâ€ means any Person other than Owner Indemnified Parties and Contractor Indemnified Parties.â€œThird Party Intellectual Propertyâ€ has the meaning set forth in Section 10.2. â€œTotal Reimbursement Amountâ€ has the meaning set forth in Section 7.1A. â€œTrainâ€ means, as applicable, Train 1, Train 2, Train 3, Train 4 or Train 5. â€œTrain 1â€ has the meaning set forth in the Trains 1 and 2 EPC Agreement. â€œTrain 2â€ has the meaning set forth in the Trains 1 and 2 EPC Agreement. â€œTrain 3â€ has the meaning set forth in the Train 3 EPC Agreement.â€œTrain 3 EPC Agreementâ€ has the meaning set forth in the recitals.â€œTrain 4â€ has the same meaning as Train 4 Facility. â€œTrain 4 Facilityâ€ has the meaning set forth in the recitals.â€œTrain 5â€ means the work to be designed, procured, constructed, pre-commissioned, commissioned, started up and tested as further described in the Train 5 EPC Agreement.â€œTrain 5 EPC Agreementâ€ means, if such agreement is executed, the engineering, procurement and construction agreement between Rio Grande LNG Train 5, LLC and Contractor for the engineering, procurement, construction, commissioning, start-up and testing of Train 5.â€œTrain 5 Workâ€ means the work required to be performed pursuant to the Train 5 EPC Agreement.â€œTrains 1 and 2 EPC Agreementâ€ has the meaning set forth in the recitals. â€œUK Bribery Actâ€ has the meaning set forth in Section 21.10.â€œUnforeseen Subsurface Conditionsâ€ means any unforeseen (i) substantial voids, seismic faults or caverns, (ii) substantial man-made or natural subsurface obstructions, or(iii) fossils, antiquities or other things of archeological interest, that (a) are not identified in any Soils Data or any other documents provided to Contractor by Owner and (b) were not discovered by Contractor or any of its Subcontractors or Sub-subcontractors, acting in accordance with GECP, from inspections and investigations performed by Contractor or any of its Subcontractors or Sub-subcontractors prior to April 15, 2024.â€œU.S. Dollarsâ€ or â€œU.S.$â€ means the legal tender of the United States of America.â€œU.S. Tariffs and Dutiesâ€ means the following U.S. import laws, regulations, tariffs, duties and restrictions: Section 232 of the Trade Expansion Act of 1962 (as amended), Section 301 of the Trade Act of 1974 (as amended), and Section 201 of the Trade Act of 1974 (as amended).â€œWarrantyâ€ or â€œWarrantiesâ€ has the meaning set forth in Section 12.1A. â€œWeekly Progress Reportsâ€ has the meaning set forth in Section 3.19A.3. â€œWindstormsâ€ has the meaning set forth in Section 8.2A.â€œWorkâ€ means all obligations, duties and responsibilities required of Contractor pursuant to this Agreement, including all Equipment, Construction Equipment, spare parts, procurement, engineering, design, fabrication, erection, installation, manufacture, delivery, transportation, storage, construction, workmanship, labor, pre-commissioning, Commissioning, inspection, training, Performance Tests, other tests, start-up and any other services, work or things furnished or used or required to be furnished or used, by Contractor in the performance of this Agreement, including that set forth in Attachment A and Section 3.1A and any Corrective Work.â€œWork Productâ€ has the meaning set forth in Section 10.1.1.2Â Â Â Â Interpretation. The meanings specified in this Article 1 are applicable to both the singular and plural. As used in this Agreement, the terms â€œherein,â€ â€œherewith,â€ â€œhereunderâ€ and â€œhereofâ€ are references to this Agreement taken as a whole, and the terms â€œinclude,â€ â€œincludesâ€ and â€œincludingâ€ mean â€œincluding, without limitation,â€ or variant thereof. Unless expressly stated otherwise, reference in this Agreement to an Article or Section shall be a reference to an Article or Section contained in this Agreement (and not in any Attachments or Schedules to this Agreement) and reference in this Agreement to an Attachment or Schedule shall be a reference to an Attachment or Schedule attached to this Agreement.ARTICLE 2RELATIONSHIP OF OWNER, CONTRACTOR AND SUBCONTRACTORS2.1Â Â Â Â Status of Contractor. The relationship of Contractor to Owner shall be that of an independent contractor. Any provisions of this Agreement which may appear to give Owner or the Owner Representative the right to direct or control Contractor as to details of performing the Work, or to exercise any measure of control over the Work, shall be deemed to mean that Contractor shall follow the desires of Owner or the Owner Representative in the results of the Work only and not in the means by which the Work is to be accomplished, and Contractor shall have the complete right, obligation and authoritative control over the Work as to the manner, means or details as to how to perform the Work. Nothing herein shall be interpreted to create a master-servant or principal-agent relationship between Contractor, or any of its Subcontractors or Sub-subcontractors, and Owner. Nevertheless, Contractor shall strictly comply with all provisions, terms and conditions of this Agreement, and the fact that Contractor is an independent contractor does not relieve it from its responsibility to fully, completely, timely and safely perform the Work in strict compliance with this Agreement.2.2Â Â Â Â Key Personnel, Organization Chart and Contractor Representative.A.Â Â Â Â Key Personnel and Organization Chart. Attachment F sets forth Contractorâ€™s organizational chart to be implemented for the Work and also contains a list of key personnel (â€œKey Personnelâ€ or â€œKey Personsâ€) from Contractorâ€™s organization who will be assigned to the Work. Key Personnel shall, unless otherwise expressly stated in Attachment F, be devoted full-time to the Work for the entire duration of the Project, and Key Personnel shall not be removed or reassigned without Ownerâ€™s prior approval (such approval not to be unreasonably withheld). [***]. All requests for the substitution of Key Personnel shall include a detailed explanation and reason for the request and the rÃ©sumÃ©s of professional education and experience for a minimum of two (2) candidates with the requisite qualifications and experience. Should Owner approve of the replacement of a Key Person, not to be unreasonably withheld, Contractor shall allow for an overlap of three (3) weeks during which both the Key Person to be replaced and the Owner-approved new Key Person shall work together full time. The additional cost of any replacement of such Key Personnel and overlap time shall be entirely at Contractorâ€™s expense. Owner has the right, but not the obligation, to require Contractor to remove or cause to be removed Key Persons who are not, in Ownerâ€™s reasonable judgment, using GECP in the performance of the portion of the Work assigned to such Key Persons.B.Â Â Â Â Contractor Representative. Contractor designates [***] as the Contractor Representative. Notification of a proposed change in Contractor Representative shall be provided in advance, in writing, to Owner. The Contractor Representative is a Key Person.2.3Â Â Â Â Subcontractors and Sub-subcontractors. Owner acknowledges and agrees that Contractor intends to have portions of the Work accomplished by Subcontractors pursuant to written Subcontracts between Contractor and such Subcontractors and by Contractorâ€™s Affiliates, and that such Subcontractors may have certain portions of the Work performed by Sub-subcontractors. All Subcontractors and Sub-subcontractors shall be reputable, qualified firms with an established record of successful performance in their respective trades performing identical or substantially similar work. EXCEPT AS STATED IN SECTION 20.4, NO SUBCONTRACTOR OR SUB-SUBCONTRACTOR IS INTENDED TO BE OR SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT. Contractor shall be fully responsible to Owner for the acts and omissions of Subcontractors and Sub-subcontractors and of its Affiliates performing any Work and of Persons directly or indirectly engaged by any of them, as Contractor is for the acts or omissions of Persons directly or indirectly engaged by Contractor. The work of any Subcontractor or Sub-subcontractor and Contractorâ€™s Affiliates shall be subject to inspection by Owner, Lender, or Independent Engineer to the same extent as the Work of Contractor. All Subcontractors and Sub-subcontractors and Contractorâ€™s Affiliates and their respective personnel performing Work on the Site are to be instructed by Contractor in the terms and

requirements of the safety and environmental protection policies and procedures established under Section 3.10 and shall be expected to comply with such policies and procedures with respect to Work performed on the Site. In the event that any personnel do not adhere to such policies and procedures, such personnel shall be removed by Contractor. In no event shall Contractor be entitled to any adjustment of the Contract Price or Key Dates as a result of compliance with such policies and procedures or any removal of personnel necessitated by non-compliance. Nothing contained herein shall (i) create any contractual relationship between any Subcontractor and Owner, or between any Sub-subcontractor and Owner, or between any of Contractorâ€™s Affiliates performing Work and Owner or (ii) obligate Owner to pay or cause the payment of any amounts to any Subcontractor or Sub-subcontractor or any of Contractorâ€™s Affiliates. For purposes of Texas Sales and Use Tax, all Subcontracts and Sub- subcontracts will be separated contracts pursuant to Tex. Tax Code Â§ 151.056(b) and 34 Tex. Admin. Code Rule Â§ 3.291(a)(13).2.4Â Â Â Â Subcontracts and Sub-subcontracts.A.Â Â Â Â Approved List. Section 1 and Section 3 of Attachment G set forth the lists of Subcontractors and Sub-subcontractors that Contractor and Owner have agreed are approved Subcontractors and Sub-subcontractors for the performance of that portion of the Work specified in Section 1 and Section 3 of Attachment G. Section 2 of Attachment G sets forth a list of Subcontractors and Sub-subcontractors that Contractor has agreed to subcontract with for that portion of the Work specified in Section 2 of Attachment G. Approval by Owner of any Subcontractors or Sub-subcontractors does not relieve Contractor of any responsibilities under this Agreement.B.Â Â Â Â Additional Proposed Major Subcontractors and Major Sub- subcontractors. In the event that Contractor is considering the selection of a Subcontractor or Sub-subcontractor not listed on Attachment G that would qualify as a Major Subcontractor or Major Sub-subcontractor, Contractor shall (a) notify Owner of its proposed Major Subcontractor or Major Sub-subcontractor as soon as practicable during the selection process and furnish to Owner all information reasonably requested by Owner with respect to Contractorâ€™s selection criteria (including information regarding the Major Subcontractor or Major Sub-subcontractorâ€™s qualifications, safety performance and the agreed scope of work but excluding Major Subcontractorâ€™s or Major Sub-subcontractorâ€™s(i) pricing (other than unit rates), discount or credit information, payment terms, payment schedules and retention and (ii) performance security, liquidated damages and limitations on liability), and (b) notify Owner no less than ten (10) Business Days prior to the execution of a Major Subcontract with a Major Subcontractor or Major Sub-subcontract with a Major Sub-subcontractor not listed on Attachment G. Owner shall have the discretion, not to be unreasonably exercised, to reject any proposed Major Subcontractor or Major Sub-subcontractor not listed on Attachment G for a Major Subcontract or Major Sub-subcontract for failing to meet the standard set out in Section 2.3. Contractor shall not enter into any Major Subcontract with a proposed Major Subcontractor or Major Sub- subcontract with a Major Sub-subcontractor that is rejected by Owner in accordance with the preceding sentence. Owner shall undertake in good faith to review the information provided by Contractor pursuant to this Section 2.4B expeditiously and shall notify Contractor of its decision to accept or reject a proposed Major Subcontractor or Major Sub-subcontractor as soon as practicable after such decision is made. Failure of Owner to respond within ten (10) Days after Ownerâ€™s receipt of Contractorâ€™s notice of a proposed Major Subcontractor or Major Sub-subcontractor shall be deemed to be an acceptance of such Major Subcontractor or Major Sub-subcontractor.C.Â Â Â Â Other Additional Proposed Subcontractors and Sub-subcontractors. For any Subcontractor or Sub-subcontractor performing Work on the Site and not otherwise covered by Sections 2.4A or 2.4B, Contractor shall, within fourteen (14) Days after execution of a Subcontract with such Subcontractor or Sub-subcontractor, notify Owner in writing of the selection of such Subcontractor or Sub-subcontractor and inform Owner generally what portion of the Work such Subcontractor or Sub-subcontractor is performing.D.Â Â Â Â Delivery of Major Subcontracts and Major Sub-subcontracts. Contractor shall furnish Owner with a redacted copy of all Major Subcontracts and Major Sub- subcontracts (excluding only provisions regarding pricing, discount or credit information, payment terms, payment schedules, retention, performance security, liquidated damages and limitations on liability, except that such exclusions shall not apply to Major Subcontracts or Major Sub-subcontracts with APCI, BHGE and ABB) within ten (10) Days after execution thereof and, within ten (10) Days after Ownerâ€™s request, furnish Owner with a price redacted copy of any other Subcontracts or Sub-subcontracts. Notwithstanding the above, Ownerâ€™s receipt and review (or non-review) of any Subcontracts or Sub- subcontracts shall not relieve the Contractor of any obligations under this Agreement nor shall such action constitute a waiver of any right or duty afforded Owner under this Agreement or approval of or acquiescence in a breach hereunder.E.Â Â Â Â Terms of Major Subcontracts and Major Sub-subcontracts. In addition to the requirements in Section 2.3 and without in any way relieving Contractor of its full responsibility to Owner for the acts and omissions of Subcontractors and Sub- subcontractors, Contractor shall:1.Â Â Â Â include in each Major Subcontract and each Major Sub-subcontract provisions allowing each Major Subcontract and Major Sub-subcontract to be assigned to Owner, at Ownerâ€™s sole discretion, without the consent of the respective Major Subcontractor or Major Sub-subcontractor; provided that with respect to APCI, [***] and BASF, such assignment shall be subject to APCI, [***] and BASFâ€™s consent (as applicable), but such consent shall not be withheld unless the assignee is a competitor of APCI, [***] or BASF (as applicable) for such licensed technology or the assignment would cause a violation of Applicable Law; and2.Â Â Â Â Contractor shall include in each Major Subcontract and Major Sub- subcontract, to the extent such requirements and obligations are applicable to the performance of the Work under their respective Major Subcontract or Major Sub-subcontract, the following:(i)Â Â Â Â for all Major Subcontractors and Major Sub-subcontractors, provisions substantially similar to: Article 10, Article 17, and Article 19; Sections 2.3, 2.5C, 3.3D, 3.13, 3.16, 3.18, 8.1, 9.1 (and Attachment O), 12.1C, 12.2A, 16.1E, 16.3, the Interim Lien and Claim Waiver requirements in Section 7.2 and the Final Lien and Claim Waiver requirements in Section 7.3; and(ii)Â Â Â Â for all Major Subcontractors and Major Sub-subcontractors performing Work at the Site, provisions substantially similar to: Sections 3.6, 3.7, 3.8, 3.10, 3.17, 3.24, 3.25, 3.27 in addition to the requirements and obligations set forth in Section 2.4E.2(i).2.5Â Â Â Â Contractor Acknowledgements.A.Â Â Â Â This Agreement. Prior to the execution of this Agreement, Contractor or Contractorâ€™s Affiliate performed engineering, cost estimating and related services and developed and provided, or verified, as applicable, (1) the information that forms the Scope of Work and Basis of Design in Attachment A, which was performed or verified pursuant to the FEED Agreement, and (2) the Phase 1 Work Product, which was created or obtained pursuant to the Phase 1 EPC Agreements. Subject to Section 4.6A, Contractor hereby agrees and acknowledges that the Scope of Work and Basis of Design are accurate, adequate and sufficiently complete for Contractor to engineer, procure, construct, pre- commission, commission, start-up and test a fully operational natural gas liquefaction facility, and associated facilities for the Contract Price and in accordance with all requirements of this Agreement, including Applicable Codes and Standards, Applicable Law, and the Warranties, Minimum Acceptance Criteria and Performance Guarantees. Accordingly, except for Section 4.6A, Contractor hereby (i) agrees that it shall have no right to claim or seek an increase in the Contract Price or an adjustment to the Key Dates under this Agreement with respect to any incomplete, inaccurate or inadequate information or requirements that may be contained or referenced in Attachment A or the Phase 1 Work Product, and (ii) waives and releases Owner from and against such claims. Owner makes no guaranty or warranty, express or implied, as to the accuracy, adequacy or completeness of any such information that is contained or referenced in Attachment A or in the Phase 1 Work Product.B.Â Â Â Â Conditions of the Site.1.Â Â Â Â In addition to Section 2.5A, Contractor further agrees and acknowledges that it has made all investigations and inspections that it deems necessary to perform the Work in accordance with this Agreement, has conducted a review of the legal description of the Site, and understands the climate, terrain, topography, subsurface conditions and other difficulties that it may encounter in performing the Work in accordance with this Agreement. Contractor warrants that it has the experience, resources, qualifications and capabilities to perform the Work in accordance with this Agreement. Except as provided in Section 2.5B.2 or for Force Majeure, Contractor, as between Contractor and Owner, assumes all risks related to, and waives any right to claim an adjustment in the Contract Price or the Key Dates as a result of any conditions at the Site or at any other location where the Work is performed, including river levels, topography and subsurface soil conditions. Contractor agrees and acknowledges that: (a) any information provided by Owner to Contractor prior to the Effective Date relating to subsurface soil conditions or topographical conditions at the Site (the â€œSoils Dataâ€) was provided to Contractor for its convenience only; (b) the Soils Data shall not be considered a warranty or guarantee, express or implied, of subsurface conditions or topographical conditions existing at the Site; (c) the Soils Data does not constitute a part of this Agreement; and (d) Owner assumes no responsibility for the accuracy and sufficiency of the data contained within the Soils Data nor for Contractorâ€™s interpretation of such data, including the projection of soil-bearing values; rock profiles; soil stability; or the presence, level and extent of underground water.2.Â Â Â Â Contractor, as between Contractor and Owner, assumes all risks related to, and waives any right to claim an adjustment for, any and all subsurface conditions of whatever nature or condition, except as expressly provided in this Section 2.5B.2:(i)Â Â Â Â Unforeseen Subsurface Conditions. If Contractor encounters Unforeseen Subsurface Conditions in the performance of the Work that adversely affects Contractorâ€™s actual costs (which costs shall be adequately documented and supported by Contractor) of performance of the Work or ability to perform any material requirement of this Agreement, Contractor shall be entitled to a Change Order adjusting the Contract Price and/or the Key Dates, as applicable, pursuant to Sections 6.2A.5 and 6.8, provided that Contractor complies with the notice and Change Order request requirements set forth in Sections 6.2 and 6.5, uses reasonable efforts not to disturb such Unforeseen Subsurface Conditions prior to Ownerâ€™s investigation and, with respect to claims for costs for delay or schedule relief for delay, satisfies the requirements of Section 6.8.Notwithstanding the foregoing, Contractor is responsible for the proper interpretation of the Soils Data, including in accordance with GECP.C.Â Â Â Â Applicable Law and Applicable Codes and Standards. Contractor has investigated to its satisfaction Applicable Law and Applicable Codes and Standards and warrants that it can perform the Work at the Contract Price and within the Key Dates in accordance with Applicable Law and Applicable Codes and Standards. Contractor shall perform the Work in accordance with Applicable Law and Applicable Codes and Standards, whether or not such Applicable Law or Applicable Codes and Standards came into effect before April 15, 2024 (with such date extended pursuant to Section 2.6) or during the performance of the Work; provided, however, Contractor shall be entitled to a Change Order for Changes in Law to the extent allowed under Section 6.2A.7. Except for any Changes in Law for which Contractor is entitled to a Change Order under Section 6.2A.7, Contractor hereby waives any right to make any claim for adjustment of the Contract Price or the Key Dates in relation to any change in Applicable Law or Applicable Codes and Standards. Notwithstanding anything provided in this Agreement, the Parties agree that Contractorâ€™s sole and exclusive remedy for any change in tariffs, quotas, or duties is set forth in Attachment FF.D.Â Â Â Â Ownerâ€™s Consultants. Owner may designate consultants that are not an employee of Owner to provide certain administrative, management, planning and other services as it deems appropriate to assist with Ownerâ€™s rights, remedies and obligations under this Agreement. Such consultants or professionals may, to the extent specified in this Agreement between Owner and such consultants or professionals, act for or on behalf of Owner with respect to Ownerâ€™s rights, remedies and obligations under this Agreement, which may include receiving and reviewing certain deliverables and submittals from Contractor, inspecting certain portions of the Work and receiving Contractorâ€™s Confidential Information to the extent necessary to perform such services (having first been bound to an obligation of confidentiality in accordance with this Agreement) to the extent Owner is permitted to do the same under this Agreement, as further specified by Owner to Contractor in writing. Under no circumstances shall such consultants or professionals have any authority to amend this Agreement, sign any Change Order or issue any Change Directive. In no event will Owner retain as a consultant on this Project any Person that is a Competitor of Contractor.2.6Â Â Â Â Updates for Changes in Applicable Law or Force Majeure. On or prior to September 15, 2024, Contractor shall notify Owner in writing of any Changes in Law, Change in COVID-19 Applicable Law, or Force Majeure events that have occurred since April 15, 2024 that adversely affect the Key Dates or Contractorâ€™s actual costs (which costs shall be adequately documented and supported by Contractor) of performance of the Work or ability to perform any material requirement of this Agreement. In the event Contractor so notifies Owner of such Changes in Law, Change in COVID-19 Applicable Law or Force Majeure event, Contractor shall be entitled to a Change Order for an adjustment to the Contract Price and Key Dates to the extent permitted in Sections 6.2A.5, 6.7 and 6.8, provided that Contractor complies with the requirements in Section 6.5 no later than September 15, 2024. After such Change Order is executed, the April 15, 2024 date in the definitions of Changes in Law, Change in COVID-19 Applicable Law and Force Majeure shall thereafter be Effective Date. If Contractor has not provided Owner with suchnotice on or prior to September 15, 2024, the dates referenced in Changes in Law, Change in COVID-19 Applicable Law and Force Majeure shall thereafter be Effective Date, and Contractor waives all claims for any Changes in Law, Change in COVID-19 Applicable Law, or Force Majeure that may have occurred after April 15, 2024 and prior to Effective Date.ARTICLE 3 CONTRACTORâ€™S RESPONSIBILITIES3.1Â Â Â Â Scope of Work.A.Â Â Â Â Generally. Subject to Section 3.1B, the Work shall be performed on a fixed price turnkey basis and shall include all engineering, procurement, construction, pre- commissioning, Commissioning, start-up and testing of the Train 4 Facility, all Equipment, Construction Equipment, spare parts, labor, workmanship, inspection, manufacture, fabrication, installation, design, delivery, transportation, storage, training of Ownerâ€™s operation personnel and all other items or tasks that are set forth in Attachment A, or otherwise required to achieve RFFGI, RFSU, RLFC, and Substantial Completion and Final Completion in accordance with the requirements of this Agreement, including achieving the Minimum Acceptance Criteria and Performance Guarantees. Contractor shall be required to integrate and use such Ownerâ€™s personnel in Contractorâ€™s pre-commissioning, Commissioning, testing and start-up efforts. Contractor shall perform the Work in accordance with GECP, Applicable Law, Applicable Codes and Standards, and all other terms and provisions of this Agreement, with the explicit understanding that the Train 4 Facility will operate as a natural gas liquefaction facility and export terminal meeting all requirements and specifications of this Agreement, including Applicable Codes and Standards, Applicable Law, Warranties, Minimum Acceptance Criteria and Performance Guarantees. It is understood and agreed that the Work shall include any incidental work that can reasonably be inferred as required and necessary to complete the Train 4 Facility in accordance with GECP, Applicable Law, Applicable Codes and Standards, and all other terms and provisions of this Agreement, excluding only those items which Owner has specifically agreed to provide under the terms of this Agreement. Without limiting the generality of the foregoing, the Work is more specifically described in Attachment A.B.Â Â Â Â Exception to Scope of Work. Contractor shall not be responsible for providing those items identified in Article 4 as Ownerâ€™s obligations.3.2Â Â Â Â Specific Obligations.Â Â Â Â Without limiting the generality of Section 3.1 or the requirements of any other provision of this Agreement, Contractor shall:A.Â Â Â Â procure, supply, transport, handle, properly store, assemble, erect and install ;all EquipmentB.Â Â Â Â provide construction, construction management (including the furnishing of all Construction Equipment, and all Site supervision and craft labor), civil/structural, electrical, instrumentation, field design, inspection and quality control services required to ensure that the Work is performed in accordance herewith;C.Â Â Â Â negotiate all guarantees, warranties, delivery schedules and performance requirements with all Subcontractors so that all Subcontracts are consistent with this Agreement, as set forth in Sections 2.3 and 2.4;D.Â Â Â Â perform shop and other inspections of the work of Subcontractors and Sub- subcontractors to ensure that such work meets all of the requirements of this Agreement;E.Â Â Â Â pay Subcontractors in accordance with the respective Subcontracts;F.Â Â Â Â pay all Taxes incurred by Contractor in connection with the Work in a timely fashion, and as between Owner and Contractor, be responsible for all Taxes incurred by any Subcontractor or Sub-subcontractor;G.Â Â Â Â ensure that the Work is performed in accordance with the Key Dates;H.Â Â Â Â until Substantial Completion, conduct and manage all pre-commissioning, start-up operations, Commissioning, Performance Tests and other testing of the Train, while directing operation personnel provided by Owner pursuant to Section 4.4;I.Â Â Â Â obtain all Permits required per Section 3.12;J.Â Â Â Â provide prompt assistance, information and documentation required or requested by Owner to enable Owner to obtain or modify the Permits listed in Attachment Q, provided that such assistance, information and documentation shall not include Contractorâ€™s provision of information, testimony, documents or data by Contractorâ€™s employees under oath during litigation (unless specifically authorized by Contractor) and activities outside the field of Contractorâ€™s expertise, or the training or experience of personnel assigned to the performance of the Work under this Agreement (except to the extent provided for by Change Order issued pursuant to Section 6.1 and agreed by Contractor);K.Â Â Â Â provide training for Ownerâ€™s operation personnel per Section 3.5;L.Â Â Â Â ensure all Subcontractors perform their Subcontract obligations;M.Â Â Â Â cooperate with and respond promptly to reasonable inquiries from Owner;N.Â Â Â Â obtain and manage all temporary utilities for the performance of the Work;O.Â Â Â Â manage on behalf of Owner the engineering, procurement, construction and start-up of all permanent utilities provided outside the Site to the Site as specified in Schedule A-1;P.Â Â Â Â be responsible for connecting Train 4 to the Phase 1 Facilities;Q.Â Â Â Â supply all fills of lubricants, refrigerants and chemicals and transformer oils and all consumables necessary to perform the Work through Substantial Completion, excluding Ownerâ€™s supply requirements of natural gas feed for Commissioning, start-up,testing and operations as set forth in this Agreement, and as a condition of Substantial Completion, completely re-filling all fills, refrigerants, chemicals and oils for Train 4; andR.Â Â Â Â perform all design and engineering Work in accordance with this Agreement, including that specified in Section 3.3.3.3Â Â Â Â Design and Engineering Work.A.Â Â Â Â General. Contractor shall, as part of the Work, perform, or cause to be performed, all design and engineering Work in accordance with this Agreement and cause the Work to meet and achieve the requirements of this Agreement, including achieving the Minimum Acceptance Criteria and Performance Guarantees.B.Â Â Â Â Drawings and Specifications. Upon receipt of an LNTP or the NTP issued in accordance with Section 5.2, Contractor shall commence the preparation of the Drawings and Specifications for all Work relating to such LNTP or NTP. The Drawings and Specifications shall conform and comply with the requirements of this Agreement, including the Scope of Work,

Basis of Design, GECP, Applicable Codes and Standards, Applicable Law, and all applicable provisions of this Agreement. Contractor shall develop a design document submittal schedule in the form of a master document register for all Work after issuance of NTP and issue it to Owner no later than thirty (30) Days after Ownerâ€™s issuance of NTP.C.Â Â Â Â Review Process.1.Â Â Â Â Drawing and Specifications Review. During the development of the Drawings and Specifications, Contractor shall provide Owner with the opportunity to perform regular reviews of the design and engineering in progress on a regular basis. Such reviews may be conducted at Contractorâ€™s offices, at any of its Major Subcontractorâ€™s or Major Sub-subcontractorâ€™s offices with Contractorâ€™s presence, or remotely by electronic internet access (except that electronic access of Major Subcontractor and Major Sub-subcontractor work shall be provided only where reasonably available to Contractor). The reviews may be of progress prints, computer images, draft documents, working calculations, draft specifications or reports, Drawings, Specifications or other design documents determined by Owner.2.Â Â Â Â Submission by Contractor. Contractor shall submit copies of the Drawings and Specifications to Owner for formal review, comment, approval or disapproval in accordance with Attachment B and the submittal schedule mutually agreed to by the Parties each Month, as applicable. Each submission of Drawings and Specifications shall include a statement that to the best of Contractorâ€™s knowledge such Drawings and Specifications comply with Section 3.3B. In addition, if Contractor makes any changes to any Drawings or Specifications after they have been submitted to Owner (including after Owner has already reviewed, commented, approved or disapproved such Drawings and Specifications), Contractor shall re-submit such Drawings and Specifications to Owner in accordance with this Section.3.Â Â Â Â Review Periods. Owner shall have up to ten (10) Business Days after its receipt of Drawings and Specifications submitted in accordance with Section 3.3C.2 to issue to Contractor one (1) set of consolidated written comments, proposed changes and/or approvals or disapprovals of the submission of such Drawings and Specifications.4.Â Â Â Â No Owner Response. If Owner does not issue any comments, proposed changes or approvals or disapprovals within such time periods set forth in Section 3.3C.3, Contractor may proceed with the development of such Drawings and Specifications and any construction relating thereto, but Ownerâ€™s lack of comments, approval or disapproval, if applicable, shall in no event constitute an approval of the matters received by Owner.5.Â Â Â Â Disapproval by Owner. If Owner disapproves of the Drawings or Specifications, Owner shall provide Contractor with a written statement of the reasons for such disapproval within the time period required for Ownerâ€™s response for disapproval of Drawings and Specifications set forth in Section 3.3C.3. Contractor shall provide Owner with revised and corrected Drawings and Specifications as soon as possible thereafter and Ownerâ€™s rights with respect to issuing comments, proposed changes or approvals or disapprovals of such revised and corrected Drawings or Specifications are governed by the procedures specified above in this Section 3.3C; provided that Contractor shall not be entitled to any extensions of time to the Key Dates, an adjustment to the Contract Price or any adjustment to any other Changed Criteria; provided further, however, to the extent Ownerâ€™s disapproval of the Drawings or Specifications is due to one or more changes required by Owner to any such Drawings or Specifications that have an impact on the Work, and such disapproval is not the result of such Drawingsâ€™ or Specificationsâ€™ non-compliance with the requirements of this Agreement, Contractor shall be entitled to a Change Order to the extent such Owner-required change adversely affects the Key Dates or the Contract Price and Contractor complies with and meets the requirements of Article 6.6.Â Â Â Â Approval by Owner. Upon Ownerâ€™s approval of the Drawings and Specifications, such Drawings and Specifications shall be the Drawings and Specifications that Contractor shall use to construct the Work; provided that Ownerâ€™s review or approval of any Drawings and Specifications (or Ownerâ€™s lack of comments, proposed changes or approval) shall not in any way be deemed to limit or in any way alter Contractorâ€™s responsibility to perform and complete the Work in accordance with the requirements of this Agreement, and in the event that there is a discrepancy, difference or ambiguity between the terms of this Agreement and any Drawings and Specifications, the interpretation imposing the greater obligation on Contractor shall control. Due to the limited time for Ownerâ€™s review of Drawings and Specifications, Contractorâ€™s or its Subcontractorsâ€™ or Sub- subcontractorsâ€™ expertise in the Work and Ownerâ€™s contractual expectation for Contractor to prepare accurate and complete Drawings and Specifications, Contractor recognizes and agrees that Owner is not required or expected to make detailed reviews of Drawings and Specifications, but instead Ownerâ€™s review of Drawings and Specifications may be of only a general, cursory nature. Accordingly, any review or approval given by Owner under this Agreement (or Ownerâ€™s non-response) with respect to any Drawings or Specifications shall not in any way be, or deemed to be, an approval of any Work, Drawings or Specifications not meeting the requirements of this Agreement, as Contractor has the sole responsibility for performing the Work in accordance with this Agreement.D.Â Â Â Â Design Licenses. Contractor shall perform, or cause to be performed, all design and engineering Work in accordance with Applicable Law and Applicable Codes and Standards, and all Drawings, Specifications and design and engineering Work shall be signed and stamped by design professionals licensed to the extent required by Applicable Law.E.Â Â Â Â CAD Drawings. Unless otherwise expressly provided under this Agreement, all Drawings and Record As-Built Drawings prepared by Contractor or its Subcontractors under this Agreement shall be prepared using computer aided design (â€œCADâ€). All CAD drawing files shall be in fully operable and editable Microstation (Version 8) format, unless otherwise specified in Attachment B. Contractor shall use reasonable efforts to also provide Drawings, including Record As-Built Drawings and Specifications, in other formats requested by Owner.F.Â Â Â Â As-Built Drawings and Specifications. During construction, Contractor shall keep a redlined, marked, up-to-date set of Progress As-Built Drawings and Specifications on the Project Site as required under Attachment B. Contractor shall make redlined documents available to Owner for inspection upon request during the course of construction. As a condition precedent to Final Completion, Contractor shall deliver to Owner the Record As-Built Drawings and Specifications in accordance with Attachment B, which shall include delivery of final as-built drawing files in fully operable and editable format in CAD.G.Â Â Â Â Other Information. Contractor shall deliver copies of all other documents required to be delivered pursuant to Attachment B within and in accordance with the requirements and timing set forth in Attachment B.3.4Â Â Â Â Spare Parts.A.Â Â Â Â Commissioning Spare Parts. Contractor shall provide all pre- commissioning, commissioning, testing and start-up spare parts necessary to achieve Substantial Completion and shall, prior to and as a condition precedent to achieving RFSU, deliver such spare parts to the Site. The cost associated with all Work related to such pre- commissioning, commissioning, testing and start-up spare parts is included in the Contract Price, including all Work related to procuring and storing the commissioning spare parts and the purchase price for such parts.B.Â Â Â Â Capital Spare Parts. Prior to and as a condition precedent to Substantial Completion, Contractor shall deliver to the Project Site all the Capital Spare Parts that pertain to Train 4. Such Capital Spare Parts are listed in Attachment W, and the costassociated with all Work related to such Capital Spare Parts is included in the Contract Price, including the cost of procurement of such spare parts and the actual out-of-pocket purchase price of such spare parts. To the extent that Contractor desires to use any Capital Spare Parts, Contractor must obtain Ownerâ€™s prior approval, not to be unreasonably withheld, and replace all such spare parts in new and unused condition as a condition of Substantial Completion unless otherwise approved by Owner. Capital Spare Parts shall be treated, as applicable, as Equipment or as a component of the Aggregate Labor and Skills Price.C.Â Â Â Â Operating Spare Parts. With respect to operating spare parts for use after Substantial Completion (but only to the extent not taken into consideration by the Capital Spare Parts listed in Attachment W), Contractor shall deliver to Owner for Ownerâ€™s approval, not to be unreasonably withheld, a detailed priced list of the manufacturer and Contractor-recommended operating spare parts for each applicable item of Equipment necessary for operating such Equipment for two (2) years. The purchase price of each operating spare part shall be provided to Owner for each item of Equipment for which there is manufacturer or Contractor-recommended operating spare parts no later than thirty (30) Days after the execution of the applicable Subcontract for such Equipment, and such purchase prices will be valid for ninety (90) Days after Contractorâ€™s execution thereof. Within such ninety (90) Days, Owner may respond to Contractor identifying which operating spare parts, if any, that Owner wishes Contractor to procure under each Subcontract. The cost associated with all Work related to the two (2) yearsâ€™ operating spare parts is included in the Contract Price, except for the purchase price of such operating spare parts. In the event Owner requests in writing that Contractor procure any operating spare parts on Ownerâ€™s behalf, Contractor shall be entitled to a Change Order in accordance with Section 6.2A.6 to increase the Contract Price for the actual purchase price and delivery costs of such requested operating spare parts, plus costs of transportation, preservation and a profit of [***] percent ([***]%) on such price and costs. To the extent that Contractor desires to use any operating spare parts, Contractor must obtain Ownerâ€™s prior approval, not to be unreasonably withheld, and replace all such spare parts as a condition of Substantial Completion in new and unused condition unless otherwise approved by Owner. Operating spare parts shall be treated, as appropriate, as Equipment or as a component of the Aggregate Labor and Skills Price.3.5Â Â Â Â Training Program in General. As part of the Work, a reasonable number of competent personnel, who are capable of being trained by Contractor, designated by Owner in its sole discretion (but not to exceed the number of Persons listed in Attachment V) shall be given training designed and administered by Contractor at its expense, which shall be based on the program requirements contained in Attachment A and shall cover at a minimum the following topics: (i) the testing of each item of Equipment; (ii) the start-up, operation and shut-down of each item of Equipment; (iii) the performance of routine, preventative and emergency maintenance for each item of Equipment; and (iv) spare parts to be maintained for each item of Equipment, and their installation and removal. Such training shall include instruction for Ownerâ€™s operations personnel in the operation and routine maintenance of each item of Equipment prior to completion of Commissioning of each item of Equipment. As part of the training, Contractor shall provide Ownerâ€™s operating personnel with access to the Train 4 Facility during Commissioning, testing and start-up. Training shall be provided by personnel selected by Contractor who, in Contractorâ€™s and the Equipment Subcontractorâ€™s or Sub-subcontractorâ€™s judgment, are qualified to provide such training, and shall take place at such locations and at such times as agreed upon by the Parties. Contractor shall provide trainees with materials described in Attachment A. Contractor shall also provide to Owner all training materials and aids developed to conduct such training in order to facilitate future training by Owner of personnel hired after Substantial Completion. If Contractor determines, using GECP, that a member of the operations personnel provided by Owner who is under the control of Contractor pursuant to Section 3.29 is not competent, or is not adequately participating in the training, or is not sufficiently capable of performing his or her duties in connection with the Train 4 Facility, and such deficiencies are not the fault of Contractor and cannot be cured by Contractor using GECP, the Contractor may require Owner to remove and replace that member of the operations personnel (provided such personnel have not been designated as Ownerâ€™s key personnel).3.6Â Â Â Â Environmental Regulations and Environmental Compliance. No later than thirty (30) Days after the Effective Date, Contractor shall submit for Ownerâ€™s approval, not to be unreasonably withheld, Project-specific environmental policies and procedures. No later than thirty (30) Days after issuance of NTP, Contractor shall re-submit for Ownerâ€™s approval, not to be unreasonably withheld, Project-specific environmental policies and procedures. Such policies and procedures shall be in compliance with requirements of this Agreement, including Applicable Law and the plan and procedures set forth in Attachment J. Without limitation of Section 3.1, Contractor is responsible for performing the Work in compliance with all provisions of this Agreement regarding the environment and Applicable Law and in compliance with the policies and procedures set forth in Attachment J and the Project-specific policies and procedures approved by Owner. Contractor shall maintain all environmental compliance records required by Applicable Law and shall provide, or cause to be provided, necessary training to its employees, Subcontractors and Sub-subcontractors to ensure their compliance with the environmental rules and requirements of this Agreement. Contractor shall, at its sole cost and expense, dispose of all non-hazardous wastes and Hazardous Materials generated or brought onto the Site by Contractor, any Subcontractor or Sub-subcontractor during performance of the Work at off-Site disposal facilities permitted to receive such wastes and Hazardous Materials. Contractor shall provide copies of all waste and disposal records and reports to Owner. Contractor shall report to Owner, as soon as reasonably possible after having knowledge thereof and in no event later than one (1) Day after such occurrence, any violation of the foregoing. Contractor shall, at its sole cost and expense, remediate the release of any Hazardous Materials generated or brought onto the Site by Contractor, any Subcontractor or Sub-subcontractor or other event in violation of this Section 3.6. Contractorâ€™s obligations under this Section 3.6 shall survive termination of this Agreement.3.7Â Â Â Â Contractorâ€™s Tools and Construction Equipment. Contractor shall furnish all Construction Equipment necessary and appropriate for the timely and safe completion of the Work in compliance with this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Contractor shall be responsible for damage to or destruction or loss of, from any cause whatsoever, all Construction Equipment owned, rented or leased by Contractor or its Subcontractors or Sub-subcontractors for use in accomplishing the Work. Contractor shall require all insurance policies (including policies of Contractor and all Subcontractors and Sub- subcontractors) in any way relating to such Construction Equipment to include clauses stating that each underwriter will waive all rights of recovery, under subrogation or otherwise, against the Owner Indemnified Parties.3.8Â Â Â Â Employment of Personnel.A.Â Â Â Â Contractor shall not engage or retain or permit any Subcontractor or Sub- subcontractor to engage or retain, in connection with its performance under this Agreement, anyone who is unsafe, not skilled, or not qualified to perform the work assigned to such Person. Contractor agrees to promptly remove or reassign (or to require any Subcontractor or Sub-subcontractor to remove or reassign) from its services in connection with the Work any Person who does not meet the foregoing requirements, excluding vendors or suppliers who are not performing Work on the Site, laydown areas or modular fabrication yards. In addition, Contractor agrees that within forty-eight (48) hours after receipt of notice from Owner, it shall remove from the Work any employee or agent of Contractor or of Contractorâ€™s Subcontractors or Sub-subcontractors who, in Ownerâ€™s reasonable opinion, is unsafe, incompetent, careless, unqualified to perform the Work assigned to such Person, creates an unsafe or hostile work environment, persists in any conduct which is prejudicial to safety, health, or the protection of the environment, disregards the terms and conditions of this Agreement, or is interrupting, interfering with or impeding the timely and proper completion of the Work. NOTWITHSTANDING THE FOREGOING, OWNER SHALL HAVE NO LIABILITY AND CONTRACTOR AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, COSTS, LOSSES AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYSâ€™ FEES AND LITIGATION OR ARBITRATION EXPENSES) AND LIABILITIES, OF WHATSOEVER KIND OR NATURE, WHICH MAY DIRECTLY OR INDIRECTLY ARISE OR RESULT FROM CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR TERMINATING THE EMPLOYMENT OF OR REMOVING FROM THE WORK ANY SUCH EMPLOYEE OR AGENT WHO FAILS TO MEET THE FOREGOING REQUIREMENTS FOLLOWING A REQUEST BY OWNER TO HAVE SUCH EMPLOYEE OR AGENT REMOVED FROM THE WORK. Contractor shall replace any such employee or agent at its sole cost and expense.B.Â Â Â Â Contractor is responsible for maintaining labor relations in such manner that there is reasonable harmony among the employees of Contractor and its Subcontractors and Sub-subcontractors performing Work at the Site. Contractor and its Subcontractors and Sub-subcontractors performing Work at the Site shall conduct their labor relations in accordance with the recognized prevailing local area practices. Contractor shall inform Owner promptly of any labor dispute, anticipated labor dispute, request or demand by a labor organization, its representatives or members which may reasonably be expected to affect the Work. Contractor further agrees to inform Owner, before any commitments are made, about the negotiations of any agreements or understandings with local or national labor organizations.C.Â Â Â Â Contractor and its Subcontractors and Sub-subcontractors and the personnel of any of them shall not bring onto the Site any: (i) firearm of whatsoever nature, knife with a blade exceeding four (4) inches (100 millimeters) in length or other object which in the sole judgment of Owner is determined to be a potential weapon; (ii) alcoholic beverages or intoxicants of any nature; (iii) substance that creates a hazard and not related to the Work; (iv) animal; (v) illegal drugs of any nature; (vi) drugs (whether prescription or non-prescription) which impair physical or mental faculties; or (vii) prescription drugs without a valid prescription.D.Â Â Â Â In connection with the enforcement of this Section 3.8D, all employees and agents of Contractor and its Subcontractors and Sub-subcontractors shall successfully complete a drug screening test prior to performing Work at the Site, and periodically thereafter in accordance with the requirements of Attachment J. Contractor and its Subcontractors and Sub-subcontractors shall abide by and enforce the requirements of this Section 3.8D, and shall immediately remove from the Work and the Site to the extent permitted by Applicable Law any employee or agent of Contractor, Subcontractor or Sub- subcontractor who has violated the requirements of this Section 3.8D. The provisions of Section 3.8A with regard to liability of any of the Owner Indemnified Parties and Contractorâ€™s release, indemnification, defense and hold harmless obligations shall apply to the removal of any such Person under this Section 3.8D.3.9Â Â Â Â Clean-up. Contractor shall keep the Site free from all waste materials or rubbish caused by the activities of Contractor or any of its Subcontractors or Sub-subcontractors. As soon as practicable after the completion of all Punchlist items, Contractor shall remove, at its own cost, all Construction Equipment and other items not constituting part of the Train 4 Facility (other than as required by Contractor to fulfil its obligations under Section 12.3A) and remove all waste material and rubbish brought on to or generated by Contractor from the Site and restore the Site in accordance with this Agreement. In the event of Contractorâ€™s failure to comply with any of the foregoing, Owner may accomplish the same; provided, however, that Contractor shall be liable for and pay to Owner (directly, by offset, or by collection on the Letter of Credit, at Ownerâ€™s sole option) all reasonable costs associated with such removal and/or restoration, including costs associated with permitting, transportation and disposal at an authorized location.3.10Â Â Â Â Safety and Security. Contractor recognizes and agrees that safety and physical security are of paramount importance in the performance of the Work and that Contractor is responsible for performing the Work in a safe and physically secure manner. No later than thirty(30) Days after the Effective Date, Contractor

shall deliver to Owner a safety program for Ownerâ€™s approval, not to be unreasonably withheld. No later than thirty (30) Days after issuance of NTP, Contractor shall re-submit to Owner a safety program for Ownerâ€™s approval, not to be unreasonably withheld. Once Owner has approved Contractorâ€™s re-submitted safety program, Contractor shall seek approval from Owner of any material changes to such safety program. Contractorâ€™s safety program shall specify the written policies and procedures for maintaining and supervising all environmental, health and safety precautions and programs in connection with the performance of the Work, including appropriate precautions and Work-specific detailed programs for areas in and around the Site and the handling, collecting, removing, transporting or disposing of Hazardous Materials in order to ensure prudent practice on the Site for the safety of all Persons on the Site. Contractor further agrees to perform the Work in accordance with the safety and health rules and standards of Applicable Law (including OSHA) and such safety program, and Contractor shall assume all costs associated with compliance therewith. Contractorâ€™s safety program shall include the standards set forth in Attachment J. Ownerâ€™s review and approval of Contractorâ€™s safety program shall not in any way relieve Contractor of its responsibility regarding safety, and Owner, in reviewing and approving such safety program, assumes no liability for such safety program. Contractor shall appoint one or more (as appropriate) safety representative(s) acceptable to Owner who shall be resident at the Site, have responsibility to immediately correct unsafe conditions or unsafe acts associated with the Work and the Train 4 Facility, act on behalf of Contractor on safety and health matters, and participate in periodic safety meetings with Owner after Work has commenced on the Site. Contractor further agrees to provide or cause to be provided necessary training and safety Construction Equipment to its employees, Subcontractors and Sub-subcontractors to ensure their compliance with the foregoing safety and health rules and standards and enforce the use of such training and Construction Equipment. Contractor shall maintain all accident, injury and any other records required by Applicable Law or Contractorâ€™s safety program and shall furnish Owner a Monthly summary of injuries and labor hours lost due to injuries. Should Owner at any time observe Contractor, or any of its Subcontractors or Sub- subcontractors, performing the Work in an unsafe manner, or in a manner that may, if continued, become unsafe, then Owner shall have the right (but not the obligation) to require Contractor to stop the Work until such time as the manner of performing the Work has been rendered safe to the satisfaction of Owner; provided, however, that at no time shall Contractor be entitled to an adjustment of the Contract Price or Key Dates based on such work stoppage. Contractor shall be responsible for the security, fencing, guarding, temporary facilities, lighting, and supervision each as required and described in Attachment A until all of the requirements of Substantial Completion have been satisfied. Nothing in this Section 3.10 shall affect Contractorâ€™s status as an independent contractor. With respect to (i) the Siteâ€™s access requirements, restrictions and procedures, (ii) Ownerâ€™s safety and security rules and procedures and (iii) other such safety rules and procedures as required by the Siteâ€™s landowner or Applicable Law and Regulations, Contractor acknowledges that it has fully investigated and has taken such requirements, rules and procedures into account in planning the Work to be performed in accordance with the Key Dates. Further, regarding Site access and performance of the Work on the Site, Contractor shall comply with any Site access, safety, security requirements, restrictions, rules and procedures imposed by (i) the Siteâ€™s landowner and (ii) Owner after Substantial Completion. As such, Contractor shall not be entitled to a Change Order to adjust the Contract Price or Key Dates as a result of Contractorâ€™s (including its Subcontractors and Sub-subcontractors) compliance with such access, safety and security requirements, rules and procedures, except to the extent of any material changes made thereto by the Siteâ€™s landowner subsequent to the Effective Date. Contractor (i) is aware of all Applicable Law and safety requirements established by Governmental Instrumentalities (including social distancing and use of protective equipment) and applicable guidelines issued by the Center for Disease Control relating to COVID-19 that were issued prior to or as of April 15, 2024, and (ii) has taken such requirements and guidelines into account in planning the Work and developing the Contract Price, COVID-19 Provisional Sum, and Guaranteed Dates.3.11Â Â Â Â Emergencies. In the event of any emergency endangering life or property in any way relating to the Work, the Train 4 Facility or the Site, whether on the Site or otherwise, Contractor shall take such action as may be reasonable and necessary to prevent, avoid or mitigate injury, damage, or loss and shall, as soon as possible, report any such incidents, including Contractorâ€™s response thereto, to Owner. If Contractor fails to take such action and the emergency requires immediate action, then Owner, with or without notice to Contractor may, but shall be under no obligation to, take reasonable action as required to address such emergency. The taking of any such action by Owner, or Ownerâ€™s failure to take any action shall not limit Contractorâ€™s liability. Contractor shall reimburse Owner for the performance of any work or furnishing of any equipment or other items in connection with any emergency in an amount equal to the reasonable costs incurred by Owner in such performance of work or furnishing of equipment or other items.3.12Â Â Â Â Approvals, Certificates, Permits and Licenses.A.Â Â Â Â Contractor shall obtain the Permits listed in Attachment P as well as(i) those Permits for the Project that are required to be maintained in Contractorâ€™s name and (ii) those Permits necessary to perform the Work (â€œContractor Permitsâ€), as well as cause its Subcontractors and Sub-subcontractors to obtain those Permits in (i) and (ii).B.Â Â Â Â Â Contractor shall provide information, assistance and documentation to Owner as reasonably requested in connection with the Permits to be obtained by Owner in Attachment Q. Without limiting the generality of the foregoing, Contractor acknowledges that Owner is required to provide regular reports and other information to FERC during the design and construction of the Train 4 Facility, and that the Train 4 Facility will be subject to regular inspections by FERC staff, and continuous monitoring by inspectors providing reports to FERC. Contractor shall provide continuing support services relating to the FERC and regulatory processes, including the preparation of all design and engineering documentation necessary to conform and update Ownerâ€™s FERC, TCEQ and other filings to the Scope of Work, either prior to or following the issuance of the final FERC Order for the Project. Contractor shall also perform the engineering with respect to the Owner Permits in accordance with Exhibit A, and shall cooperate with FERC staff and inspectors, and take such actions as necessary to facilitate FERC monitoring and inspection programs.C.Â Â Â Â If Owner fails to obtain a FERC Authorization or another Owner Permit, including variances as required to support site population levels, within the time frames required in this Agreement and such failure adversely affects Contractorâ€™s actual costs (which costs shall be adequately documented and supported by Contractor) of performance of the Work or ability to perform any material requirement under this Agreement, then Contractor shall be entitled to a Change Order increasing the Contract Price accordingly, and, if such failure causes a delay (as that term is defined in Section 6.9), then Contractor shall be entitled to relief to the extent allowed under Section 6.8. Notwithstanding the foregoing, Contractor shall not be entitled to any relief to the extent that Ownerâ€™s failure to obtain a FERC Authorization or another Owner Permit is due to Contractorâ€™s failure to comply with Section 3.12B or to cooperate with Owner or any relevant Governmental Instrumentality.3.13Â Â Â Â Books, Records and Audits.A.Â Â Â Â Contractor shall keep full and detailed books, construction and manufacturing logs, records, daily reports, accounts, schedules, payroll records, receipts, statements, electronic files, correspondence and other pertinent documents as may be necessary for proper management under this Agreement, as required under Applicable Law or this Agreement (â€œBooks and Recordsâ€). Contractor shall maintain all such Books and Records in accordance with GAAP and shall retain all such Books and Records for a minimum period of time equal to the greater of: (i) three (3) years after Final Completion,(ii) such period of time as may be required under Applicable Law, or (iii) the time period required for resolution of all third-party claims arising out of or relating to this Agreement, the Work or the Train 4 Facility.B.Â Â Â Â Upon reasonable notice, Owner, Lender, and Independent Engineer shall have the right to audit or to appoint an independent public accounting firm to audit Contractorâ€™s Books and Records; provided, however, with respect to an independent public accounting firm, such Lender, Independent Engineer and independent public accounting firm and their representatives shall first execute a confidentiality agreement with Contractor. Contractorâ€™s Books and Records may be audited as necessary to (i) validate all amounts billed under any Change Orders that are not a fixed price, the reimbursable costs incurred with respect to any Provisional Sums, and (ii) review and confirm safety records, provided that if pursuant to Section 7.1B.6, Contractor claims that the contract prices of any of the Subcontracts with Subcontractors listed in Category A or B of Schedule LL-1 have increased by [***] percent ([***]%) or more, Owner shall be entitled to audit as necessary to validate all amounts or quotes under such Subcontracts. When requested by Owner, Contractor shall provide the auditors with reasonable access to all relevant Books and Records, and Contractorâ€™s personnel shall cooperate with the auditors to effectuate the audit or audits hereunder. The auditors shall have the right to copy such Books and Records at Ownerâ€™s expense. Contractor shall bear all reasonable costs and expenses incurred by it in assisting Owner with audits performed pursuant to this Section 3.13. Contractor shall include audit provisions identical to this Section 3.13 in all Subcontracts. The restrictions in this Section 3.13B to the audit rights of Owner, Lender or Independent Engineer shall not control over any rights such parties have under Applicable Law, in discovery in any arbitration or litigation arising out of Article 18 or in any arbitration or litigation against Guarantor or in any litigation between Owner and any Governmental Instrumentality.3.14Â Â Â Â Tax Accounting.A.Â Â Â Â Within a reasonable period of time (not to exceed thirty (30) Days) following Contractorâ€™s receipt of Ownerâ€™s written request therefor, Contractor shall provide Owner with any information regarding quantities, descriptions and sales prices of any Equipment installed on or ordered for the Train 4 Facility and any other information, including Books and Records, subject to the extent of the audit rights in Section 3.13, as Owner may deem reasonably necessary in connection with the preparation of its tax returns or other tax documentation in connection with the Project or the determination of Equipment listed in Attachment DD. No access to the aforementioned information (including Books and Records) shall be granted to Ownerâ€™s tax consultant until such tax consultant has signed a confidentiality agreement with Contractor in accordance with the standard practice in the auditing industry for audits of this kind.B.Â Â Â Â Contractor acknowledges that Owner is pursuing ad valorem tax abatement through the Texas Comptroller of Public Accounts, and upon request, Contractor shall provide to Owner and Ownerâ€™s tax consultant access to documentation required or requested by the Texas Comptroller of Public Accounts or any other Governmental Instrumentality in order for Owner to perfect such abatement related to the sales price of Equipment, including Equipment sales price, price of fabrication and design specifications, installation labor costs and overhead and other indirect costs. Documentation shall consist of asset name or Equipment reference number, a description of the asset, and amount charged by Contractor to Owner. Contractor agrees to offer similar assistance to Owner toward any other federal, state or local program that is enacted and would allow for a reduction, rebate, abatement or exemption of (i) Taxes or (ii) Texas Sales and Use Tax on Equipment listed in Attachment DD.3.15Â Â Â Â Temporary Utilities, Roads, Facilities and Storage.A.Â Â Â Â Prior to Substantial Completion and except for those utilities designated to be provided by Owner pursuant to Article 4, Contractor shall provide and pay for all utilities (e.g., electricity, water, communication, cable, telephone, waste and sewer), including all connections and substations, necessary for the performance of the Work, including installation, Permit and usage costs.B.Â Â Â Â Contractor shall construct and maintain temporary access and haul roads as may be necessary for the proper performance of this Agreement. Roads constructed on the Project Site shall be subject to Ownerâ€™s approval, not to be unreasonably withheld. Contractor shall provide Owner with sufficient office space at the time of Contractorâ€™s mobilization at the Site to accommodate Ownerâ€™s Representative and support staff. Contractor shall provide Owner with all office space, construction trailers, utilities, storage and warehousing, security, telephones, furnishings, and other temporary facilities required for their oversight of the Work, as set forth in more detail in Attachment A.C.Â Â Â Â All Equipment and other items or components thereof comprising part of the Work stored at a location other than on the Site shall be segregated from other goods and shall be clearly marked as â€œProperty of Rio Grande LNG Train 4, LLCâ€.3.16Â Â Â Â Subordination of Liens. Contractor hereby subordinates any mechanicsâ€™ and materialmenâ€™s liens or other claims or encumbrances that may be brought by Contractor against any or all of the Work, the Site, or the Train 4 Facility to any liens granted in favor of Lender, whether such lien in favor of Lender is created, attached or perfected prior to or after any such liens, claims or encumbrances, and shall require its Subcontractors and Sub-subcontractors to similarly subordinate their lien, claim and encumbrance rights. Contractor agrees to comply with reasonable requests of Owner for supporting documentation required by Lender, including any necessary lien subordination agreements, affidavits or other documents that may be required to demonstrate that Ownerâ€™s property and the Site are free from liens, claims and encumbrances arising out of the furnishing of Work under this Agreement. Nothing in this Section 3.16 shall be construed as a limitation on or waiver by Contractor of any of its rights under Applicable Law to file a lien or claim or otherwise encumber the Project as security for any undisputed payments owed to it by Owner hereunder that are past due, provided that such lien or claim is subordinate to any liens granted in favor of Lender.3.17Â Â Â Â Hazardous Materials. Contractor shall not, nor shall it permit or allow any Subcontractor or Sub-subcontractor to, bring any Hazardous Materials on the Site and shall bear all responsibility and liability for such materials; provided, however, that Contractor may bring onto the Site such Hazardous Materials as are necessary to perform the Work so long as the same is done in compliance with Applicable Law, Applicable Codes and Standards, and the requirements specified in Attachment J, and Contractor shall remain responsible and liable for all such Hazardous Materials. If Contractor or any Subcontractor or Sub-subcontractor encounters Pre-Existing Hazardous Materials at the Site, Contractor and its Subcontractors and Sub- subcontractors shall immediately stop Work in the affected area and notify Owner. Contractor and its Subcontractors and Sub-subcontractors shall not be required to resume Work in connection with such Pre-Existing Hazardous Materials or in any area affected thereby until Owner has: (i) obtained any required permits or other approvals related thereto; and (ii) delivered to Contractor a written notice (x) specifying that any affected area is or has been rendered suitable for the resumption of Work in compliance with Applicable Law or (y) specifying any special conditions under which such Work may be resumed in compliance with Applicable Law. To the extent that any such suspension adversely affects Contractorâ€™s or its Subcontractorsâ€™ or Sub-subcontractorsâ€™ cost or time for performance of the Work in accordance with the requirements of this Agreement, Contractor shall be entitled to an appropriate Change Order pursuant to Section 6.2A.8. If under such circumstances Contractor or any of its Subcontractors or Sub-subcontractors fail to stop Work and notify Owner, Contractor shall be responsible and liable to Owner in accordance with Section 17.1B for all damages, costs, losses and expenses to the extent relating to such failure, subject to an aggregate cap of [***] U.S. Dollars (U.S.$ [***]) and Owner hereby releases Contractor Indemnified Parties (in connection with the Work, Phase 1 Work, and Train 5 Work), its Subcontractors or Sub-subcontractors (in connection with the Work) and any subcontractors and sub-subcontractors of Contractor (in connection with the Phase 1 Work and Train 5 Work) from any such liability in excess thereof. For the avoidance of doubt, any such liability of Contractor under this Agreement, the Phase 1 EPC Agreements, and the Train 5 EPC Agreement shall not exceed [***] U.S. Dollars (U.S.$ [***]) in the total cumulative aggregate under the Phase 1 EPC Agreements, Train 5 EPC Agreement, and this Agreement and Ownerâ€™s release above shall similarly apply to such cumulative aggregate.3.18Â Â Â Â Quality Assurance. No later than thirty (30) Days after the Effective Date, Contractor shall submit to Owner for its review and approval, not to be unreasonably withheld, a facility-specific quality control and quality assurance plan and an inspection plan detailing Contractorâ€™s quality plan (â€œQuality Planâ€) and Subcontractor source inspection plan as required by Attachment Y. Contractor shall submit to Owner for its approval, not to be unreasonably withheld, detailed inspection and test plans and supporting construction procedures as required by Attachment Y. No later than thirty (30) Days after issuance of NTP, Contractor shall re-submit to Owner for its review and approval, not to be unreasonably withheld, an updated Quality Plan. Prior to the commencement of the Work, detailed quality assurance and quality control procedures and plans applicable to that portion of the Work shall be issued to Owner in accordance with Attachment Y. Ownerâ€™s review and approval of Contractorâ€™s Quality Plan, Subcontractor source inspection plan, detailed construction inspection and test plans and supporting construction procedures, and detailed quality assurance and quality control procedures and plans shall in no way relieve Contractor of its responsibility for performing the Work in compliance with this Agreement. As part of such plans, Contractor agrees that it shall keep a daily record of inspections performed, and Contractor shall make available at the Project Site for Ownerâ€™s and Lenderâ€™s (including Independent Engineer) review a copy of all such inspections.3.19Â Â Â Â Reports and Meetings.A.Â Â Â Â Reports. Contractor shall provide Owner with one (1) hardcopy and one(1)Â Â Â Â electronic copy of the following reports and such other information required in this Agreement:1.Â Â Â Â minutes for all weekly status and Project-related meetings with Owner within five (5) Business Days following such meeting;2.Â Â Â Â safety or environmental incident reports within three (3) Business Days following the occurrence of any such incident (including â€œnear missâ€ incidents where no individual was injured or property was damaged), except for any safety or environmental incident involving a significant non-scheduled event such as LNG or natural gas releases, fires, explosions, mechanical failures, unusual over-pressurizations or major injuries which shall be provided to Owner within eight (8) hours of the occurrence of such incident; provided, however, notification shall be provided to Owner immediately if any safety or environmental incident threatens public or employee safety, causes significant property damage, or interrupts the Work;3.Â Â Â Â weekly (or such longer duration as otherwise agreed by Owner in writing) progress reports (â€œWeekly Progress Reportsâ€), in a form reasonably acceptable to Owner and containing the information required in Attachment X, which shall be provided one (1) Day prior to the weekly progress meeting and shall cover all activities up to the end of the previous week; and4.Â Â Â Â Monthly progress reports, in a form reasonably acceptable to Owner and containing the information required in Attachment X (â€œMonthly Progress Reportsâ€). Contractor shall provide the Monthly Progress Report no later than ten(10) Days after the end of each Month, and the Monthly Progress Report shall cover activities up through the end of the previous Month. Contractor shall provide Owner with the number of copies of such reports and shall arrange for the distribution thereof as Owner may reasonably request.B.Â Â Â Â Meetings.1.Â Â Â Â A weekly progress meeting with Owner shall occur every week, on a weekday to be agreed to by the Parties, at the Site, or at an alternate site agreeable to the Parties, to discuss the matters

described in Attachment X for the prior week. The meetings shall be attended by Contractor and those Contractor employees and Subcontractors reasonably requested by Owner.2.Â Â Â Â A Monthly progress meeting shall be held within one (1) week after the issuance of the Monthly Progress Report at the Site, or at an alternate site agreeable to Owner and Contractor, to discuss the matters described in Attachment X for the prior Month and to review the Monthly Progress Report for that Month with Owner. The Monthly progress meeting shall be attended by the Owner Representative, the Contractor Representative and those Contractor employees, Subcontractors and Sub-subcontractors reasonably requested by Owner. The meetings may be attended by any authorized representative or agent of Lender or the Independent Engineer.3.20Â Â Â Â Payment. Contractor shall timely make all payments required to be paid to Owner pursuant to the terms of this Agreement.3.21Â Â Â Â Commercial Activities. Neither Contractor nor its employees shall establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on the Site or any other lands owned or controlled by Owner; provided, however, temporary lunch wagons and vending machines may be permitted upon prior approval by Owner, not to be unreasonably withheld.3.22Â Â Â Â Title to Materials Found. As between Owner and Contractor, the title to water, soil, rock, gravel, sand, minerals, timber, and any other materials developed or obtained in the excavation or other operations of Contractor, any Subcontractor or Sub-subcontractor and the right to use said materials or dispose of same is hereby expressly reserved by Owner. Contractor may use in the Work mesquite and top soil and fill for leveling, provided that such materials comply with the requirements of this Agreement. Notwithstanding the above, Contractor shall remain liable for, at its sole cost and expense, the disposal of all materials developed or obtained in the excavation or other operations of Contractor, any Subcontractor or Sub-subcontractor (excluding Pre-Existing Hazardous Materials and Unforeseen Subsurface Conditions, if any).3.23Â Â Â Â Survey Control Points and Layout. Contractor shall establish all survey control points and layout the entire Work in accordance with the requirements of this Agreement, which shall be based on the survey control points established by Owner pursuant to Section 4.5. Contractor acknowledges that, prior to commencement of the Work, it has independently confirmed with a surveyor, licensed in the state of Texas, the proper placement of such survey control points. If Contractor or any of its Subcontractors, Sub-subcontractors or any of the representatives or employees of any of them move or destroy or render inaccurate the survey control points provided by Owner, such control points shall be replaced by Contractor at Contractorâ€™s own expense.3.24Â Â Â Â Cooperation with Others. Subject to the provisions of this Agreement, including Section 4.3, Contractor acknowledges that Owner, its consultants and professionals described in Section 2.5D and other contractors and other subcontractors or other Persons may be working at the Site or the Phase 1 Facilities Site during the performance of this Agreement. Owner shall, and shall require that such consultants and professionals described in Section 2.5D and other contractors and other subcontractors or other Persons working at the Site (except with respect to Contractorâ€™s work performed under the Trains 1 and 2 EPC Agreement and Train 3 EPC Agreement) during the performance of this Agreement prior to Substantial Completion, at all times while on the Site comply with Contractorâ€™s safety program approved by Owner pursuant to Section 3.10 that is applicable to the Site. To minimize interference with the work of any other parties, Contractor and its Subcontractors and Sub-subcontractors shall not, unless permitted by Owner in writing, perform the Work in the restricted work areas set forth in Attachment Z. No later than thirty (30) Days after the Effective Date, Contractor shall provide to Owner, for its review and comment, a Site access plan designating the entrances and exits to the Site that will be used during construction and providing Contractorâ€™s proposed Site access policies, all in accordance with the requirements of this Agreement and Attachment J. No later than thirty (30) Days after issuance of NTP, Contractor shall re-submit to Owner, for its review and comment, a Site access plan designating the entrances and exits to the Site that will be used during construction and providing Contractorâ€™s proposed Site access policies, all in accordance with the requirements of this Agreement and Attachment J. In addition, Contractor shall reasonably cooperate and coordinate its Work with Ownerâ€™s other contractors performing services on the Site (and Contractor shall fully cooperate and coordinate its Work with its separate work under the Trains 1 and 2 EPC Agreement and Train 3 EPC Agreement) and shall not obstruct or restrict Ownerâ€™s access to and on the Site and Project Site. Ownerâ€™s Site and Project Site access shall in no way relieve Contractor from its obligations to carry out the Work in accordance with this Agreement.3.25Â Â Â Â Responsibility for Property. Contractor shall plan and conduct its operations so that neither Contractor nor any of its Subcontractors or Sub-subcontractors shall (i) enter upon private lands (other than the Project Site) or water bodies in their natural state unless authorized by the owners of such lands; (ii) enter any restricted areas set forth in Schedule A-1 or Attachment Z; (iii) close or obstruct any utility installation, highway, waterway, harbor, road or other property unless and until applicable Permits have been obtained and, to the extent such items are located on the Project Site, Ownerâ€™s permission has been obtained; (iv) disrupt or otherwise interfere with the operation of any portion of any pipeline, telephone, ship or barge operation, dredging activities, activities of the Port Authority Indemnified Parties, conduit or electric transmission line, railroad, ditch, navigational aid, dock or structure unless otherwise specifically authorized by Owner in writing, the appropriate entity or authority, or otherwise provided in Attachment A; (v) damage any property listed in (iii) or (iv); and (vi) damage or destroy maintained, cultivated or planted areas or vegetation such as trees, plants, shrubs, shore protection, paving, or grass adjacent to the Project Site. The foregoing includes damage arising from performance of the Work through operation of Construction Equipment or stockpiling of materials. Contractor shall be responsible for all damages, costs, losses and expenses arising out of non-compliance with this Section 3.25 (in accordance with the indemnification and defense obligations set forth in Section 17.1I) and shall, as soon as reasonably possible, restore at its own cost and expense such property to the condition it was in before such damage. If (i) damage occurs to Train 1 or Train 2 prior to substantial completion of such applicable Train 1 or Train 2, liability for such damage shall be governed by the Trains 1 and 2 EPC Agreement and (ii) damage occurs to Train 3 prior to substantial completion of Train 3, liability for such damage shall be governed by the Train 3 EPC Agreement. Contractor and its Subcontractors and Sub-subcontractors shall coordinate and conduct the performance of the Work so as to not unreasonably interfere with or disrupt the use and peaceful enjoyment of any adjacent property to the Site or Phase 1 Facilities Site.3.26Â Â Â Â Explosives. Explosives shall not be transported to the Site without Ownerâ€™s prior approval. In the event that Contractor receives such approval, explosives shall be transported to the Site only when required to perform the Work under this Agreement and with at least thirty (30) Daysâ€™ prior notice to and approval of Owner. Contractor shall be responsible for properly purchasing, transporting, storing, safeguarding, handling and using explosives required to perform the Work under this Agreement. Contractor shall employ competent and qualified personnel for the use of explosives. Residual surplus explosives shall be promptly removed from the Site and properly disposed of by Contractor. Contractor shall strictly comply with Applicable Law and Applicable Codes and Standards in the handling of explosives pursuant to this Agreement (including the U.S. Patriot Act of 2001 and any and all rules and regulations promulgated by theU.S. Department of Homeland Security and the U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives), shall perform all obligations and obtain all Permits with respect to explosives, and shall develop and file and provide copies to Owner of all documentation regarding same.3.27Â Â Â Â No Interference with Phase 1 Facilities.A.Â Â Â Â Contractor understands that upon substantial completion of Train 1 and Train 2 under the Trains 1 and 2 EPC Agreement and Train 3 under the Train 3 EPC Agreement, such Train will be under full commercial operation and it is the Partiesâ€™ intent that the performance of the Work and Contractorâ€™s other obligations under this Agreement, including with respect to the Work, will not interfere with the commercial operation of Train 1, Train 2 and Train 3, except to the extent and for the durations specified in Attachment HH. No later than fourteen (14) Daysâ€™ prior to the time that Contractor plans to perform such interfering Work, Contractor shall propose a detailed plan setting out how Contractor intends that such interfering Work will be performed to minimize, to the greatest extent reasonably possible, interference with the operation of Train 1, Train 2 and Train 3 respectively, while at all times complying with the requirements in AttachmentHH. Prior to performing such Work, Owner and Contractor shall mutually agree in writing on a final plan for Contractor to execute such Work. Owner may, in its sole discretion, subsequently prohibit such interfering Work from being performed in accordance with the final plans agreed by the Parties, but in such case, Contractor shall be entitled to a Change Order to the extent permitted under Sections 6.2A.1 and 6.8.B.Â Â Â Â It is the Partiesâ€™ intent that, except for the activities listed in Attachment HH, the performance of the Work and Contractorâ€™s other obligations under this Agreement will not interfere with the operation of Train 1 or Train 2 after such Train has achieved substantial completion under the Trains 1 and 2 EPC Agreement or Train 3 after Train 3 has achieved substantial completion under the Train 3 EPC Agreement. During the performance of the Work, should an unforeseeable situation arise that requires access to or has the potential of interfering with the operation of Train 1, Train 2 or Train 3, Contractor shall, except in an emergency endangering property or any Persons, give Owner written notice as soon as possible but no later than thirty (30) Daysâ€™ prior to the time that Contractor plans to perform such interfering Work, detailing a plan that proposes in detail how Contractor intends that such Work will be performed to minimize, to the greatest extent reasonably possible, interference with the operation of Train 1, Train 2 and Train 3, as applicable. Such plan proposed by Contractor shall be the least disruptive to operations of Train 1, Train 2 and Train 3, unless such plan is disproportionately expensive when compared to the impact on the operations of Train 1, Train 2 and Train 3. Emergency actions are governed by Section 3.11. Prior to performing such Work, Owner and Contractor shall mutually agree in writing on a final plan for Contractor to execute such interfering Work. Owner may, in its sole discretion, subsequently prohibit such interfering Work from being performed in accordance with the final plans agreed by the Parties, but in such case, Contractor shall be entitled to a Change Order to the extent permitted under Sections 6.2A.1 and 6.8.C.Â Â Â Â Contractor acknowledges the risks, hazards and constraints relating to performing Work adjacent to, and within the confines of operating facilities, including Train 1 and Train 2 after it has achieved substantial completion under the Trains 1 and 2 EPC Agreement and Train 3 after it has achieved substantial completion under the Train 3 EPC Agreement. This requires significant planning and attention to safe work practices to ensure the safety and reliability of the operating facilities and the safety of the construction and operational personnel. Such detailed planning activities and safe work plans shall be provided to Owner for its approval, not to be unreasonably withheld, within a reasonable period of time prior to performing any Work affecting the operation of the Train 4 Facility.3.28Â Â Â Â Equipment Not Incorporated into the Train 4 Facility. If, after Substantial Completion and prior to Final Completion, Contractor has any Equipment that it purchased for the Train 4 Facility but did not incorporate into the Train 4 Facility, Owner has the option of either purchasing such Equipment at fair market value, plus applicable sales tax (unless an applicable exemption or direct payment permit exemption certificate is provided to Contractor), and customs and import duties if the item was intended for re-export, or requiring that Contractor haul off such Equipment at Contractorâ€™s own cost and expense (and if required to haul off such Equipment, Owner shall transfer title to such Equipment to Contractor); provided that, if such Equipment was purchased on a basis other than a lump sum basis (such as on a time and material basis under a Change Order), then if Owner elects to take such Equipment, it may take such Equipment at no cost to Owner, and title to such Equipment shall remain with Owner in accordance with Section 8.1B.3.29Â Â Â Â Operation Personnel.A.Â Â Â Â Until Substantial Completion, Ownerâ€™s operating personnel shall be under the control of and supervised by Contractor, and Contractor shall (subject to Ownerâ€™s indemnification obligations under Section 17.2) be fully responsible for the acts and omissions of such personnel; provided, however, notwithstanding the foregoing, such operating and maintenance personnel shall remain employees or agents of Owner and shall not be considered employees of Contractor for any reason.B.Â Â Â Â To the extent not set forth in Attachment A, Contractor shall, no later than [***] ([***]) Days prior to the Guaranteed Substantial Completion Date, prepare for Ownerâ€™s review a proposed plan regarding the utilization of Ownerâ€™s operation personnel during Commissioning and for the conduct of Performance Tests and any other tests. Each such plan shall be prepared to avoid any impact on the operation of Train 3 after Substantial Completion and to take into account Ownerâ€™s operating and maintenance procedures, the number of operating and maintenance personnel available to Owner for participation in pre-commissioning, Commissioning, start-up and Performance Testing, safety issues for Train 4 and the type of activities to be performed. Such plan shall be mutually agreed- upon by the Parties in writing no later than forty-five (45) Days after Ownerâ€™s receipt of Contractorâ€™s proposed plan. Nothing in this Agreement, including this Section 3.29 or Section 3.2H, shall be interpreted to create a master-servant or principal-agent relationship between Contractor and any of Ownerâ€™s operation or maintenance personnel.3.30Â Â Â Â Compliance with Real Property Interests. Contractor shall, in the performance of the Work, comply, and cause all Subcontractors and Sub-subcontractors to comply, with any easement, lease, right-of-way or other property interests that are clearly delineated in Attachment Z and affect or govern the Project Site or any other real property used for the purposes of completing the Work.3.31Â Â Â Â Taxes. Subject to Section 7.1, the Contract Price includes all Taxes imposed on or payable by Contractor, its Subcontractors and Sub-subcontractors in connection with the Work. Contractor shall be responsible for the payment of all Taxes imposed on or payable by Contractor, its Subcontractors and Sub-subcontractors in connection with the Work.3.32Â Â Â Â Electronic File Sharing Site. Commencing on the Effective Date and until the expiration of the Defect Correction Period, Contractor shall create and maintain an electronic file sharing site that can be accessible by Owner, Ownerâ€™s Affiliates, Lenders, Independent Engineer and any other Persons designated by Owner, and their respective employees, officers and directors (using their own or their respective companyâ€™s computers or electronic devices). Such electronic file share site shall be subject to approval by Owner, not to be unreasonably withheld. Contractor shall upload, in native format, onto such electronic file sharing site all Work Product, reports, schedules, Drawings, Specifications and project specific policies and procedures (other than Invoices or Change Orders) contemporaneously with, or immediately after, such document, data and information was submitted to Owner. Such electronic file sharing site shall not be a substitute for the submission of documents to Owner as required herein, but instead shall serve as an additional service provided to Owner enabling Owner, Owner, Ownerâ€™s Affiliates, Lenders, Independent Engineer and any other Persons designated by Owner to have another source of access to such documents, data and information.ARTICLE 4 OWNERâ€™S RESPONSIBILITIESOwner shall comply with the following provisions in a timely manner:4.1Â Â Â Â Payment. Owner shall timely pay the Contract Price in accordance with the provisions of Article 7 hereof.4.2Â Â Â Â Permits. Owner shall be responsible for obtaining and maintaining (i) the Permits listed in Attachment Q, (ii) those Permits for the Project that are required to be maintained in Ownerâ€™s name and (iii) those Permits required for the operation of the Train 4 Facility. To the extent Owner has not obtained any Permits prior to the Effective Date, Owner shall obtain such Permits in accordance with the schedule contained in Attachment Q and Owner shall provide Contractor with copies of such Permits within five (5) Business Days after obtaining them.4.3Â Â Â Â Access on the Site.A.Â Â Â Â Owner shall provide Contractor with access on the Site to the extent necessary to perform any LNTP Work and, in any event, upon issuance of NTP. Subject to Sections 3.24, 3.25 and 3.27, such access shall be sufficient to permit Contractor to progress with construction on a continuous basis without material interruption or interference. Subject to Sections 3.24, 3.25 and 3.27, Owner shall provide Contractor with access to the Phase 1 Facilities Site and the Expanded Facility Site as necessary for Contractor to perform the Work, and with respect to Train 1, Train 2 and Train 3, prior to substantial completion of such Train, such access shall be sufficient to permit Contractor to progress with construction on a continuous basis without material interruption or interference.B.Â Â Â Â Contractor understands that Owner may choose to develop the Expanded Facility under one or more separate agreements (the â€œExpanded Facility Workâ€). Such other agreements may or may not involve Contractor and may be performed during the course of the completion of the Work covered under this Agreement. If such Expanded Facility Work does not involve Contractor, and as a result of such concurrent activities, impacts the performance of the Work on the Site, then Contractor shall be entitled to a Change Order to the extent such Expanded Facility Work adversely affects the Key Dates or Contractorâ€™s costs of performance of the Work to the extent permitted in Section 6.2A.1 and 6.8, provided that Contractor complies with the notice and Change Order request requirements set forth in Sections 6.2 and 6.5.4.4Â Â Â Â Operation Personnel. Owner shall retain sixty (60) competent operating personnel (who are capable of being trained by Contractor) to assist Contractor with the commissioning and start-up of the Train 4 Facility under the supervision of Contractor during commissioning as set forth in Attachment M and to operate the Train 4 Facility prior to Substantial Completion under the supervision of Contractor as set forth in Attachment A and Attachment V (Ownerâ€™s â€œoperation personnelâ€). Until Substantial Completion, such personnel shall be under the control of and supervised by Contractor in accordance with Section 3.29, subject to Ownerâ€™s indemnity obligations in Section 17.2.4.5Â Â Â Â Legal Description and Survey. Owner shall provide to Contractor for Contractorâ€™s information a survey of the Project Site showing the boundaries of the Project Site and three (3) survey control points, the proper placement of which Contractor has confirmed as set forth in Section 3.23.4.6Â Â Â Â Owner-Furnished Items.A.Â Â Â Â Rely Upon Information. Owner shall be responsible for the Rely Upon Information identified in Attachment BB. Should Contractor discover an error, omission or inaccuracies in such information, Contractor shall be entitled to a Change Order to the extent permitted under Sections 6.2A.9 and 6.8.B.Â Â Â Â Owner-Furnished Items. Owner shall, at no cost to Contractor, provide the items listed in Attachment V (â€œOwner-Furnished Itemsâ€) within the times and at the locations set forth therein, subject to the conditions specified therein.C.Â Â Â Â Natural Gas Feed to Achieve Substantial Completion. As between Owner and Contractor under this Agreement and subject to Section 4.6D, Owner shall procure and make natural gas feed available for the Commissioning, start-up, cool down and testing of Train 4 (including natural gas utilized in the initial cool-down) subject to the conditions in Attachment V. The natural gas feed to Train 4 will meet the pressure, temperature and quality requirements set forth in Schedule A-2. Such natural gas feed shall be made available by (or on behalf of) Owner at the inlet facilities to be constructed by Contractor as part of the Work. As between Owner and Contractor under this Agreement, Owner shall procure, at its sole cost, natural gas feed in order for Contractor to achieve Substantial Completion. Contractor shall use GECP to minimize the amount of natural gas flaring or

venting (and at all times complying with any restrictions required under Applicable Law) that is necessary to achieve Substantial Completion, and the start-up, Commissioning and testing procedures agreed upon by the Parties shall be developed and administered in a manner to minimize natural gas flaring and venting.D.Â Â Â Â Feed Gas Delivery.1.Â Â Â Â In connection with Train 4, Contractor shall give its best estimate of when natural gas feed is required to produce the LNG necessary to achieve RLFC of Train 4. Such notice shall be provided at least two hundred seventy (270) Days prior to achievement of RLFC and shall include the quantities of feed gas needed, including a range of Days and range of flows for each Day.2.Â Â Â Â For all other circumstances that Contractor may require natural gas feed up to the achievement of Substantial Completion, Contractor shall provide Owner:(i)Â Â Â Â written notice at least sixty (60) Days prior to Contractor needing its first deliveries of natural gas feed including a range of Days and a range of flows for each Day which Contractor, using GECP, believes it will need for delivery of natural gas feed; and(ii)Â Â Â Â a second written notice at least thirty (30) Days prior to Contractor needing its first deliveries of natural gas feed, with an updated forecast of the Days and amounts of natural gas feed deliveries (within the ranges provided by Contractor in its initial notice delivered pursuant to Section 4.6D.2(i)).3.Â Â Â Â Provided Contractor provides notice in accordance with Section4.6D.1 and 4.6D.2, Owner will procure such natural gas feed subject to the conditions in Attachment V; provided, however, notwithstanding anything to the contrary in this Agreement, Owner is not obligated to provide any natural gas feed for Train 4 prior to the date set forth in Attachment V.E.Â Â Â Â Electrical Power. Owner shall procure and make permanent electric power available for the operation of Train 4 in accordance with Attachment V. Such electric power shall be made available by (or on behalf of) Owner at the Pompano switch yard to be located at the Project Site.F.Â Â Â Â LNG for Cooldown for RLFC and Substantial Completion. Owner shall cause its Affiliate to cool down those portions of the Phase 1 Facilities that have achieved substantial completion necessary for Contractor to achieve RLFC and Substantial Completion.4.7Â Â Â Â Owner Representative. Owner designates [***] as the Owner Representative. Notification of a change in Owner Representative shall be provided in advance, in writing, to Contractor.4.8Â Â Â Â Texas Sales and Use Tax.A.Â Â Â Â Sales and Use Taxes Exemption Certificates on Equipment.1.Â Â Â Â For Texas Sales and Use Tax, this Agreement shall be considered to be a separated contract for the construction of new non-residential real property as defined under Applicable Law, including 34 Tex. Admin Code Rule Â§ 3.291(a)(13). Contractor shall ensure that all Subcontracts are separated for Texas Sales and Use Tax purposes.2.Â Â Â Â The associated portion of the Contract Price attributable to each piece of Equipment is located in Attachment DD, which has been prepared to satisfy the requirements of Applicable Law of Texas for a separated contract. Contractor shall, with respect to any Change Order entered into between Owner and Contractor that results in an update to Attachment DD, provide such update to Owner for its review as part of the documentation required in Article 6.3.Â Â Â Â Prior to issuance of NTP or any LNTP directing Contractor to procure any Equipment, and to the extent not already included in Attachment DD, Owner shall issue a Texas direct pay exemption certificate to Contractor, and Contractor shall not invoice Owner for any Texas Sales and Use Tax on Equipment. Pursuant to direct pay permit status, Owner shall pay applicable Texas Sales and Use Tax on Equipment directly to the State of Texas. Contractor shall provide the documents and information necessary to allow the Owner to properly determine this tax liability. Contractor shall maintain for Ownerâ€™s review copies of exemption certificates and other similar documentation necessary to support all Texas Sales and Use Tax exemptions that may be available to Owner, Contractor or any Subcontractor or Sub-subcontractor in connection with the Work.4.Â Â Â Â Contractor shall reasonably cooperate with Owner to minimize any and all Texas Sales and Use Tax relating to the Project. If Contractor or any Subcontractor or Sub-subcontractor incurs any Texas Sales and Use Tax on any items of Equipment listed in Attachment DD for which Owner provided Contractor with a valid direct pay exemption certificate, Contractor shall be responsible for the payment of such Texas Sales and Use Tax without reimbursement by Owner and Contractor shall indemnify, defend and hold harmless any and all Owner Indemnified Parties from and against any claims by a Governmental Instrumentality for such Texas Sales and Use Tax.B.Â Â Â Â Additional Contractor Texas Sales and Use Tax Responsibilities. For Texas Sales and Use Tax purposes, Contractor shall be considered a retailer of all Equipment incorporated into the Work. Contractor shall issue a valid Texas Sales and Use Tax resale exemption certificate for such Equipment to its Subcontractors, and Contractor shall not pay, consistent with such exemption certificate, any sales and use tax on such Equipment to Subcontractors. Notwithstanding the foregoing, Contractor shall remain responsible for the payment of all Taxes on account of the Work, including Texas Sales and Use Tax on any purchase, lease or rental of construction equipment and on any other purchases related to Work other than the Equipment.C.Â Â Â Â Taxes on Delivered Property. Owner shall be responsible for all property tax on Equipment that has been delivered to the Site and laydown areas.4.9Â Â Â Â Hazardous Materials. If Pre-Existing Hazardous Materials are discovered at the Site, Owner shall, at the sole cost, expense and liability of Owner (except for those costs, damages, losses and expenses for which Contractor is responsible and/or liable under Section 3.17), remediate, remove, transport, and dispose of such Pre-Existing Hazardous Materials.4.10Â Â Â Â LNG Tanker Release. Owner shall endeavor to obtain a release of Contractor Indemnified Parties and Owner Indemnified Parties from the owner of any LNG Tanker and related LNG cargo from any and all damages, losses, costs and expenses arising out of or resulting from claims for damage to or destruction of an LNG Tanker and loss of the related LNG cargo or personal injury or death of any employee, officer or director employed by the company operating, owning or leasing such LNG Tanker or owning the related LNG cargo in connection with the delivery of LNG of any LNG Tanker to the Project where such damage, destruction, loss, injury or death occurs prior to Substantial Completion. Owner shall endeavor to obtain a release which shall apply regardless of the cause of such damage, destruction, injury or death, including the sole or joint negligence, breach of contract or other basis of liability of any member of the Contractor Indemnified Parties and any member of the Owner Indemnified Parties.ARTICLE 5COMMENCEMENT OF WORK, KEY DATES, AND SCHEDULING OBLIGATIONS5.1Â Â Â Â Commencement of Work. Upon Contractorâ€™s receipt from Owner of an LNTP or NTP, Contractor shall immediately commence with the performance of the Work specified in such LNTP or NTP.5.2Â Â Â Â Limited Notice to Proceed/Notice to Proceed.A.Â Â Â Â Subject to Section 5.2F, at any time prior to the date of issuance of NTP, Owner may issue one or more LNTPs using the form attached hereto as Schedule H-1, which shall authorize and require Contractor to commence performance of a specified portion of the Work (provided that the Parties must mutually agree to any LNTPs). All Work performed under such LNTP shall be performed in accordance with the terms and conditions of this Agreement. An LNTP shall specify the maximum total cost of such specified Work, and Contractor shall be paid for such specified Work pursuant to the terms and conditions of this Agreement, with the payments under such LNTP credited against the Contract Price.B.Â Â Â Â With respect to any LNTP that is issued by Owner, Owner shall not be liable for any cancellation payments under an LNTP if Owner does not issue NTP, unless Owner issued an LNTP that included the ordering of Equipment and such cancellation charges are specifically agreed upon in such LNTP.C.Â Â Â Â Notice to Proceed. Unless otherwise specifically set forth in an LNTP, Contractor shall not commence performance of the Work until Owner issues NTP authorizing the same pursuant to the terms and conditions of this Agreement. Upon Contractorâ€™s receipt from Owner of NTP, Contractor shall immediately commence with the performance of the Work. NTP shall be issued in the form attached hereto as Schedule H-2. Owner shall not issue NTP until the following conditions precedent have been fulfilled or waived by Contractor (provided that Contractor is not entitled to waive the condition precedent described in clause 7(a) below):1.Â Â Â Â Owner has furnished Contractor with documentation demonstrating Owner has sufficient funds to fulfill its payment obligations under this Agreement as payments become due hereunder, or Owner has obtained firm commitments from Lenders that are sufficient (when taken together with Ownerâ€™s funds and the amount of equity that has been committed to Owner) to fulfill such payment obligations under this Agreement, including (a) satisfaction, or waiver by Lenders, of all applicable conditions precedent to the occurrence of the closing date of the financing, which shall be prior to or contemporaneous with the issuance of the NTP, and (b) a signed declaration by an officer of Owner certifying that the credit agreement with respect to such financing has been executed by Owner and Lenders, to be delivered prior to or contemporaneously with NTP;2.Â Â Â Â Owner has provided, or is able to provide, Contractor with access on the Site in accordance with Section 4.3;3.Â Â Â Â Owner has obtained all Owner Permits which are shown in Attachment Q as required to be obtained prior to the issuance of the NTP;4.Â Â Â Â Owner has made payment to Contractor of all undisputed amounts due and owing as of the date of NTP that were invoiced in connection with Contractorâ€™s performance of the LNTP Work;5.Â Â Â Â Owner has provided the authorization required under Section 5.2F;6.Â Â Â Â If Owner fails to issue NTP on or before the Initial NTP Deadline, the Parties have agreed to the adjustments to the Contract Price and Guaranteed Substantial Completion Dates as provided in Section 5.2D, and shall execute the applicable Change Order; and7.Â Â Â Â Either (a) Rio Grande LNG, LLC and Contractor have executed amendments to the Phase 1 EPC Agreements as set forth in Attachment MM and Contractor has confirmed that it can extend or has extended the builderâ€™s risk insurance for the Phase 1 Facilities to provide coverage for Train 4, or (b) Rio Grande LNG, LLC has provided a full release from any damage caused by Contractor Indemnified Parties by the Train 4 Work on Phase 1 Facilities.D.Â Â Â Â Delay in NTP. In the event Owner fails to issue NTP in accordance with Section 5.2C on or before December 31, 2024 (the â€œInitial NTP Deadlineâ€), then Contractor shall be entitled to a Change Order as set forth in this Section 5.2D.1.Â Â Â Â If Owner desires to issue NTP after the Initial NTP Deadline, Contractor shall, at Ownerâ€™s request, provide its revised proposal for the Work, including revised Contract Price and/or Guaranteed Substantial Completion Date and/or amendments to this Agreement. If Owner agrees to such proposal, all elements of the agreed changes shall be set forth in a Change Order and/or amendment (as applicable), provided that Contractor shall not be entitled to an adjustment to the Contract Price or to an adjustment to the Guaranteed Substantial Completion Date for any (i) changes in design, quantities or Equipment (unless Owner directs such changes in design, quantities or Equipment through a Change Order) or (ii) errors or omissions of Contractor (other than errors or omissions in Contractorâ€™s assumptions related to a change in market conditions occurring after the end of the Initial NTP Deadline). Such adjustment to the Contract Price and Guaranteed Substantial Completion Date and amendment (as applicable) shall be Contractorâ€™s sole and exclusive remedy for Ownerâ€™s delay in issuing NTP after the Initial NTP Deadline (except as set forth in Section 5.2D.2).2.Â Â Â Â If Owner fails to issue NTP on or before December 31, 2026 (the â€œFinal NTP Deadlineâ€), Contractor may terminate this Agreement without liability to Owner, provided that Contractor issues written notice to Owner within seven (7) Days after the Final NTP Deadline stating its intent to terminate this Agreement and Owner has not, within thirty (30) Days after receipt of such notice, issued NTP in accordance with Section 5.2C. Notwithstanding the foregoing, Contractor may not terminate this Agreement if Contractor is performing Work under an LNTP. In the event of such termination under this Section 5.2D.2, Contractor shall have the rights (and Owner shall make the payments) provided for in Section 16.2 in the event of an Owner termination for convenience.E.Â Â Â Â Contractor shall not be entitled to any increase in the Contract Price or any adjustment to the Guaranteed Substantial Completion Date as a result of Owner issuing NTP on any date prior to the Initial NTP Deadline.F.Â Â Â Â Prior to the issuance of LNTP or 90 days prior to NTP, whichever is earlier, Owner shall provide to Contractor written authorization from Rio Grande LNG, LLC to Owner, giving Owner and Contractor the right to use the Phase 1 Work Product, and a written authorization from NextDecade LNG, LLC to Owner, giving Owner and Contractor the right to use work product from the FEED, in both cases for the limited purpose of engineering, procuring, constructing, pre-commissioning, commissioning, starting up, operating and testing the Train 4 Facility, provided that such authorization (1) shall only extend to the rights assignable by Rio Grande LNG, LLC under the Phase 1 EPC Agreements and NextDecade LNG, LLC under the FEED Agreement, (2) shall be provided on an â€œas-isâ€ basis without any warranty of any kind by Owner, NextDecade LNG, LLC, or Rio Grande LNG, LLC, and (3) shall be subject to all limitations and restrictions on the disclosure of APCI, BASF, and [***] information set forth in the Phase 1 EPC Agreements or FEED Agreement, as applicable, and further as related to any disclosure to third parties, subject to treatment of the Phase 1 Work Product or the FEED work product as Ownerâ€™s Confidential Information in accordance with the terms of this Agreement. Contractor shall be responsible for determining whether any licenses, waivers, or non-disclosure agreements, if any, are required to utilize the Phase 1 Work Product or FEED work product for the Work, and obtaining such licenses, waivers, or non-disclosure agreements as required to perform the Work. Owner acknowledges and agrees that Contractor may use subcontracts, including terms, conditions, technical attachments and commercial attachments, from the Phase 1 Work in the performance of the Work; provided that such subcontracts meet the requirements for Subcontracts under this Agreement, including delineating the Phase 1 Work from the Work.5.3Â Â Â Â Key Dates. The Key Dates may only be adjusted by Change Order as provided under this Agreement.A.Â Â Â Â Guaranteed Substantial Completion Date. Contractor shall achieve Substantial Completion no later than the Guaranteed Substantial Completion Date. The â€œGuaranteed Substantial Completion Dateâ€ is [***]. The Guaranteed Substantial Completion Date shall only be adjusted as provided under this Agreement.B.Â Â Â Â Final Completion Date. Contractor shall achieve Final Completion no later than [***] ([***]) Days after achieving Substantial Completion (â€œFinal Completion Dateâ€). The Final Completion Date shall only be adjusted by Change Order as provided under this Agreement.5.4Â Â Â Â CPM Schedule.A.Â Â Â Â CPM Schedule. No later than [***] ([***]) Days after NTP, Contractor shall prepare and submit to Owner for Ownerâ€™s review and approval, not to be unreasonably withheld: (i) a detailed level 3 resource/man-hour loaded critical path method schedule for the Work using the latest version of Primavera Project Planner (â€œPrimavera Project Plannerâ€) and meeting all requirements of this Section 5.4A (such schedule, once approved by Owner, is hereinafter referred to as the â€œCPM Scheduleâ€) and (ii) a detailed resource plan generated by the CPM Schedule and developed in accordance with Attachment B and Attachment X. Such submission to Owner of the CPM Schedule shall be in hard copy and native electronic format. The CPM Schedule shall be consistent with the Key Dates and shall represent Contractorâ€™s best judgment as to how it shall complete the Work in compliance with the Guaranteed Dates. The CPM Schedule shall, at a minimum, be detailed at a level 3 (with each activity containing Work for on discipline or craft having a maximum duration of twenty (20) Days, except in limited circumstances when, due to the nature of the activity, a longer duration is necessary (as agreed by the Parties)) for all activities for the Train 4 Facility (including engineering, procurement, prefabrication or pre-assembly prior to erection, delivery of equipment, construction, required Owner or government agency inspections, procurement of Contractor permits, construction, pre-commissioning, Commissioning, testing and startup) and shall comply with GECP. Without limitation of the foregoing, the CPM Schedule shall: (i) show the duration, early/late start dates, early/late finish dates and available total float value for each activity, show a unique activity number, activity description, actual start/finish dates, remaining duration, physical percent complete and reflect logical relationships between activities, show an uninterrupted critical path from NTP through each of the Key Dates including Substantial Completion and Final Completion; (ii) be tagged by activity codes to allow sorting and filtering by responsible Contractor, Subcontractor, Sub-subcontractor, Owner activities, discipline, craft, major work area, engineering, procurement, construction and commissioning (iii) the Work Breakdown Structure identifier shall be included for each activity, and (iv) be man-hour loaded to reflect the projected manpower to be used per activity (whether provided by Contractor or any Subcontractor or Sub- subcontractor), showing the number of personnel, and a general description of the Work being performed. Contractor shall submit with the CPM Schedule the following:(a) progress â€œSâ€ curve, showing the baseline plan, actual and forecast progress by Month for total progress of the Work, which shall be based on the CPM Schedule; (b) engineering discipline and overall engineering and construction area and overall manpower histograms showing forecast manpower required by Month, for scheduled completion of the Work;(c) Drawing log showing the Drawing number, title, planned, actual and forecast released for construction dates by discipline and reporting period; and (d) cost reporting as set forth in Attachment X. Contractor shall use the CPM Schedule in planning, organizing, directing, coordinating, performing and executing the Work, and the CPM Schedule shall be the basis for evaluating progress of the Work. The CPM Schedule shall reflect the critical path to Substantial Completion.B.Â Â Â Â Owner Review of the CPM Schedule. Owner may review the CPM Schedule for general conformance with this Agreement, and issue written comments and proposed changes of such CPM Schedule. If Owner reasonably determines that the CPM Schedule does not conform to this Agreement Contractor shall promptly revise and resubmit the CPM Schedule to Owner. Once the CPM Schedule and the required submittals have been approved by Owner, this version of the CPM Schedule shall be the baseline CPM Schedule for the Work. Ownerâ€™s review or acceptance of the CPM Schedule shall not relieve Contractor of any obligations for the performance of the Work, change any Key Date, nor shall it be construed to establish the reasonableness of the CPM Schedule.C.Â Â Â Â Monthly Updates to CPM Schedule. After acceptance by Owner of the CPM Schedule, Contractor shall manage and update the CPM Schedule no less frequently than once per Month with Primavera Project Planner, using the critical path method, to reflect the actual progress to date (â€œMonthly Updated CPM Scheduleâ€); provided, however, Contractor may not modify any Key Date without a Change Order executed pursuant to this Agreement, nor shall Contractor change any dates that relate to Ownerâ€™s obligations without obtaining Ownerâ€™s written consent. The Monthly Updated CPM Schedule shall be in the same detail and form and meet all of the other requirements specified for the CPM Schedule and shall be submitted by Contractor to Owner in native electronic format and hard copy with each Invoice. Contractor shall provide all supporting data reasonably necessary to validate the progress shown in each schedule update including: (a) percent complete curves for the total project, (b) engineering and design,(c) procurement, (d) construction, and (e) start-up and Commissioning. Contractor shall also provide key commodity installation data including: (f) budgeted quantity, (g) current estimated quantity, (h) quantity installed by period, (i) overall quantity installed and forecast to complete to validate claimed overall project completion status. Contractor shall promptly correct any material errors or inconsistencies in the updates to the CPM Schedule identified to Contractor by Owner and resubmit a corrected Monthly Updated CPM Schedule for Ownerâ€™s review.D.Â Â Â Â Other Reporting. Without limitation to Contractorâ€™s other reporting requirements under this Agreement, Contractor shall

provide to Owner the following reports on a weekly or Monthly basis, as required and described in greater detail in Attachment X: (i) Gantt charts organized by work breakdown or activity codes,(ii) engineering deliverable logs showing budgeted quantities, achieved quantities and forecast quantities by date, (iii) major Equipment logs showing bid, purchase order, inspection points and delivery dates, (iv) construction installation logs showing budget quantities, achieved quantities and forecast quantities for key commodities, (v) manpower curves for engineering showing discipline budget quantities, achieved quantities and forecast quantities, (vi) manpower curves for construction showing craft planned manpower, actual manpower, and forecast manpower, (vii) Invoice and payment log showing Invoice numbers, dates, and amounts and payment receipt dates, and (viii) Change Order logs showing tracking numbers, descriptions, amounts, submittal dates and status (pending, approved or rejected).E.Â Â Â Â Form of Submittals. All submittals by Contractor to Owner of the CPM Schedule, Recovery Schedule, Acceleration Schedule and any Monthly Updated CPM Schedule shall be in both hard copy and native electronic Primavera Project Planner format. One (1) hard copies of each submittal shall be provided to Owner and one (1) electronic copy shall be provided to Owner in a mutually agreeable form.5.5Â Â Â Â Recovery and Recovery Schedule. If, at any time during the prosecution of the Work, should (i) the Monthly Updated CPM Schedule shows (or if Contractor has not provided the Monthly Updated CPM Schedule and Owner reasonably determines) that any activity on the critical path of the Monthly Updated CPM Schedule is delayed such that achievement of a Key Date (including a Guaranteed Date) is forecasted to occur thirty (30) or more Days after the applicable Key Date, or (ii) Contractor fails to achieve a Key Date within thirty (30) Days after the applicable Key Date, then Owner may, in addition to any other remedies that it may have under this Agreement, require that, as soon as reasonably possible, Contractor prepare a schedule to explain and display how it intends to regain compliance with the CPM Schedule to the extent required to achieve Substantial Completion prior to the Guaranteed Substantial Completion Date (â€œRecovery Scheduleâ€). Contractor shall do the following after written notification by Owner of the requirement for a Recovery Schedule:A.Â Â Â Â Within ten (10) Business Days after such notice, Contractor shall prepare the Recovery Schedule and submit it to Owner for its review and approval, not to be unreasonably withheld. Contractor shall prepare the Recovery Schedule even if Contractor disputes Ownerâ€™s determination of the need for a Recovery Schedule. The Recovery Schedule shall represent Contractorâ€™s best judgment as to how it shall regain compliance with the CPM Schedule to the extent required to achieve Substantial Completion prior to the Guaranteed Substantial Completion Date. The Recovery Schedule shall (i) be prepared in accordance with GECP, (ii) have a similar level of detail as the CPM Schedule, and(iii) meet the requirements specified for the CPM Schedule.B.Â Â Â Â Within ten (10) Business Days after Ownerâ€™s receipt of such Recovery Schedule, Contractor shall participate in a conference with Owner, and with any other Person, including Subcontractors and Sub-subcontractors, whom the Parties mutually agree to participate, to review and evaluate the Recovery Schedule. Any revisions necessary as a result of this review shall be resubmitted for review by Owner within three (3) Days following the conference. The revised Recovery Schedule shall then be used by Contractor in planning, organizing, directing, coordinating, performing, and executing the Work (including all activities of Subcontractors and Sub-subcontractors) for the duration specified in Section 5.5A, to regain compliance with the CPM Schedule to the extent required to achieve Substantial Completion prior to the Guaranteed Substantial Completion Date.C.Â Â Â Â Contractor shall perform the Work in accordance with the Recovery Schedule.D.Â Â Â Â Five (5) Days prior to the expiration of the Recovery Schedule, Contractor shall meet with Owner at the Site to determine the effectiveness of the Recovery Schedule and to determine whether Contractor has regained compliance with the CPM Schedule and the Key Dates to the extent required for Substantial Completion to occur before the Guaranteed Substantial Completion Date. At the direction of Owner, one of the following shall happen:1.Â Â Â Â If, in the reasonable opinion of Owner, Contractor is still behind schedule, Contractor shall be required to prepare another Recovery Schedule pursuant to Section 5.5A above, to take effect during the immediate subsequent pay period or other period selected in writing by Owner. Contractor shall prepare such Recovery Schedule even if Contractor disputes Ownerâ€™s opinion.2.Â Â Â Â If, in the reasonable opinion of Owner, Contractor has sufficiently regained compliance with the CPM Schedule and the Key Dates, so that Train 4 will achieve Substantial Completion on or before the Guaranteed Substantial Completion Date, Contractor shall not be required to submit a new Recovery Schedule and shall perform in accordance with the CPM Schedule.E.Â Â Â Â In preparing and executing the Recovery Schedule, Contractor shall take the steps necessary to regain compliance with the CPM Schedule so that Train 4 will achieve Substantial Completion on or before the Guaranteed Substantial Completion Date, including establishing additional shifts, hiring additional manpower, paying or authorizing overtime, providing additional Construction Equipment, and resequencing activities.F.Â Â Â Â The cost of preparing and performance in accordance with the Recovery Schedule shall be for Contractorâ€™s account.G.Â Â Â Â Ownerâ€™s requirement, review and approval of the Recovery Schedule shall not relieve Contractor of any obligations for the performance of the Work, change any Key Dates, or be construed to establish the reasonableness of the Recovery Schedule.H.Â Â Â Â If, at any time prior to the Guaranteed Substantial Completion Date, Contractorâ€™s performance of the Work is delayed such that Train 4 is projected to achieve Substantial Completion beyond the Guaranteed Substantial Completion Date (as may be adjusted by Change Order) to such an extent that the Delay Liquidated Damages cap in Section 20.2 would apply, and (i) Contractor fails to provide a Recovery Schedule in accordance with this Section 5.5 or (ii) Contractor provides a Recovery Schedule but Contractor fails to materially comply with such Recovery Schedule, then Contractor shall be in Default and Owner, after written notice to Contractor, and a cure period of fifteen(15) Days from the date of Ownerâ€™s notice, shall have the right, prior to the Guaranteed Substantial Completion Date, to terminate Contractorâ€™s performance of the Work in accordance with Section 16.1A.5.6Â Â Â Â Acceleration and Acceleration Schedule. Even if the Work is otherwise in compliance with the CPM Schedule and Key Dates, Owner may, at any time, direct Contractor by Change Order or Change Directive to accelerate the Work by, among other things, establishing additional shifts, performing overtime Work, providing additional Construction Equipment or expediting Equipment; provided, however, (i) in no event shall Owner order with a Change Directive acceleration of the Work requiring Contractor to achieve any Substantial Completion or the Final Completion prior to the respective, original Guaranteed Substantial Completion Date or the Final Completion Date or if such acceleration is not technically feasible and (ii) Contractorâ€™s obligation with respect to an acceleration directive from Owner shall be limited to using commercially reasonable efforts to accelerate the CPM Schedule. In the event of this directive, Owner shall pay to Contractor any (i) documented direct and indirect costs (and profit) clearly and solely attributable to such acceleration; and (ii) appropriate incentives, if any, that the Parties agree to in advance and which are set forth in the Change Order or Change Directive, as applicable. Any Change Directive shall be governed by Sections 6.1E and 6.2D. Any adjustment to the Contract Price or any other Changed Criteria that the Parties agree in a Change Order will be changed by such acceleration for Ownerâ€™s acceleration of the Work shall be implemented by Change Order. If Owner directs Contractor to accelerate the Work, Contractor shall promptly commence and diligently perform the acceleration of the Work as directed by Owner and shall prepare a schedule to explain and display how it intends to accelerate the Work and how that acceleration will affect a critical path of the CPM Schedule (the â€œAcceleration Scheduleâ€). With respect to the Acceleration Schedule, Contractor shall do the following:A.Â Â Â Â No later than the thirtieth (30th) Day after such directive, Contractor shall prepare the Acceleration Schedule and submit it to Owner for its review. The Acceleration Schedule shall represent Contractorâ€™s best judgment as to how it shall satisfy such acceleration directive. The Acceleration Schedule shall be prepared using GECP and to a similar level of detail as the CPM Schedule.B.Â Â Â Â On the thirtieth (30th) Day after issuance of such directive (or such longer time as specified in writing by Owner), Contractor shall participate in a conference with Owner, and with any other Person, including Subcontractors and Sub-subcontractors, whom Owner requests and Contractor agrees (with such agreement not to be unreasonably withheld) to participate, to review and evaluate the Acceleration Schedule. Any revisions to the Acceleration Schedule necessary as a result of this review shall be resubmitted for review by Owner as soon as reasonably practicable. The revised Acceleration Schedule shall then be the schedule which Contractor shall use in planning, organizing, directing, coordinating, performing, and executing that portion of the Work that is affected by such acceleration, with the CPM Schedule governing the performance of all other Work.C.Â Â Â Â Ownerâ€™s review and approval of the Acceleration Schedule shall not constitute an independent evaluation or determination by Owner of the workability, feasibility, or reasonableness of that schedule.ARTICLE 6CHANGES; FORCE MAJEURE; AND OWNER CAUSED DELAY6.1Â Â Â Â Ownerâ€™s Right to Change Order. Owner may, at any time, instruct Contractor to alter, amend, omit, or suspend the Work or modify the requirements of this Agreement in accordance with this Section 6.1.A.Â Â Â Â Prior to the execution of any Change Order under this Section 6.1, Owner shall notify Contractor of the nature of the proposed addition to, omission from, deletion from, suspension of, or any other modification or adjustment to the requirements of this Agreement, by issuing an Ownerâ€™s Change Request to Contractor in the form of Schedule D-3.B.Â Â Â Â Within fourteen (14) Business Days after Contractorâ€™s receipt of such Ownerâ€™s Change Request (when reasonably possible but if it is not reasonably possible for Contractor to provide all of the information required under this Section 6.1B within such fourteen (14) Business Day period, Contractor shall provide Owner with as much information as reasonably possible as well as a written explanation of the reason that additional time is required, but in no event later than thirty (30) Business Days following Contractorâ€™s receipt of Ownerâ€™s written request for a change), Contractor shall respond to Owner with a written statement in the form of Schedule D-3 detailing:1.Â Â Â Â the description of Work to be performed and a program for its execution;2.Â Â Â Â a preliminary assessment of the effect (if any) such request, were it to be implemented by Change Order, would have on the Changed Criteria; and3.Â Â Â Â the original Ownerâ€™s Change Request number and revision numbers.C.Â Â Â Â After submission of Contractorâ€™s written assessment in accordance with Section 6.1B and upon Ownerâ€™s written request, Contractor shall provide Owner within fourteen (14) Business Days (or if Contractor requires third party quotes in order to prepare the comprehensive written estimate required under this Section 6.1C or states that a longer time period is reasonably required at the time Contractor provides the preliminary assessment, within thirty (30) Days or such longer period of mutually agreed by the Parties in writing), a comprehensive written estimate setting forth in detail the effect, if any, which such request, if implemented by Change Order, would have on the Changed Criteria. This detailed estimate shall (i) include a fixed price breakdown (unless otherwise agreed by the Parties in writing) for the Work to be performed derived from the unit rates set forth in Schedule D-5 to the extent applicable or, if not stated therein, derived from rates not to exceed then-current market rates, (ii) include all information required by Section 6.5B, and (iii) supplement and supersede the assessment provided under Section 6.1B.D.Â Â Â Â If the Parties agree on such Changed Criteria for such request, the Parties shall execute a Change Order, which shall be in the form of Schedule D-1 and such Change Order shall become binding on the Parties, as part of this Agreement.E.Â Â Â Â If the Parties cannot agree on such Changed Criteria for such request within fourteen (14) Days of Ownerâ€™s receipt of Contractorâ€™s comprehensive written estimate specified in Section 6.1C, unless mutually extended in writing by the Parties, or if Owner desires that the proposed changed Work set forth in the Ownerâ€™s Change Request commence immediately without the requirement of an estimation or a detailed estimate by Contractor as required under Sections 6.1B or 6.1C, Owner may, by issuance of a Change Directive in the form attached hereto as Schedule D-2, require and authorize Contractor to commence and perform the changed Work specified in such Change Directive in accordance with the rates specified in Schedule D-5 (or if not set forth therein, at rates not to exceed then current market rates) with the effect of such unilateral Change Order on the Changed Criteria (or if the Parties agree on the effect of such unilateral Change Order for some but not all of the Changed Criteria, the impact of each of the components of the Changed Criteria on which the Parties disagree) to be determined as soon as possible but without prejudice to Contractorâ€™s right to refer any Dispute for resolution in accordance with Article 18. Notwithstanding the foregoing, Owner may not issue a Change Directive that would cause an adjustment to the Minimum Acceptance Criteria, the Performance Guarantees or require Contractor to handle, transport or remediate any Pre-Existing Hazardous Materials without Contractorâ€™s agreement in the form of a mutual Change Order. After Ownerâ€™s issuance of a Change Directive, the Parties shall continue to negotiate in good faith to reach agreement on the Changed Criteria. If the Parties cannot agree on the effect of such Change Directive within a reasonable period of time but no longer than [***] ([***]) Days after Ownerâ€™s receipt of all supporting documentation reasonably required by Owner to evaluate the Changed Criteria, then the Dispute shall be resolved as provided in Article 18. Pending resolution of the Dispute, Contractor shall perform the Work as specified in such Change Directive, and Owner shall pay Contractor on a Monthly basis for (i) additional design and engineering Work related to the changed Work specified in the Change Directive in accordance with the rates set forth in Schedule D-5; (ii) the actual purchase price of Equipment procured by Contractor, plus associated margin of [***] percent ([***]%) on such purchase price for profit and corporate overhead; and (iii) Work involving minor changes to be performed in the field (such as relocation of Equipment within the Train 4 Facility) where unit rates are provided in this Agreement. When Owner and Contractor agree on the effect of such Change Directive on all of the Changed Criteria, such agreement shall be recorded by execution by the Parties of a Change Order in the form attached hereto as Schedule D-1, which shall supersede the Change Directive previously issued and relating to such changed Work. Contractor shall be considered to be in Default under Section 16.1 should it (i) fail to commence (which may include planning or design activities) the performance of the changed Work or other obligations required in such Change Directive within seven (7) Business Days after receipt of such Change Directive (or within such other time as specified in writing by Owner) or (ii) fail to diligently perform the changed Work or other obligations required in such Change Directive; provided, however, in no event shall Owner be entitled to issue any unilateral Change Directive (a) where such unilateral Change Directive would result in an increase in the Contract Price exceeding [***] U.S. Dollars (U.S.$ [***]), or (b) if in conjunction with other outstanding unilateral Change Directives issued by Owner, such unilateral Change Directives would in themselves result in an increase in the Contract Price equal to or exceeding to [***] U.S. Dollars (U.S.$ [***]).6.2Â Â Â Â Change Orders Requested by Contractor.A.Â Â Â Â Contractor shall only have the right to a Change Order in the event of any of the following occurrences:1.Â Â Â Â Acts or omissions of an Owner Indemnified Party, Ownerâ€™s consultants under Section 2.5D or any other Person acting on behalf of or under the control of Owner occurring after the Effective Date that constitute a failure to perform an express term of this Agreement by Owner and that adversely affect Contractorâ€™s actual cost (which costs shall be adequately documented and supported by Contractor) of performance of the Work or ability to perform any material requirement under this Agreement. If such acts or omissions cause a delay (as that term is defined in Section 6.9), Contractor shall be entitled to relief to the extent allowed under Section 6.8;2.Â Â Â Â Force Majeure to the extent allowed under Section 6.7A;3.Â Â Â Â Acceleration of the Work ordered by Owner pursuant to Section 5.6;4.Â Â Â Â Ownerâ€™s request for an increase in coverage under the Letter of Credit pursuant to Section 9.2 to cover any increase in the Contract Price as a result of Change Orders;5.Â Â Â Â To the extent expressly permitted under Sections 2.5B.2(i), 2.6, 3.3C.5, 3.10, 3.12C, 3.17, 3.27A, 3.27B, 5.2D, 6.12, 6.14, 7.1B.6, 8.2C and 12.2A;6.Â Â Â Â To the extent expressly permitted under Sections 3.4C, 7.1, 7.9 and9.1C;7.Â Â Â Â Changes in Law that occur after April 15, 2024 (subject to Section2.6) and that adversely affect Contractorâ€™s actual cost (which costs shall be adequately documented and supported by Contractor) of performance of the Work or ability to perform any requirement under this Agreement. If such Changes in Law causes a delay (as that term is defined Section 6.9), Contractor shall be entitled to relief to the extent allowed under Section 6.8. Notwithstanding anything provided in this Agreement, any change in Applicable Law related to tariffs, quotas, or duties shall be addressed exclusively and Contractor shall be entitled to a Change Order only to the extent permitted in Attachment FF (Relief for Changes in U.S. Tariffs or Duties);8.Â Â Â Â Suspension in Work pursuant to Section 16.3 or 16.4;9.Â Â Â Â Changes to the Rely Upon Information, or errors, omissions or inaccuracies in the Rely Upon Information that adversely affect Contractorâ€™s(i) actual cost (which costs shall be adequately documented and supported by Contractor) of performance of the Work, or (ii) ability to perform any material requirement under this Agreement. If such errors, omissions or inaccuracies in the Rely Upon Information cause a delay (as that term is defined in Section 6.9), Contractor shall be entitled to relief to the extent allowed under Section 6.8;10.Â Â Â Â To the extent expressly permitted elsewhere in Attachment O and, further, delay beyond the permissible times specified in Section 1A(x)(g)(2) or Section 1A(xii)(g)(2) of Attachment O for the delivery by Owner to Contractor of builderâ€™s risk or marine cargo insurance proceeds received by the Collateral Agent (or if no Collateral Agent, a mutually agreed upon escrow agent) shall relieve Contractor of any obligation under this Agreement to effect repairs or other restoration of the Work affected by the insured occurrence for any costs of repairs or restoration exceeding the sum of the deductible under such insurance and any amounts previously paid to Contractor under such insurance and shall entitle Contractor to a Change Order adjusting the Contract Price and Key Dates, but only to the extent such delay adversely affects (i) Contractorâ€™s cost of performance of the Work, (ii) Contractorâ€™s ability to perform the Work in accordance with the Monthly Updated CPM Schedule, or (iii) Contractorâ€™s ability to perform any material obligation under this Agreement; provided that, notwithstanding the foregoing, in no event shall this Section 6.2A.10 in any way relieve Contractor from any obligation to perform any work necessary to maintain the builderâ€™s risk and marine cargo insurance in full force and effect;11.Â Â Â Â To the extent expressly permitted by Attachment FF;12.Â Â Â Â An Ongoing Conflict Event to the extent permitted under Section6.13; and13.Â Â Â Â To the extent expressly permitted by Sections 6.7A.2 and 6.8A.B.Â Â Â Â Should Contractor desire a Change Order under this Section 6.2, Contractor shall, pursuant to Section 6.5, notify Owner in writing and issue to Owner, at Contractorâ€™s expense, a notice in the form of Schedule D-4 (â€œContractorâ€™s Change Noticeâ€) with a detailed explanation of the proposed change and Contractorâ€™s reasons for proposing the change, all documentation necessary to verify the effects of the change on the Changed Criteria, and all other information required by Section 6.5. Any adjustments to the Contract Price shall be requested on a fixed price basis (unless

otherwise agreed by the Parties in writing) and shall be derived from the rates set forth in Schedule D-5 to the extent applicable or, if not stated therein, derived from rates not to exceed then-current market rates.C.Â Â Â Â Owner shall respond to Contractorâ€™s Change Notice within thirty (30) Days of receipt (unless Owner requests additional information in order to respond), stating (i) whether Owner agrees that Contractor is entitled to a Change Order and (ii) the extent, if any, to which Owner agrees with Contractorâ€™s statement regarding the effect of the proposed Change Order on the Changed Criteria, including any adjustment to the Contract Price. If Owner agrees that a Change Order is necessary and agrees with Contractorâ€™s statement regarding the effect of the proposed Change Order on the Changed Criteria, then Owner shall issue such Change Order, which shall be in the form of Schedule D-1, and such Change Order shall become binding on the Parties as part of this Agreement upon execution thereof by the Parties.D.Â Â Â Â If the Parties agree that Contractor is entitled to a Change Order but cannot agree on the effect of the proposed Change Order on the Changed Criteria within fourteen(14) Days after Ownerâ€™s receipt of Contractorâ€™s written notice and proposed Change Order and all other required information, or if Owner desires that the proposed changed Work set forth in the proposed Change Order commence immediately, the rights, obligations and procedures set forth in Section 6.1E are applicable.E.Â Â Â Â If the Parties cannot agree upon whether Contractor is entitled to a Change Order within fourteen (14) Days after Ownerâ€™s receipt of Contractorâ€™s Change Notice and proposed Change Order, then the dispute shall be resolved as provided in Article 18. Pending resolution of the dispute, Contractor shall continue to perform the Work required under this Agreement, and Owner shall continue to pay Contractor in accordance with the terms of this Agreement, as modified by any previously agreed Change Orders or Change Directives.6.3Â Â Â Â Changed Criteria Adjustment; Contractor Documentation. Notwithstanding anything to the contrary, Owner shall not be obligated to make any payment to Contractor for Work performed under a Change Directive pursuant to Sections 6.1E and 6.2D (except to the extent specified in Sections 6.1E and 6.2D), and the Contract Price, Key Dates and any other Changed Criteria (other than the change in the Scope of Work) shall not be adjusted unless and until a Change Order (the value of which shall be derived from (i) the rates, prices and markups contained in Schedule D-5 to the extent applicable, or (ii) if not specified in Schedule D-5, rates not to exceed then-current market rates), has been executed. In the event Owner requires supplemental documentation to the information provided in Schedule D-5, Contractor shall provide third party supporting documentation and other supporting information as Owner may require to allow Owner to conduct a detailed analysis of, and value, the proposed Change Order, provided that Contractor shall not be required to provide the composition of any fixed rates or mark-ups except as permitted in Section 3.13B.6.4Â Â Â Â Change Orders Act as Accord and Satisfaction. Change Orders agreed pursuant to Section 6.1D or 6.2C by the Parties, and Change Directives entered into pursuant to Section 6.1E or 6.2D in which the Parties have subsequently agreed upon the effect of such Change Directive and executed a superseding Change Order as provided in Section 6.1D or 6.2C, shall, unless otherwise expressly reserved in such Change Order, constitute a full and final settlement and accord and satisfaction of all effects of the change as described in the Change Order upon the Changed Criteria and shall be deemed to compensate Contractor fully for all direct and indirect impacts of such change. Accordingly, unless otherwise expressly reserved in such Change Order, Contractor expressly waives and releases any and all right to make a claim or demand or to take any action or proceeding against Owner for any other consequences arising out of, relating to, or resulting from such change reflected in such Change Order, whether the consequences result directly or indirectly from such change reflected in such Change Order, including any claim or demand for damages due to delay, disruption, hindrance, impact, interference, inefficiencies or extra work arising out of, resulting from, or related to, the change reflected in that Change Order (including any claims or demands that any Change Order or number of Change Orders, individually or in the aggregate, have impacted the unchanged Work). If Contractor expressly reserves its right in a Change Order to maintain a claim arising out of the change in the Change Order, then such reservation shall only be effective for the earlier of Contractorâ€™s achievement of Substantial Completion or one hundred eighty (180) Days after execution of the Change Order, and afterwards Contractor waives and releases any and all right to make a claim or demand relating to such Change Order as specified in this Section 6.4.6.5Â Â Â Â Timing Requirements for Change Notices Issued by Contractor. Should Contractor become aware of any circumstance that Contractor has reason to believe may give rise to the right to a Change Order, Contractor shall, with respect to each such circumstance:A.Â Â Â Â issue a Contractorâ€™s Change Notice to Owner within fourteen (14) Days following the date that Contractor knew of or sixty (60) Days after the date that Contractor reasonably should have known of the first occurrence or beginning of such circumstance; provided that if such occurrence or circumstance is an emergency, oral notice shall be given immediately, followed by a Contractorâ€™s Change Notice within seventy-two (72) hours after such oral notice is provided.1.Â Â Â Â In such Contractorâ€™s Change Notice, Contractor shall state in detail all known and presumed facts upon which its claim is based, including the character, duration and extent of such circumstance, the date Contractor first knew of such circumstance, any activities impacted by such circumstance, the estimated cost and time consequences of such circumstance (including showing a good faith estimate of the impact of such circumstance, if any, on the critical path of the Monthly Updated CPM Schedule) and any other details or information that are expressly required under this Agreement.2.Â Â Â Â Contractor shall only be required to comply with the notice requirements of this Section 6.5A once for continuing circumstances, provided the notice expressly states that the circumstance is continuing and includes Contractorâ€™s best estimate of the impact on any Changed Criteria by such circumstance; andB.Â Â Â Â submit to Owner a comprehensive written estimate no later than forty-five (45) Days (unless mutually extended by the Parties in writing) after the later of (a) the date that the notice in Section 6.5A.1 is given and (b) the completion of each such circumstance, setting forth in detail (i) why Contractor believes that a Change Order should be issued, plus all documentation reasonably requested by or necessary for Owner to determine the factors necessitating the possibility of a Change Order and all other information and details expressly required under this Agreement, including the information required by Schedule D-4, applicable detailed estimates and cost records, time sheet summaries and a graphic demonstration using the CPM Schedule showing Contractorâ€™s entitlement to a time extension to the Key Dates pursuant to the terms of this Agreement, which shall be provided in its native electronic format and (ii) the effect, if any, which such proposed Change Order would have for the Work on any of the Changed Criteria.C.Â Â Â Â The Parties acknowledge that the notice requirements contained in this Agreement are an express condition precedent necessary to any right for an adjustment to the Changed Criteria or any other modification to any other obligation of Contractor under this Agreement, provided that Owner demonstrates it was prejudiced by Contractorâ€™s failure to provide such notice in accordance with the terms of this Agreement; however, in any event, if Contractor fails to provide the required notice within sixty (60) Days of when such notice was required to be given under the terms of this Agreement, such failure is deemed a complete bar to Contractorâ€™s claim for which such notice was required. Oral notice, shortness of time, or Ownerâ€™s actual knowledge of a particular circumstance shall not waive, satisfy, discharge or otherwise excuse Contractorâ€™s strict compliance with this Section 6.5.6.6Â Â Â Â Adjustment Only Through Change Order. No change in the requirements of this Agreement, whether an addition to, deletion from, suspension of or modification to this Agreement, including any Work, shall be the basis for an adjustment to any Changed Criteria or any other obligations of Contractor or right of Owner under this Agreement unless and until such addition, deletion, suspension or modification has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of this Article 6, except that the Work may be changed by a Change Directive. Contractor shall not perform any change in the Work unless and until such change is authorized pursuant to a Change Order or Change Directive in accordance with this Article 6, and all costs incurred by Contractor prior to authorization by Change Order shall be for Contractorâ€™s account. No course of conduct or dealings between the Parties (including the issuance of an Ownerâ€™s Change Request or Contractorâ€™s Change Notice), nor express or implied acceptance of additions, deletions, suspensions or modifications to this Agreement, and no claim that Owner has been unjustly enriched by any such addition, deletion, suspension or modification to this Agreement, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim for an adjustment to the Changed Criteria or any other obligations of Contractor under this Agreement.6.7Â Â Â Â Force Majeure.A.Â Â Â Â Contractor Relief. If the commencement, prosecution or completion of the Work is delayed by Force Majeure, then Contractor shall be entitled to an extension to the applicable Key Dates if such delay affects the performance of any Work that is on the critical path of the Monthly Updated CPM Schedule, but only if Contractor complies with the notice and Change Order request requirements in Section 6.5 and the mitigation requirements in Section 6.10. Except to the extent specified in this Section 6.7A, the Parties agree that Contractorâ€™s sole remedy for such delay shall be an adjustment to such Key Dates pursuant to a Change Order. In addition, if Force Majeure prevents Contractorâ€™s performance with respect to any portion of the Work, Contractor shall be relieved from performance of such portion of the Work for the time period that such Force Majeure are continuing and preventing such performance.1.Â Â Â Â Contractor shall be entitled to an adjustment to the Contract Price for any delay that meets the requirements of Section 6.7A, if such delay, alone or aggregated with other Force Majeure events, causes delay in the performance of any Work that is on the critical path of the Monthly Updated CPM Schedule in excess of thirty (30) Days in the aggregate. Any such Contract Price adjustment shall be for reasonable costs necessarily incurred by Contractor for delay occurring after the expiration of such thirty (30) Day aggregate period; provided that Ownerâ€™s total liability under this Agreement for any such Contract Price adjustment(s) for all such events occurring during the term of this Agreement shall not exceed [***] U.S. Dollars (U.S.$ [***]) in the aggregate.2.Â Â Â Â If the guaranteed Train 1 substantial completion date, guaranteed Train 2 substantial completion date, or guaranteed Train 3 substantial completion date (as defined under the applicable Phase 1 EPC Agreement) is adjusted by change order under the applicable Phase 1 EPC Agreements for a force majeure event, and such adjustment is as a result of an event for which Contractor is entitled to relief under Section 6.7 of the applicable Phase 1 EPC Agreement and causes a delay in the critical path of the Monthly Updated Schedule under this Agreement, Contractor shall be entitled to an adjustment to the applicable Key Dates, provided that Contractor meets the other requirements in Section 6.7A. With respect to the recovery of costs for such adjustment, Contractor shall only be entitled to such costs if it meets the requirements of Section 6.7A, but such costs recoverable under this Section 6.7A.2 are limited to reasonable costs necessarily incurred by Contractor for such delay incurred after the expiration of such thirty (30) Day aggregate in Section 6.7A.1 (as combined with other Force Majeure events). Such costs shall count against the [***] U.S. Dollars (U.S.$ [***]) in Section 6.7A.1.B.Â Â Â Â Owner Relief. Subject to Section 6.7A, Ownerâ€™s obligations under this Agreement shall be suspended to the extent that performance of such obligations is delayed by Force Majeure (but without prejudice to Contractorâ€™s entitlement to a Change Order for the events described in Section 6.2A).C.Â Â Â Â Payment Obligations. No obligation of a Party to pay moneys under or pursuant to this Agreement shall be excused by reason of Force Majeure affecting such Party.6.8Â Â Â Â Delay Caused by Owner or for Which Owner Is Responsible. If (a) any Owner Indemnified Party or any Person acting on behalf of or under the control of Owner delays the commencement, prosecution or completion of the Work, including Ownerâ€™s failure to provide an Owner-Furnished Items, and to the extent such delay is not attributable to Contractor or its Subcontractors or Sub-subcontractors but is caused by Ownerâ€™s breach of an express obligation under this Agreement, or (b) the commencement, prosecution or completion of the Work is delayed as a result of (1) Changes in Law for which Contractor is entitled to relief under Section 6.2A.7, (2) changes to or errors or omissions in Rely Upon Information for which Contractor is entitled to relief under Section 6.2A.9, (3) a suspension of the Work for which Contractor is entitled to relief under Section 6.2A.8, (4) an event entitling Contractor to a Change Order as set forth in Section 6.2A.5, (5) to the extent permitted in Section 6.2A.11 for a Change in Quotas (as defined in Attachment FF) or (6) to the extent permitted in Section 6.2A.12 for an Ongoing Conflict Event, then Contractor shall, with respect to any of the above, be entitled to an adjustment in the Contract Price and an extension to the Guaranteed Substantial Completion Date if such delay affects the performance of any Work that is on the critical path of the Monthly Updated CPM Schedule, and Contractor complies with the notice and Change Order request requirements in Section 6.5 and the mitigation requirements of Section 6.10, provided that Contractor shall be entitled to an adjustment to the Contract Price which shall be limited to the reasonable, additional costs incurred by Contractor for such delay, plus associated profit margin of [***] percent ([***]%) on such costs. Any adjustments to the Contract Price or a Key Date shall be recorded in a Change Order. The Parties agree that if they execute a Change Order with respect to any change in the Scope of Work described in this Section 6.8, any delay arising out of such change in the Scope of Work and meeting the requirements of this Section 6.8 shall be included in the Change Order incorporating such change in the Scope of Work.A.Â Â Â Â If the guaranteed Train 1 substantial completion date, guaranteed Train 2 substantial completion date, or guaranteed Train 3 substantial completion date (as defined under the applicable Phase 1 EPC Agreement) is adjusted by change order, and such adjustment is as a result of an event for which Contractor is entitled to relief under section 6.8 of the applicable Phase 1 EPC Agreement and causes a delay in the critical path of the Monthly Updated Schedule under this Agreement, Contractor shall be entitled to an adjustment to the applicable Key Dates, provided that Contractor meets the other requirements in this Section 6.8. With respect to the recovery of costs for such adjustment, Contractor shall only be entitled to such costs if it meets the requirements of Section 6.8, but such costs recoverable under this Section 6.8A are limited to the recovery of reasonable, additional costs incurred by Contractor for such delay, plus associated profit margin of [***] percent ([***]%) on such costs.6.9Â Â Â Â Delay. For the purposes of Sections 6.2A.1, 6.2A.5, 6.2A.9, 6.7, 6.8, 6.12 and 6.13, the term â€œdelayâ€ shall include hindrances, disruptions, preventions or obstructions, or any other similar term in the industry and the resulting impact from such hindrances, disruptions or obstructions, including inefficiency, impact, ripple or lost production. For the avoidance of doubt, the Parties recognize and agree that for the purposes of Sections 6.7 and 6.8, a Work activity not on the critical path can become on the critical path, and if a delay causes a Work activity off the critical path to become a critical path activity, Contractor is entitled to an extension to the Key Dates for those days of delay after which the non-critical path activity became a critical path activity, provided that such delay satisfies the other applicable requirements under Sections 6.7 and 6.8.6.10Â Â Â Â Contractor Obligation to Mitigate Delay. With respect to Sections 6.7 and 6.8, in no event shall Contractor be entitled to any adjustment to the Key Dates or adjustment to the Contract Price for (i) that portion of delay to the extent Contractor could have taken, but failed to take, reasonable actions to mitigate such delay or (ii) that portion of delay that would nevertheless been experienced had such delay event in Section 6.7 or 6.8 not occurred.6.11Â Â Â Â Separated Contract Price Adjustments in Change Orders. Any adjustment by Change Order to the Contract Price which is made on a fixed price separated basis shall be separated pursuant to 34 Tex. Admin. Code Rule Â§ 3.291(a)(13) to specify the applicable adjustments to the Aggregate Equipment Price and Aggregate Labor and Skills Price in accordance with Article 7.6.12Â Â Â Â COVID-19 Provisional Sum and COVID-19 Events.A.Â Â Â Â COVID-19 Provisional Sum. Set forth in Attachment II are countermeasures, means, methods, responsive and preventative measures with respect to COVID-19 (â€œCOVID-19 Countermeasuresâ€) that Contractor or its Subcontractors or Sub- subcontractors may implement in the performance of the Work in accordance with Section6.12A.1 and 6.12A.2. The Parties have included in the Contract Price an estimated provisional sum for the implementation of such COVID-19 Countermeasures, as set forth in Attachment II (â€œCOVID-19 Provisional Sumâ€). Owner shall pay to Contractor, in accordance with this Section 6.12 and Attachment II (at the rates shown and referenced therein), the costs and expenses incurred by Contractor (or its applicable Subcontractors or Sub-subcontractors) as a result of COVID-19 for implementing the COVID-19 Countermeasures set forth therein, even if such costs and expenses exceed the COVID-19 Provisional Sum, provided that Contractor may only invoice Owner for the actual costs and expenses incurred by Contractor as a result of COVID-19 plus a markup of [***] percent ([***]%) and Contractor may not invoice Owner (and Owner shall have no obligation to pay) any other costs, including any amounts for contingency or escalation. The costs associated with implementing such COVID-19 Countermeasures are set forth and further detailed in Attachment II and any additional costs and expenses incurred above and beyond the estimates set forth in Attachment II shall be based on the estimates set forth therein. To the extent that the value of the COVID-19 Countermeasures exceed the amount set forth in Attachment II, Contractor is entitled to a Change Order to increase the amount of the Provisional Sum (and a corresponding increase in the Contract Price). Owner is entitled to a Change Order reducing the Contract Price if the costs and expenses incurred in implementing the COVID-19 Countermeasures are less than the COVID-19 Provisional Sum.1.Â Â Â Â Schedule II-1 lists the COVID-19 Countermeasures that Contractor has initially determined will be implemented by Contractor commencing after the Effective Date. The COVID-19 Provisional Sum for the COVID-19 Countermeasures in Schedule II-1 assumes that these COVID-19 Countermeasures will be implemented at the Effective Date and continue (except as stated otherwise in Schedule II-1) for twelve (12) months following the Effective Date, which such duration after the Effective Date may be extended for a COVID-19 Extension. Contractor may extend the duration of the implementation of the COVID-19 Countermeasures in Schedule II-1 beyond the period specified in Schedule II-1 due to a COVID-19 Extension. A â€œCOVID-19 Extensionâ€ means a circumstance following the Effective Date where the time period for the implementation of any of COVID-19 Countermeasures in Schedule II-1 has expired and: (a) Contractor is required under Applicable Law to continue implementing such COVID-19 Countermeasures beyond the period currently indicated in Schedule II-1 in order to perform the Work in compliance with Applicable Laws, (b) a change in COVID- 19 Guidelines recommends the continuance of the COVID-19 Countermeasures in Schedule II-1 for time-periods extending beyond the period then currently indicated in Schedule II-1 and Contractor elects to implement such change in COVID-19 Guidelines; (c) there is COVID-19 Outbreak and Contractor elects to continue such COVID-19 Countermeasures; or (d) Contractor otherwise elects to continue or revise such means, methods and countermeasures in effect as to protect those performing the Work from the spread of COVID-19.2.Â Â Â Â Schedule II-2 lists the COVID-19 Countermeasures that Contractor has initially determined will be implemented by Contractor commencing at the

Effective Date and be ongoing without interruption during the performance of the Work for the duration specified in Schedule II-2.3.Â Â Â Â Contractor shall receive no adjustments to the Key Dates (including an extension to any Guaranteed Date) for implementing any COVID-19 Countermeasures listed in Attachment II, (except as Contractor may be entitled to same for a COVID-19 Extension affecting the Work for Rows 13 and 24 of Schedule II-1), regardless of which COVID-19 Countermeasures are implemented and for how long. Contractor shall only be entitled to claim an adjustment to the Guaranteed Substantial Completion Dates for COVID-19 Events, which are separately addressed in Section 6.12B.B.Â Â Â Â COVID-19 Event Cost and Schedule Impacts. If the occurrence of a COVID-19 Event (including Contractorâ€™s, its Subcontractorâ€™s or Sub-subcontractorâ€™s responsive and preventative actions thereto, or adopting additional or different countermeasures or other means and methods in performing the Work from the COVID- 19 Countermeasures in response thereto) adversely affect Contractorâ€™s actual cost (which costs shall be adequately documented and supported by Contractor) of performance of the Work, Contractor shall be entitled to a Change Order adjusting the Contract Price. If such COVID-19 Event (or such actions, countermeasures and/or means and methods) causes a delay (as that term is defined Section 6.9), Contractor shall be entitled to relief to the extent permitted in Section 6.8. Contractor (or Subcontractor or Sub-subcontractors) shall receive no relief as a result of changes in market conditions that arise out of the impact to the Work from COVID-19 or any COVID-19 Event unless Contractor demonstrates that such impact is caused by a COVID-19 Event, but excluding changes in market conditions that arise indirectly from such impact or that result in a general escalation of prices for labor, materials (other than those specified in Attachment KK), equipment and services.C.Â Â Â Â COVID-19 â€“ Countermeasures, Means and Methods and Mitigation. Contractor (and its Subcontractors and Sub-subcontractors) may implement COVID-19 Countermeasures, adopt additional or different countermeasures or other means and methods in performing the Work from those COVID-19 Countermeasures set forth in Attachment II, and take responsive and preventative actions (such as the right to suspend the Work, in whole or in part, or evacuate personnel, in each case after consultation with Owner, and including the COVID-19 Countermeasures) in response to a COVID-19 Event that are reasonably necessary to protect those performing the Work from the spread of COVID-19 or other epidemics, pandemics or plagues, or reasonably necessary to otherwise mitigate or prevent the spread of COVID-19 or other epidemics, pandemics or plagues.D.Â Â Â Â COVID-19 Event Performance Prevention. If a COVID-19 Event (including the effects of such COVID-19 Event) prevents the performance with respect to any portion of the Work, Contractor (and its applicable Subcontractor or Sub- subcontractor) shall be relieved from performance of such portion of the Work for the time period that such COVID-19 Event, or the effects of such COVID-19 Event, are continuing; provided that Contractorâ€™s entitlement to a Change Order for an adjustment to the Contract Price and Guaranteed Substantial Completion Dates shall be determined in accordance with Section 6.8.6.13Â Â Â Â Ongoing Conflict Events. If the Russian and Ukraine Conflict Event or the Israel and Gaza Conflict (each, an â€œOngoing Conflict Eventâ€ and together the â€œOngoing Conflict Eventsâ€) adversely affect Contractorâ€™s actual cost (which costs shall be adequately documented and supported by Contractor) of performance of the Work or ability to perform any material obligation under this Agreement, then Contractor shall be entitled to a Change Order for an adjustment to the Contract Price and, to the extent permitted in Section 6.8, for an adjustment to Key Dates; provided that Contractor complies with the Change Order request requirements in Section 6.5 and provided further that any impacts as a result of one or more of the Ongoing Conflict Events are limited solely to the following impacts:A.Â Â Â Â Impacts covered under this Section 6.13 are comprised solely of the following:1.Â Â Â Â An increase in the transportation costs or delay in transportation as a result of the Russian and Ukraine Conflict Event that causes a material disruption in the operations of a major shipping port for more than five (5) Days that was planned to be used in connection with the performance of the Work or a material disruption of a major roadway for more than five (5) Days that was planned to be used in connection with the performance of the Work where there is no other reasonable roadway, the impact of which may result in Contractor having to make different provisions for the sourcing of or transportation of Equipment. Contractor shall consult with Owner to evaluate options, such as alternate sourcing or transportation, and provide details of the impacts of such options on the Contract Price and Key Dates;2.Â Â Â Â An increase in the transportation costs or delay in transportation as a result of the Israel and Gaza Conflict (including Contractorâ€™s or its Subcontractorsâ€™ or Sub-subcontractorsâ€™ use of the Red Sea, the Suez Canal or the Persian Gulf) that causes a material disruption in the transportation of Equipment for more than five (5) Days where the impact of which may result in Contractor having to make different provisions for the sourcing of or transportation of Equipment. Contractor shall consult with Owner to evaluate options, such as alternate sourcing or transportation, and provide details of the impacts of such options on the Contract Price and Key Dates;3.Â Â Â Â A material disruption in the operations of a Subcontractorâ€™s manufacturing facility for the production of Equipment (which, for a Russia and Ukraine Conflict Event, such disruption must be due to a curtailment of energy to such manufacturing facility) for more than five (5) Days caused by the Ongoing Conflict Event and only with respect to a Russia and Ukraine Conflict Event, where (a) such Subcontractor does not have other reasonable and commercially practicable alternative means of energy and (b) there is no other manufacturing facilities reasonably and commercial practicably available that such Subcontractor can use. Contractor shall consult with Owner to evaluate options, such as alternate sourcing or transportation, and provide details of the impacts of such options on the Contract Price and Key Dates; and4.Â Â Â Â A material disruption to the availability of Equipment required by Contractor or a Subcontractor for more than five (5) Days caused by one or more of the Ongoing Conflict Events, and only with respect to a Russia and Ukraine Conflict Event, where Contractor or Subcontractor does not have other reasonable and commercially practicable alternative means of obtaining such Equipment. Contractor shall in any case consult with Owner to evaluate options, such as alternate sourcing or transportation for affected Equipment, and provide details of the impacts of such options on the Contract Price and Key Dates.B.Â Â Â Â Notwithstanding the foregoing, the following impacts are excluded from Section 6.13 and consequentially Contractor is not entitled to any relief under this Agreement for such impacts:1.Â Â Â Â Any impacts from one or more of the Ongoing Conflict Events existing prior to the Effective Date, provided the scope of such impacts do not increase after the Effective Date, and if such impacts increase after the Effective Date, only the increase in the impacts shall be considered;2.Â Â Â Â Contractor (or Subcontractor or Sub-subcontractors) shall receive no relief as a result of changes in market conditions that arise out of the impact to the Work from one or more of the Ongoing Conflict Events unless Contractor demonstrates that such impact is caused by such Ongoing Conflict Event, but excluding changes in market conditions that arise indirectly from such impact or that result in a general escalation of prices for labor, materials (other than those specified in Attachment KK and Attachment LL), equipment and services;3.Â Â Â Â Any impacts resulting from a Change in Law, which impacts will be addressed as a Change in Law and not as an Ongoing Conflict Event;4.Â Â Â Â Any impacts resulting from Contractor or any Subcontractor or Sub- subcontractor from procuring directly or indirectly any portion of Equipment from Russia, Ukraine or Israel;5.Â Â Â Â Any impacts to the Work (with respect to which Contractor plans to Subcontract) that have occurred prior to Contractor signing a Subcontract with any Subcontractor for such Work;6.Â Â Â Â Any impacts that could or could have been mitigated using reasonable and commercially practicable efforts by Contractor or its Subcontractors or Sub-subcontractors as described in Section 6.13A above;7.Â Â Â Â Any impacts to the extent any Subcontractor or any Sub- subcontractor has assumed the risks of those impacts in its applicable Subcontract or Sub-subcontract; and8.Â Â Â Â Fluctuations in pricing of the agreed upon Equipment as specified in Attachment KK and the changes in High Value Orders as specified in Attachment LL, in which case Attachment KK and Attachment LL will solely govern Contractorâ€™s entitlement to adjustment to Contract Price and Key Dates for such impacts.6.14Â Â Â Â Cybersecurity Events. If the occurrence of a Cybersecurity Event adversely affects Contractorâ€™s actual cost (which costs shall be adequately documented and supported by Contractor) of performance of the Work or ability to perform any material requirement under this Agreement, Contractor shall be entitled to a Change Order adjusting the Contract Price and/or the Key Dates, as applicable, pursuant to Sections 6.2A.5 and 6.8, provided that Contractor complies with the notice and Change Order request requirements set forth in Sections 6.2 and 6.5 and diligently and expeditiously rebuilds and restores the impacted Information Systems, including acting reasonably to settle any cybersecurity demands to avoid further interruption. If such acts or omissions cause a delay (as that term is defined in Section 6.9), Contractor shall be entitled to relief to the extent allowed under Section 6.8. Notwithstanding the foregoing,A.Â Â Â Â Contractor shall receive no relief pursuant to this Section 6.14 to the extent that the Cybersecurity Event is due to Contractorâ€™s or the affected Subcontractorsâ€™ or Sub- subcontractorsâ€™ failure to comply with the requirements of this Agreement, including Applicable Law and GECP, including the use of generally recognized and accepted reasonable and prudent preventative measures and cybersecurity risk management protocols (including appropriately training employees in cybersecurity awareness); andB.Â Â Â Â If a Cybersecurity Event occurs due to an act or omission by an employee of Contractor or Contractorâ€™s Affiliates or Subcontractors or Sub-subcontractors, whether intentional or unintentional, Contractor shall not be entitled to any relief (including any adjustments to the Contract Price or Guaranteed Dates) until the delays associated with such Cybersecurity Events cause a delay in the performance of the Work that is on the critical path of the Monthly Updated CPM Schedule in excess of fifteen (15) Days in the aggregate.ARTICLE 7CONTRACT PRICE AND PAYMENTS TO CONTRACTOR7.1Â Â Â Â Contract Price. As compensation in full to Contractor for the full and complete performance of the Work and all of Contractorâ€™s other obligations under this Agreement, Owner shall pay and Contractor shall accept Four Billion Three Hundred Twenty-Seven Million U.S. Dollars (U.S.$ 4,327,000,000) (the â€œContract Priceâ€). The Contract Price is subject to adjustment only by Change Order as provided in Article 6, and includes all Taxes (excluding U.S. Tariffs and Duties, as further described in Section 7.1A) payable by Contractor and its Subcontractors and Sub-subcontractors in connection with the Work and all Provisional Sums. For the avoidance of doubt, the Contract Price does not include Texas Sales and Use Tax on Equipment (which is subject to exemption as provided under Section 4.8A).A.Â Â Â Â The Contract Price excludes U.S. Tariffs and Duties, and Contractor shall invoice separately to recover its costs for U.S. Tariffs and Duties pursuant to Attachment FF, provided that Contractor may not invoice any more than Fifty Eight Million Five Hundred Eighty-Seven Thousand Eight Hundred Ninety-Seven U.S. Dollars (U.S.$ 58,587,897) (â€œTotal Reimbursement Amountâ€) in total for U.S. Tariffs and Duties (unless reduced or increased via Change Order pursuant to Attachment FF (Relief for Changes in U.S. Tariffs or Duties) for a Change in U.S. Tariffs or Duties), and any additional costs related to any tariffs, quotas, and duties are for Contractorâ€™s account.B.Â Â Â Â The Contract Price is separated, in accordance with the definition of separated contract as defined in 34 Tex. Admin Code Rule Â§ 3.291(a)(13), as follows:1.Â Â Â Â [***] U.S. Dollars (U.S.$ [***]) for Equipment (â€œAggregate Equipment Priceâ€). The Aggregate Equipment Price equates to the portion of the Contract Price attributable to all Equipment and includes the cost of every piece of Equipment, including markup, overhead, freight and profit, but excludes labor.2.Â Â Â Â [***] U.S. Dollars (U.S.$ [***]) for all Work in this Agreement other than for Equipment (â€œAggregate Labor and Skills Priceâ€), which such Work includes all labor, engineering, design, services, installation, consumables, freight on Construction Equipment, overhead and all other items of whatever nature applicable to the Work. Excluding only the Aggregate Equipment Price, the Aggregate Labor and Skills Price shall include all costs, charges and expenses of whatever nature applicable to the Work, including Taxes (except for U.S. Tariffs and Duties) on all Work and Texas Sales and Use Tax on all Work other than on Equipment.3.Â Â Â Â Attachment GG provides a list of options (â€œAdditional Work Optionsâ€) for additional Work that Owner may elect to have Contractor perform, as further specified in this Section 7.1B3. Owner may, at any time within the time periods specified in Attachment GG for each Additional Work Option, elect (by giving written notice to Contractor) to have Contractor perform any Additional Work Options for the corresponding amounts set forth in Attachment GG. The amount listed for each Additional Work Option is compensation in full for Contractorâ€™s complete performance of each Additional Work Option selected by Owner and includes all costs and expenses of any nature associated with such Additional Work Option. In the event that Owner selects any Additional Work Options, the Parties shall enter into a Change Order that adjusts the Contract Price in an amount equal to total of the Additional Work Options selected by Owner. Other than the adjustment to the Contract Price, Contractor shall receive no other adjustments to any Changed Criteria as a result of Ownerâ€™s selection of any Additional Work Options.4.Â Â Â Â To the extent that the value of a Provisional Sum exceeds the respective Provisional Sum set forth in Attachment JJ, Contractor shall be entitled to a Change Order to increase the Contract Price for such amount. Accordingly, Owner shall be entitled to a Change Order reducing the Contract Price to the extent the value of the Work related to a Provisional Sum is less than the respective Provisional Sum set forth in Attachment JJ.5.Â Â Â Â The Parties have agreed to adjust the Contract Price based on the fluctuations in the pricing of certain agreed upon commodities as described in Attachment KK. Such adjustments shall follow the procedure set forth in Attachment KK.6.Â Â Â Â The Parties shall prior to NTP adjust the Contract Price and Key Dates based on the true up of certain agreed upon High Value Orders described in Attachment LL. Such adjustments shall follow the procedure set forth in Attachment LL.7.2Â Â Â Â Interim Payments.A.Â Â Â Â Payments. Interim payments shall be made by Owner to Contractor in accordance with the Payment Schedule set forth in Attachment C (as may be amended by Change Order pursuant to Section 6.1C or 6.2C), which allocates (i) [***] U.S. Dollars (U.S.$ [***]) of the Contract Price to be paid based on percent completion of the Work (â€œEarned Valueâ€) using the detailed breakdown of the Work and the procedures set forth in Schedule C-1 (the â€œEarned Value Contract Price Breakdownâ€), and (ii) [***] U.S. Dollars (U.S.$ [***]) of the Contract Price to be paid based on completion of Payment Milestones set forth in Schedule C-2, provided that Contractor is otherwise in material compliance with the terms of this Agreement. The mobilization Payment Milestone in Schedule C-2 shall be paid within [***] ([***]) Days after issuance of NTP. Each payment shall be subject to Ownerâ€™s right to withhold payments under this Agreement, including Sections 3.3G, 7.5, 11.5A and 13.2. Payments shall be made in U.S. Dollars to an account designated by Contractor. The Payment Schedule, including the Earned Value Contract Price Breakdown and the Payment Milestones, shall be amended only by Change Order pursuant to this Agreement.B.Â Â Â Â Invoices. Within [***] ([***]) Days after the end of each Month (or the next Business Day if the [***]th Day is not a Business Day), Contractor shall submit to Owner an Invoice for (i) all Work completed during the prior Month in accordance with the Earned Value Contract Price Breakdown (ii) all Payment Milestones completed during the prior Month, if any and (iii) reimbursement for U.S. Tariffs and Duties, if any. Contractor shall not be entitled to any payment whatsoever for any portion of the Work relating to a particular Payment Milestone until such Payment Milestone is fully completed. Such Monthly Invoice shall also include amounts properly due and owing for Work performed during the prior Month under Change Directives. All Invoices, other than the Invoice for final payment under this Agreement, shall be in the form of Schedule I-1, and shall include all documentation supporting its request for payment as required under this Agreement. All Invoices issued to Owner hereunder shall separately state charges for Equipment and skill, labor and other costs for the Project.C.Â Â Â Â Interim Lien and Claim Waivers. Each Invoice received by Owner prior to Final Completion shall be accompanied by (i) a fully executed Interim Lien and Claim Waiver from Contractor in the form of Schedules K-1 and K-2 for all Work performed through the date for which payment is requested, (ii) fully executed Interim Lien and Claim Waivers from each Major Subcontractor in the form set forth in Schedules K-3 and K-4 for all Work performed through the date for which payment is requested and (iii) if requested by Owner, fully executed Interim Lien and Claim Waivers from all Major Sub- subcontractors in the form set forth in Schedules K-3 and K-4 for all Work performed through the date for which payment is requested. Interim Lien and Claim Waivers, however, shall not be required from Major Subcontractors, Major Sub-subcontractors, Subcontractors or Sub-subcontractors until they have performed and invoiced Contractor for their Work, and Major Subcontractors, Major Sub-subcontractors, Subcontractors and Sub-subcontractors shall be required to submit additional Interim Lien and Claim Waivers only if they have performed Work not covered by a previous Interim Lien and Claim Waiver. Submission of all Interim Lien and Claim Waivers are a condition precedent to payment of any Invoice (provided that if Contractor does not submit an Interim Lien and Claim Waiver for a Major Subcontractor or Major Sub-subcontractor in accordance with this Section 7.2C, Owner may withhold payment for the amount allocated to such Major Subcontractor or Major Sub-subcontractor that has not provided an Interim Lien and Claim Waiver).D.Â Â Â Â Review and Approval. Each Invoice shall be reviewed by Owner and, upon Ownerâ€™s reasonable request, Contractor shall furnish such supporting documentation and certificates and provide such further information as may be reasonably requested by Owner. Unless disputed by Owner, each Invoice (less any withholdings allowed under this Agreement) shall be due and payable [***] ([***]) Days after it, and all documentation required under this Agreement, is received by Owner. Notwithstanding the above, on issuance of NTP or anytime thereafter, Contractor may submit an Invoice to Owner for the mobilization Payment Milestone, and such Invoice shall be due and payable in accordance with Section 7.2A. If an Invoice is disputed by Owner, then payment shall be made for all undisputed amounts and the Dispute shall be resolved pursuant to Article 18. Payment on disputed amounts shall be made as soon as such Dispute is resolved.E.Â Â Â Â Maximum Cumulative Payment Amounts. The Parties have agreed upon and set forth in Schedule C-3 a schedule of the maximum cumulative amounts that Contractor is allowed to Invoice Owner at any one time during the performance of the Work (the â€œMaximum Cumulative Payment Scheduleâ€).Â Â Â Â The Maximum Cumulative Payment Schedule shall only be subject to adjustment pursuant to a Change Order.7.3Â Â Â Â Final Completion and Final Payment. Upon Final Completion, Contractor shall, in addition to any other requirements in this Agreement for achieving Final Completion, including those requirements set forth in Section 1.1 for the definition of Final Completion, submit a fully executed final Invoice in the form attached hereto as Schedule I-2, along with (i) a statement summarizing and reconciling all previous Invoices, payments and Change Orders, (ii) an affidavit that all payrolls, Taxes, liens, charges, claims, demands, judgments, security interests, bills for Equipment, and any other indebtedness connected with the Work have been paid, (iii) fully executed Final Lien and Claim Waiver from Contractor in the form of Schedules K-5 and K-6,(iv) fully executed Final Lien and Claim Waivers from each Major Subcontractor in the form set

forth in Schedules K-7 and K-8, and (v) if requested by Owner, fully executed Final Lien and Claim Waivers from each Major Sub-subcontractor in the form set forth in Schedules K-7 and K-8. No later than [***] ([***]) Days after receipt by Owner of such final Invoice and all requested documentation and achieving Final Completion, Owner shall, subject to its rights to withhold payment under this Agreement, pay Contractor the balance of the Contract Price.7.4Â Â Â Â Payments Not Acceptance of Work. No payment made hereunder by Owner shall be considered as approval or acceptance of any Work by Owner or a waiver of any claim or right Owner may have hereunder. All payments shall be subject to correction or adjustment in subsequent payments.7.5Â Â Â Â Payments Withheld. In addition to disputed amounts set forth in an Invoice, Owner may, in addition to any other rights under this Agreement, withhold payment on an Invoice or a portion thereof, or collect on the Letter of Credit, in an amount and to such extent as may be reasonably necessary to protect Owner from loss due to:A.Â Â Â Â Defective Work not remedied in accordance with this Agreement;B.Â Â Â Â liens, stop notices or other encumbrances on all or a portion of the Project Site, the Work, the Phase 1 Facilities or the Train 4 Facility, which are filed by any Subcontractor, any Sub-subcontractor or any other Person acting through or under any of them, provided that Owner has made payment to Contractor of all undisputed amounts due to Contractor in accordance with the terms of this Agreement and further provided that, with respect to liens and other encumbrances, Contractor has not removed or discharged such lien or encumbrance in accordance with Section 17.6;C.Â Â Â Â any material breach by Contractor of any term or provision of this Agreement;D.Â Â Â Â the assessment of any fines or penalties against Owner as a result of Contractorâ€™s failure to comply with Applicable Law or Applicable Codes and Standards;E.Â Â Â Â a discovery that a Payment Milestone or other Work associated with a prior payment was not in fact achieved;F.Â Â Â Â amounts paid by Owner to Contractor in a preceding Month incorrectly;G.Â Â Â Â Liquidated Damages that Contractor owes under the terms of this Agreement;H.Â Â Â Â failure of Contractor to make payments to Subcontractors in accordance with their respective Subcontracts, provided that Owner has made payment to Contractor of all undisputed amounts owed to Contractor in accordance with the terms of this Agreement with respect to the applicable Subcontracts;I.Â Â Â Â any other costs or liabilities which Owner has incurred or will incur for which Contractor is responsible under this Agreement; orJ.Â Â Â Â failure of Contractor to comply with its Monthly Progress Report obligations or scheduling obligations as set forth in Section 5.4.7.6Â Â Â Â Payment of Amounts Withheld or Collected on Letter of Credit. Prior to drawing down or collecting on the Letter of Credit in accordance with this Agreement, Owner shall provide Contractor with the written notice in accordance with Section 9.2A(b). For amounts actually withheld or collected on the Letter of Credit, Owner shall pay Contractor the amount Owner withheld or collected on the Letter of Credit under Section 7.5 if Contractor (i) pays, satisfies or discharges the applicable claim of Owner against Contractor under or by virtue of this Agreement and provides Owner with reasonable evidence of such payment, satisfaction or discharge, (ii) cures the applicable breach described in Section 7.5 or the applicable Default (i.e., the breach described in Section 7.5 or Default on which Ownerâ€™s withholding or collection on the Letter of Credit was based), (iii) with respect to item 7.5B, removes the lien or other encumbrance in question in accordance with Applicable Law, or (iv) provides Owner with a Letter of Credit reasonably satisfactory to Owner in the amount of the withheld payment. In the event Owner draws down or collects any amount on the Letter of Credit pursuant to this Section 7.6, and Contractor acts in accordance with either (i), (ii) or (iii) above so as to require payment from Owner, Contractor shall, within [***] ([***]) Days after Ownerâ€™s payment to Contractor, restore the Letter of Credit to the amount the Letter of Credit had immediately prior to Ownerâ€™s collection on the Letter of Credit under this Section 7.6, failing which, Owner may withhold all payments otherwise due Contractor until Contractor so restores such Letter of Credit. Ownerâ€™s failure to withhold or draw down or collect against the Letter of Credit in the event of any of the circumstances described in this Section 7.6 shall not be deemed to be a waiver of any of Ownerâ€™s rights under this Agreement, including Ownerâ€™s right to withhold or draw down on the Letter of Credit at any time one of the circumstances in Section 7.5 exists.7.7Â Â Â Â Interest on Late Payments. Any undisputed amounts due but not paid when such amounts are due and payable hereunder shall bear interest at the lesser of (i) an annual rate equal to the prime rate published by the Wall Street Journal on the date such amounts were due and payable plus [***] percent ([***]%) or (ii) the maximum rate permitted under Applicable Law.7.8Â Â Â Â Offset. Owner may, upon prior notice to Contractor, offset any debt due and payable from Contractor to Owner against any amount due and payable to Contractor hereunder.7.9Â Â Â Â Currency. All amounts contained herein are in and shall be paid in U.S. Dollars. Included in the Contract Price are the following amounts in U.S. Dollars based upon the following foreign (non-U.S. Dollar) currencies at the following exchange rates to the U.S. Dollar:Foreign CurrencyValue of Foreign CurrencyInitial Exchange RateInitial Equivalent U.S. Dollar ValueEuroâ‚¬ 263,857,000[***] U.S.$ to EuroU.S.$ [***]On a date that is two (2) Business Days after Ownerâ€™s issuance of NTP, the Contract Price shall be subject to an upward or downward adjustment by Change Order to account for changes in the exchange rate from the Initial Exchange Rate to the exchange rate at such date, and such adjusted Contract Price shall be stated in U.S. Dollars. The adjustment to the Contract Price for each foreign currency will be determined as follows:(a)Â Â Â Â the equivalent U.S. Dollar value on the date that is two (2) Business Days after Ownerâ€™s issuance of NTP (determined by multiplying the value of foreign currency listed above by the exchange rate quoted by Bloomberg FX Fixings rate for such foreign currency as of 9:00am NY time on the next banking day following the date that is two (2) Business Days after Ownerâ€™s issuance of NTP)minus(b)Â Â Â Â the initial equivalent U.S. Dollar value listed in the table above for such foreign currency.The Contract Price adjustment shall be the sum of the adjustments for each currency and shall be stated in U.S. Dollars. After the date that is two (2) Business Days after Ownerâ€™s issuance of NTP, Contractor assumes all risk relating to fluctuation of any foreign currency.7.10Â Â Â Â Conditions Precedent to Payment. It shall be a condition precedent to Contractorâ€™s entitlement to receive any payment from Owner under this Agreement that Contractor has provided to Owner, and is maintaining the (i) Parent Guarantee in accordance with Section 21.17, (ii) Letter of Credit in accordance with Section 9.2, and (iii) insurance policies in accordance with Section 9.1.7.11Â Â Â Â [***]ARTICLE 8TITLE AND RISK OF LOSS8.1Â Â Â Â Title.A.Â Â Â Â Clear Title. Contractor warrants and guarantees that Owner will receive good and legal title to and ownership of the Work and the Train 4 Facility (including each component thereof) shall be free and clear of any and all liens, claims, security interests or other encumbrances when title thereto passes to Owner.B.Â Â Â Â Title to Work. Title to all or any portion of the Work (other than Work Product) shall pass to Owner (or its designee) upon the earlier of (i) payment by Owner therefor, (ii) delivery of the Work to the Site, or (iii) incorporation of such Work into the Train 4 Facility, except in the case of Work Product, which is governed by Article 10. Transfer of title to Work shall be without prejudice to Ownerâ€™s right to reject Defective Work, or any other right in this Agreement.8.2Â Â Â Â Risk of Loss.A.Â Â Â Â Risk of Loss Prior to Substantial Completion. Contractor shall bear the risk of physical loss and damage to Train 4 and all Equipment and Work incorporated or to be incorporated into Train 4 until the earlier of Substantial Completion of Train 4 or termination of this Agreement, regardless of fault and regardless whether such loss and damage occurs as a result of the Work, Phase 1 Work, or Train 5 Work; provided that Owner shall at all times bear the risk of physical loss and damage, and Owner shall release Contractor Indemnified Parties (in connection with the Work, Phase 1 Work, and Train 5 Work), any Subcontractors, any Sub-subcontractors (in connection with the Work), and any subcontractors and sub-subcontractors (in connection with the Phase 1 Work and Train 5 Work) from liability for such physical loss and damage, each to the extent (i) arising from war (whether declared or undeclared), civil war, act of terrorism, sabotage, blockade, insurrection; (ii) arising from ionizing radiation, or contamination by radioactivity from nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel properties of any explosive nuclear assembly or nuclear component thereof; (iii) arising from a cyber event or communicable disease that is excluded from coverage pursuant to Contractorâ€™s Builderâ€™s Risk or Marine Cargo policies; (iv) arising from a significant atmospheric disturbance marked by high winds, with or without precipitation, including such events as hurricane, typhoon, monsoon, cyclone, rainstorm, tempest, hailstorm, tornado, or any combination of the foregoing events, including any resulting flood, tidal or wave action (collectively, â€œWindstormsâ€) and water damage to the extent that such Windstorms and water damage result in loss or damage in excess of [***]U.S. Dollars (U.S.$ [***]) (or such greater amount obtained in the Builderâ€™s Risk policy) in the cumulative aggregate with respect to the Work, the Phase 1 Facilities, Train 4, and Train 5 (the full amount of [***]U.S. Dollars (U.S.$ [***]) (or such greater amount obtained in the Builderâ€™s Risk policy) may be satisfied under either the Phase 1 EPC Agreements, this Agreement, or Train 5 EPC Agreement or a combination thereof) or (v) such physical loss or damage to Train 4, the Phase 1 Facilities, and Train 5 in the cumulative aggregate exceeds the sum insured obtained in the Builderâ€™s Risk policy for such physical loss or damage (the sum of insurance obtained may be reached under either the Phase 1 EPC Agreements, Train 5 EPC Agreement, or this Agreement, or combination thereof), and such Owner responsibility for risk of loss and such release is regardless of fault and regardless whether such loss or damage occurs as a result of the Work, Phase 1 Work, or Train 5 Work.B.Â Â Â Â Transfer of Risk of Loss After Substantial Completion. Upon the earlier termination of this Agreement or after Substantial Completion, Owner shall bear the risk of physical loss and damage to Train 4 (including all Equipment and Work incorporated into Train 4), and any other portion of the Work or Train 4 transferred to Owner prior to Substantial Completion in accordance with Section 11.8. In accordance with Section 17.1F, Contractor shall be liable to Owner for physical loss and damage to any portion of Train 4 after Train 4 achieves Substantial Completion to the extent such physical loss and damage arises out of or results from or is related to the negligence or fault of any Contractor Indemnified Party (in connection with the Work, Phase 1 Work, or Train 5 Work), any Subcontractors or Sub-subcontractors (in connection with the Work), or any subcontractor or sub-subcontractor (in connection with the Phase 1 Work or Train 5 Work), subject to a cap in liability of [***] U.S. Dollars (U.S.$ [***]) per occurrence, with a cumulative per occurrence of [***] U.S. Dollars (U.S.$ [***]) under the Phase 1 EPC Agreements, this Agreement, and Train 5 EPC Agreement. Under no circumstances shall this Section 8.2B be interpreted to relieve Contractor of its obligations with respect to Warranties, Defective Work and Corrective Work.C.Â Â Â Â With respect to any physical loss or physical damage to Train 4 (including Equipment or Work incorporated into Train 4) caused by (a) Force Majeure or any of the events listed in Section 8.2A(i) through 8.2A(v); (b) any member of Owner Indemnified Parties or any other Person for whom Owner is responsible, or (c) any Third Party over whom neither Contractor nor Owner are responsible and such Third Party is beyond the reasonable control of Contractor and such loss or damage was not due to Contractorâ€™s fault or negligence and could not have been prevented or avoided by Contractor through the exercise of due diligence, Contractor shall be entitled to a Change Order adjusting the Key Dates if and to the extent permitted under (y) Section 6.7 if caused by Force Majeure or any of the events listed in Section 8.2A(i) through 8.2A(v), and (z) Section 6.8 if caused by any member of Owner Indemnified Parties or any other person for whom Owner is responsible or a Third Party pursuant to Section 8.2C(c) above. In the event that any physical loss or damage to Train 4 (or any Equipment or Work incorporated or to be incorporated in Train 4) arises from one or more of the events set forth in 8.2A(i) through 8.2A(v), and Owner elects to rebuild such physical loss or damage, Contractor shall be entitled to a Change Order to adjust the Contract Price to the extent such event adversely affects Contractorâ€™s costs of performance of the Work, provided that Contractor complies with the requirements in Section 6.5 and the mitigation requirements in Section 6.10.D.Â Â Â Â With the exception of the cumulative caps on liability, indemnities and releases of liability, for the avoidance of doubt, this Section 8.2 shall apply to any loss or damage to the Work caused by, arising out of or resulting from, any activities, events or omissions occurring in connection with this Agreement, the Phase 1 Work, and the Train 5 Work. Similarly, with the exception of the cumulative caps on liability, indemnities and releases of liability, for the avoidance of doubt, (i) the risk of loss and damage to the Phase 1 Facilities shall be determined in accordance with Section 8.2 of the Phase 1 EPC Agreements, notwithstanding that such loss or damage to the Phase 1 Facilities was caused by, arose out of or resulted from activities or events occurring during the performance of this Agreement, and (ii) the risk of loss and damage to Train 5 shall be determined in accordance with Section 8.2 of the Train 5 EPC Agreement, notwithstanding that such loss or damage to Train 5 was caused by, arose out of or resulted from activities or events occurring during the performance of this Agreement.ARTICLE 9INSURANCE AND LETTER OF CREDIT9.1Â Â Â Â Insurance.A.Â Â Â Â Provision of Insurance. The Parties shall provide the insurance as specified in Attachment O on terms and conditions stated therein.B.Â Â Â Â No Cancellation. All policies providing coverage hereunder shall contain a provision that at least [***] ([***]) Daysâ€™ prior notice shall be given to the non-procuring Parties and additional insureds prior to cancellation, non-renewal or material change in the coverage.C.Â Â Â Â Additional Insurance. Upon Ownerâ€™s request, and at Ownerâ€™s sole option, Contractor shall increase its insurance required under this Agreement (as long as such insurance coverage is available in the commercial insurance market); provided however, that the payment of any incremental increase in the cost of such insurance shall be reimbursed by Owner at cost via Change Order.D.Â Â Â Â Obligations Not Relieved. Anything in this Agreement to the contrary notwithstanding, the occurrence of any of the following shall in no way relieve Contractor from any of its obligations under this Agreement: (i) failure by Contractor to secure or maintain the insurance coverage required hereunder; (ii) failure by Contractor to comply fully with any of the insurance provisions of this Agreement; (iii) failure by Contractor to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement; (iv) the insolvency, bankruptcy or failure of any insurance company providing insurance to Contractor; (v) failure of any insurance company to pay any claim accruing under its policy; or (vi) losses by Contractor or any of its Subcontractors or Sub-subcontractors not covered by insurance policies.E.Â Â Â Â Failure to Provide Required Insurance. In the event that liability for any loss or damage is denied by the underwriter or underwriters in whole or in part due to the breach of Contractorâ€™s insurance by Contractor, or if Contractor fails to maintain any of the Contractorâ€™s insurance herein required, then Contractor shall defend, indemnify and hold the Owner Indemnified Parties harmless against all losses which would otherwise have been covered by said insurance.F.Â Â Â Â Unavailable Insurance. If any insurance (including the limits or deductibles thereof) hereby required to be maintained, other than insurance required by Applicable Law to be maintained, shall not be reasonably available in the commercial insurance market, Owner and Contractor shall not unreasonably withhold their agreement to waive such requirement to the extent that maintenance thereof is not so available; provided, however, that the Party shall first request any such waiver in writing from the other Party, which request shall be accompanied by written reports prepared by two (2) independent advisors, including insurance brokers, of recognized international standing certifying that such insurance is not reasonably available in the commercial insurance market (and, in any case where the required amount is not so available, explaining in detail the basis for such conclusions), such insurance advisers and the form and substance of such reports to be reasonably acceptable to the other Party; provided further that such waiver is permitted pursuant to any agreements between Owner and its Lenders; and provided further that with respect to the sum insured for the Builderâ€™s Risk policy or the deductible for Windstorms and water damage for the Builderâ€™s Risk policy, the agreement by the Parties to the waiver shall not be required if the Parties cannot agree on the amount that is reasonably available in the commercial insurance market, in which case the amount reasonably available in the commercial insurance market for the Builderâ€™s Risk policy, as determined prior to NTP shall be equal to the amount that is indicated in writing by Contractorâ€™s broker Willis Towers Watson (â€œWTWâ€), after review and discussion with Owner, as the sum insured under Contractorâ€™s Builderâ€™s Risk policy or the deductible for Windstorms and water damage for the Builderâ€™s Risk policy. If Owner does not agree with the value provided by WTW, then Owner may provide Contractor with a report from an insurance broker of recognized international standing (â€œOwnerâ€™s Brokerâ€) setting forth a higher sum insured or such lower deductible for Windstorms and water damage (provided such lower deductible is part of a higher sum insured) that is available in the commercial insurance market under a Builderâ€™s Risk policy that is on substantially similar terms and conditions as Contractorâ€™s proposed Builderâ€™s Risk policy provided, however, Contractor is not subject to any additional risk under such substantially similar terms. If the higher sum insured or lower deductible for Windstorms and water damage available through Ownerâ€™s Broker is on such substantially similar terms and conditions as the Builderâ€™s Risk policy proposed by Contractor through WTW, then the amount that is reasonably available in the commercial insurance market shall be the sum insured or the deductible for Windstorms and water damage provided by Ownerâ€™s Broker; provided the Owner reimburses Contractor, as part of the Insurance Provisional Sum, of the additional costs of such increased limits or lower deductible. With the exception of the Builderâ€™s Risk policy for which any such waiver is final, any such waiver shall be effective only so long as such insurance shall not be available and commercially feasible in the commercial insurance market.9.2Â Â Â Â Irrevocable Standby Letter of Credit.A.Â Â Â Â As a condition precedent to Contractorâ€™s right to receive any payments under this Agreement (except payments expressly permitted pursuant to an LNTP), Contractor shall deliver to Owner an irrevocable standby letter of credit, naming Owner as beneficiary, in the amount of [***] percent ([***]%) of the Contract Price (as adjusted by Change Order) and in the form of Attachment R, and issued and confirmed by a commercial bank in the United States of America reasonably acceptable to Owner with a long-term rating of at least Investment Grade (â€œLetter of Creditâ€). Upon Ownerâ€™s written request, Contractor shall increase the dollar value of the Letter of Credit issued to Owner in proportion to any increases to the Contract Price pursuant to a Change Order, or the aggregate of multiple Change Orders, that equal or exceed [***] U.S. Dollars (U.S.$ [***]); provided that if Owner so requests an adjustment to the value of the Letter of Credit, Contractor shall be entitled to a Change Order for the cost of the increase in the Letter of Credit. If at any time the rating of the U.S. commercial bank that issued the Letter of Credit falls below Investment Grade, Contractor shall replace the Letter of Credit within [***] ([***]) Days with a letter of credit or, if permitted by Owner in its sole discretion, an equivalent instrument, issued by a commercial bank in the United States of America reasonably acceptable to Owner meeting such rating requirements. Owner shall have the right to draw down on or collect against such Letter of Credit upon Ownerâ€™s demand in the event of the following: (a) a Default by Contractor or the owing by Contractor to Owner under this Agreement for

Liquidated Damages or any other liabilities, damages, costs, losses or expenses arising out of or relating to a breach of any obligation under this Agreement by Contractor, such Default or otherwise and (b) Owner has provided [***] ([***]) Business Daysâ€™ written notice to Contractor stating Ownerâ€™s intent to draw against the Letter of Credit and the amount to be drawn and specifying the reason for the draw on the Letter of Credit. The amount drawn on the Letter of Credit shall not be greater than the amount that Owner, at the time of the drawing, reasonably estimates is owed it under this Agreement for Liquidated Damages, liabilities, damages, costs, losses or expenses or is necessary to remedy the Default or breach of this Agreement. In addition to the foregoing draw rights, (i) Owner shall also have the right to draw down on or collect against the Letter of Credit for all remaining funds in the Letter of Credit upon Ownerâ€™s demand if Contractor has not, prior to [***] ([***]) Days before the then current expiration date, delivered to Owner a replacement letter of credit substantially identical to the Letter of Credit and from a U.S. commercial bank meeting the requirements in this Section 9.2 and extending the expiration date for the shorter of (a) a period of one (1) year, or (b) the expiration of such Defect Correction Period, and (ii) Owner shall also have the right to draw down on or collect against the Letter of Credit for all remaining funds available under such Letter of Credit upon Ownerâ€™s demand if the issuing bank is no longer Investment Grade and Contractor has not, within the applicable time period set forth in this Section 9.2, delivered to Owner a replacement letter of credit substantially identical to the Letter of Credit from a U.S. commercial bank meeting the requirements set forth in this Section 9.2. Except for sums due and owing for LNTP Work (if any), Contractor shall not be entitled to any compensation under this Agreement unless and until Contractor provides the Letter of Credit to Owner in accordance with this Section 9.2.1.Â Â Â Â Contractor may fulfill the requirements set forth in this Section 9.2 through multiple, co-existent Letters of Credit issued to Owner with no more than a total of two (2) Letters of Credit being provided under this Section 9.2; provided that each Letter of Credit shall meet the requirements of Section 9.2 and the amounts of such Letters of Credit shall, in the aggregate, equal an amount equal to [***] percent ([***]%) of the Contract Price (as may be increased or decreased pursuant to Section 9.2). Owner may in accordance with Section 9.2 draw down or collect on any one of the Letters of Credit, or all of the Letter of Credits, or any combination thereof, in any amounts Owner determines with respect to each Letter of Credit in order to collect all the amounts permitted under Section 9.2, which such allocation and collection on any one or more of the Letters of Credit shall be determined in Ownerâ€™s sole discretion. Any reference to â€œLetter of Creditâ€ in this Agreement shall mean any one, any combination, or all of the Letters of Credit provided under this Agreement pursuant to this Section 9.2A.1, at Ownerâ€™s sole discretion.B.Â Â Â Â Â The amount of the Letter of Credit shall decrease to an aggregate amount equal to:1.Â Â Â Â Â [***] percent ([***]%) of the Contract Price upon the commercial bankâ€™s receipt from Owner of a written notice that (i) Substantial Completion has occurred (including Contractorâ€™s payment of all Delay Liquidated Damages due and owing under this Agreement), and (ii) Contractor has achieved the Performance Guarantees or paid all Performance Liquidated Damages due and owing under this Agreement (including any potential Performance Liquidated Damage exposure based upon the results of the Performance Tests conduction prior to Substantial Completion);2.Â Â Â Â Â Provided that the conditions of clauses (i) and (ii) of Section 9.2B.1 have occurred, [***] percent ([***]%) of the Contract Price upon the commercialâ€™s bank receipt from Owner of written notice of the expiration of the period specified in clause (i) of the definition of â€œDefect Correction Period,â€ except that the Letter of Credit shall remain in effect in an aggregate amount equal to the reasonable value of any claims that Owner has against Contractor arising out of this Agreement and which remain unresolved at the expiration of the period specified in clause (i) of the definition of â€œDefect Correction Period.â€ Upon the resolution of such claims, the Letter of Credit shall be decreased to an aggregate amount equal to zero percent (0%).C.Â Â Â Â Â The Letter of Credit shall remain in full force and effect from the issuance of the Letter of Credit through the expiration of the period specified in clause (i) of the definition of â€œDefect Correction Periodâ€ (i.e., the [***] ([***]) month period following Substantial Completion) in accordance with Section 9.2B.2. Partial drawings are permitted under the Letter of Credit. No later than [***] ([***]) Days after the satisfaction of the conditions listed in Sections 9.2B.1 or 9.2B.2 above, Owner shall provide the commercial bank that issued the Letter of Credit with the written notice as specified in that particular section. No later than [***] ([***]) Days after expiration of the Defect Correction Period, Owner shall provide the commercial bank that issued Letter of Credit with written notice of the expiration of such period.D.Â Â Â Â Â Owner shall copy Contractor on the notices provided to the commercial bank described in Sections 9.2B and 9.2C.ARTICLE 10 OWNERSHIP OF DOCUMENTATION10.1Â Â Â Â Â Ownership of Work Product. Owner and Contractor acknowledge that during the course of, and as a result of, the performance of the Work and prior work related to the Train 4 Facility done by Contractor for Owner (including any work done by Contractor or any of its Affiliates under the FEED Agreement or any other agreements between the Parties related to the Project), Contractor or its Affiliates, Subcontractors or Sub-subcontractors will create or have created for the Project and will deliver to Owner certain written materials, plans, Drawings, Specifications, or other tangible manifestations of Contractorâ€™s performance of the Work (hereinafter individually or collectively referred to as â€œWork Productâ€). Subject to Section 10.2, and to the use restrictions in the licenses described in Sections 10.7A-C, Work Product prepared by Contractor, its Affiliates, Subcontractors or Sub-subcontractors shall be â€œworks made for hire,â€ and all rights, title and interest to the Work Product, including any and all copyrights in the Work Product, shall be owned by Owner irrespective of any copyright notices or confidentiality legends to the contrary which may have been placed in or on such Work Product by Contractor, its Affiliates, Subcontractors, Sub-subcontractors or any other Person. Contractor, its Subcontractors and its Sub-subcontractors waive in whole all moral rights which may be associated with such Work Product. If, for any reason, any part of or all of the Work Product is not considered a work made for hire for Owner or if ownership of all right, title and interest in the Work Product shall not otherwise vest in Owner, then Contractor agrees, subject to Section 10.2, that such ownership and copyrights in the Work Product, whether or not such Work Product is fully or partially complete, shall be automatically assigned from Contractor to Owner without further consideration, and Owner shall thereafter own all right, title and interest in the Work Product, including all copyright interests. IF OWNER USES ANY WORK PRODUCT FOR PURPOSES OTHER THAN THOSE RELATING TO THE TRAIN 4 FACILITY, AND CONTRACTOR IS NOT INVOLVED IN THE ENGINEERING, PROCUREMENT, OR CONSTRUCTION OF SUCH OTHER PROJECT, OWNER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR INDEMNIFIED PARTIES WITH RESPECT TO ANY CLAIMS, DAMAGES, LOSSES, LIABILITIES, OR OTHER CAUSES OF ACTION ARISING FROM SUCH USE, REGARDLESS OF THE CAUSE SUCH CLAIMS, DAMAGES, LOSSES, LIABILITIES, OR OTHER CAUSES OF ACTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE OF ANY CONTRACTOR INDEMNIFIED PARTIES. LIKEWISE, IF THIS AGREEMENT IS TERMINATED, AND OWNER THEREAFTER MODIFIES THE WORK PRODUCT WITHOUT THE INVOLVEMENT OF CONTRACTOR, AND SUCH MODIFIED WORK PRODUCT IS USED TO ENGINEER OR CONSTRUCT THE TRAIN 4 FACILITY, AND SUCH MODIFICATIONS TO THE WORK PRODUCT INFRINGES UPON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OWNER shall indemnify, defend and hold harmless Contractor Indemnified Parties with respect to any claims, damages, losses, liabilities or other causes of action brought by such Third Party arising from such modification.10.2Â Â Â Â Contractorâ€™s Intellectual Property and Third Party Intellectual Property. As between Owner and Contractor, Contractor and its Affiliates shall retain ownership of (i) all proprietary intellectual property rights owned by Contractor or its Affiliates prior to the Effective Date; (ii) any improvements to the intellectual property developed by Contractor or its Affiliates as part of this Agreement, including proprietary software, proprietary program settings or other proprietary engineering tools used, modified or adapted for performance of the Work; and (iii) all proprietary intellectual property rights developed by Contractor or its Affiliates outside this Agreement, the FEED Agreement or any other agreements between the Parties or their Affiliates related to the Phase 1 Facilities or the Project (hereinafter referred to as â€œContractorâ€™s Intellectual Propertyâ€), regardless of whether such Contractorâ€™s Intellectual Property is included in the Work Product, and nothing in this Agreement shall result in a transfer of ownership of any Contractorâ€™s Intellectual Property or the proprietary intellectual property owned and developed by Subcontractors or Sub-subcontractors (â€œThird Party Intellectual Propertyâ€). With respect to such Contractorâ€™s Intellectual Property and Third Party Intellectual Property relating to the Train 4 Facility (but subject to Section 10.5 and to the use restrictions in the licenses described in Sections 10.7A-C), Contractor grants to Owner (when the Work Product is conveyed or assigned pursuant to Section 10.1) an irrevocable, perpetual, non-exclusive and royalty-free license (including with right to assign such license) to use, modify and copy such Contractorâ€™s Intellectual Property and Third Party Intellectual Property for any purpose relating to (a) the Train 4 Facility (including any expansions thereto), (b) the Expanded Facility, or (c) any other related facility, project or program that the Owner, including its Affiliates, joint ventures, partners and assigns, may choose to develop, expand, design, procure or construct, provided that with respect to (c), such license shall only apply to Authorized Documents. Subject to Sections 10.6 and 10.7, all Subcontracts and Sub- subcontracts shall contain provisions consistent with Section 10.1 and Section 10.2. Contractor warrants that it is entitled to grant licenses under any Contractorâ€™s Intellectual Property and Third Party Intellectual Property (but subject to Section 10.6 below regarding APCI, and subject to Sections 10.7A, 10.7B and 10.7C regarding the APCI License, BASF License and [***] License, respectively) necessary for Owner to exploit and have exploited its full and unrestricted rights regarding the use of the Work Product for any purpose relating to (a) the Train 4 Facility (including any expansions thereto), (b) the Expanded Facility or (c) [***], facility or program that the Owner, including its Affiliates, joint ventures, partners and assigns, may choose to develop or construct, provided that with respect to (c), such license shall only apply to Authorized Documents. If Owner or any of its Affiliates, joint ventures, partners and assigns uses Contractorâ€™s Intellectual Property or Third Party Intellectual Property on any project, facility or program that does not involve Contractor or any of its Affiliates, Owner shall indemnify Contractor from any claims brought against Contractor relating to Contractorâ€™s Intellectual Property or Third Party Intellectual Property.10.3Â Â Â Â Limitations on Use of Work Product. The Work Product, including all copies thereof, shall not be used by Contractor or its Subcontractors, Sub-subcontractors or any other Persons on any other project for a Person without first removing all information provided in Section 10.4, all Ownerâ€™s Confidential Information in Section 19.1 and any other information identifying Owner, the Project, the Train 4 Facility or the Site. Pursuant to the requirements of this Section 10.3, Owner grants Contractor an irrevocable, perpetual and royalty-free license to use, modify and copy the Work Product for any other project, except for any of the following which may be in such Work Product: (i) any proprietary intellectual property rights owned by Owner or any Affiliate of Owner; or (ii) any proprietary intellectual property rights in which Owner or an Affiliate of Owner has a license. As a condition of using on another project any Work Product that Contractor has a license under this Section 10.3, Contractor shall remove from the Work Product any reference to the Project or Owner. The foregoing license and rights to use any Work Product granted to Contractor shall be subject to any limitations imposed on Contractor by third parties which have any ownership interest in such Work Product or any proprietary intellectual property embedded therein.10.4Â Â Â Â Owner Provided Documents. Owner represents that it owns or has a license to the information, data and documentation referenced within Attachment M of the ITB Agreement, and that Contractor had and continues to have the right to use such information as the basis of the design of the Train 4 Facility. All written materials, plans, drafts, specifications, computer files or other documents (if any) prepared or furnished to Contractor by Owner, the Owner Indemnified Parties or any of Ownerâ€™s other consultants, suppliers or contractors shall at all times remain the property of Owner, and Contractor shall not make use of any such documents or other media for any other project or for any other purpose other than to perform the Work and fulfill its obligations under this Agreement. All such documents and other media, including all copies thereof, shall be returned to Owner upon Final Completion or the earlier termination of this Agreement, except that Contractor and its Subcontractors may, subject to their respective confidentiality obligations as set forth in Article 19, retain one (1) record set of such documents or other media as required by Section 3.13A. Notwithstanding anything to the contrary in this Agreement, Contractorâ€™s and its Subcontractorsâ€™ computer systems may automatically make and retain back-up copies of emails containing written materials, plans, drafts, specifications, computer files or other documents (if any) prepared or furnished by any member of the Owner Indemnified Parties or any of the Owner Indemnified Partiesâ€™ other consultants, suppliers or contractors and Contractor and any such Subcontractors may retain such copies in its archival or back-up computer storage for the period that Contractor and any such Subcontractors normally archive backed-up computer records, provided that Contractor and any such Subcontractors shall not access or use such archival or back- up copies for any purpose without the knowledge and approval of its respective legal counsel, and other than for compliance with any legal, regulatory or information audit purposes after the earlier of the completion of the Work or the termination of this Agreement; provided, further, that such copies are subject to the confidentiality obligations set forth in Article 19 until destroyed. Owner hereby grants to Contractor, its Affiliates and Subcontractors a non-exclusive, royalty-free, irrevocable, non-transferable license to use and modify Pre-Existing Owner Proprietary Work Product (and all intellectual property existing or referenced therein) to the extent required to perform Contractorâ€™s obligations under this Agreement. For the purposes of this Agreement, â€œPre- Existing Owner Proprietary Work Productâ€ means intellectual property and written materials, plans, drafts, specifications, or computer files or other documents, owned by Owner or its Affiliates prior to the Effective Date or developed or acquired by Owner or its Affiliates independently of this Agreement.10.5Â Â Â Â License to Use Liquefaction Technology. Contractor represents that the rights granted in this Article 10 are sufficient for the engineering, procurement, construction, commissioning, pre-commissioning, start-up, testing, operation, maintenance and repair of the Train 4 Facility, including for natural gas pre-treatment, condensate production and the liquefaction of natural gas into LNG, practicing such technology in the Train 4 Facility, and transporting, making, selling, offering to sell, exporting, importing or offering to import throughout the world, condensate and LNG produced at the Train 4 Facility.10.6Â Â Â Â APCI Third Party Intellectual Property. Notwithstanding anything to the contrary, but subject to the APCI License described in Section 10.7A, (i) title to drawings, specifications and other data prepared by APCI, or containing the Third Party Intellectual Property of APCI, shall remain vested in APCI; and (ii) Ownerâ€™s disclosure of any APCI confidential information shall be subject to, and governed by, Ownerâ€™s separate non-disclosure agreement with APCI.10.7Â Â Â Â License to Use Liquefaction Technology.A.Â Â Â Â APCI License. Contractor shall, prior to and as a condition precedent to achievement of Substantial Completion, obtain and grant to Owner a non-exclusive, paid- up, irrevocable license and transferable right to (i) use, operate, maintain repair, and modify all Equipment furnished by APCI; (ii) practice the APCI natural gas liquefaction process in respect of such Equipment incorporated into the Train 4 Facility; and (iii) make, use and sell products obtained by such use, operation or practice of the Equipment furnished by APCI to any country in the world (the â€œAPCI Licenseâ€). The Parties shall mutually agree to, and Contractor shall cause APCI to agree to, a form of assignment of the APCI License prior to NTP.B.Â Â Â Â BASF License. With respect to the BASF gas processing technologies (including BASF OASE technology and products) that Contractor is providing as part of the Work, Contractor shall, no later than [***] ([***]) Days after NTP, and in any event, prior to and as a condition precedent to achievement of Substantial Completion, obtain and grant to Owner an irrevocable, perpetual, non-exclusive and royalty-free sublicense (including with right to assign such license other than to a competitor to BASF) to use, modify and copy BASF gas processing technologies for any purposes related to the Train 4 Facility (the â€œBASF Licenseâ€). For purposes of this Section 10.7B, â€œcompetitor of BASFâ€ means any third party who â€“ either itself, or whose Affiliate â€“ develops, owns and/or markets to any other third parties a process for the removal of acid gases from gaseous streams by absorption in a liquid absorbent. The Parties shall mutually agree to, and Contractor shall cause BASF to agree to, a form of sublicense of the BASF License prior to NTP.C.Â Â Â Â [***].ARTICLE 11COMPLETION AND PERFORMANCE LIQUIDATED DAMAGES11.1Â Â Â Â Notice and Requirements for RFFGI and RFSU.A.Â Â Â Â Notice and Requirements for RFFGI. No later than [***] ([***]) Months prior to the Guaranteed Substantial Completion Date, Contractor shall provide to Owner for its review and comment detailed RFFGI requirements, in the form of checklists, for Train 4. Once Contractor has incorporated all of Ownerâ€™s comments and/or proposed revisions to the RFFGI checklists, such RFFGI checklists shall form a part of the requirements for achieving RFFGI. Contractor shall comply with all requirements for RFFGI set forth in this Agreement, including those requirements set forth in the definition of the term RFFGI, Attachment A, Attachment M and the RFFGI checklists agreed by Owner and Contractor pursuant to this Section 11.1. Upon RFFGI of Train 4, Contractor shall certify to Owner in the form of Schedule L-1 (â€œRFFGI Certificateâ€) that all requirements under this Agreement for RFFGI have occurred, including all of the requirements specified in the applicable RFFGI checklist have been completed. The RFFGI Certificate shall be accompanied by all other supporting documentation as may be required under this Agreement to establish that the requirements for RFFGI have been met.B.Â Â Â Â Notice and Requirements of Ready for Start Up. No later than [***] ([***]) Months prior to the Guaranteed Substantial Completion Date, Contractor shall provide to Owner for its review and comment detailed RFSU requirements, in the form of checklists, for Train 4. Once Contractor has incorporated all of Ownerâ€™s comments and/or proposed revisions to such RFSU checklists, such RFSU checklists shall form a part of the requirements for achieving RFSU. Contractor shall comply with all requirements for RFSU set forth in this Agreement, including those requirements set forth in the definition of the term RFSU, Attachment A, Attachment M and the RFSU checklists agreed by Owner and Contractor pursuant to this Section 11.1B. Upon RFSU, Contractor shall certify to Owner in the form of Schedule L-3 (â€œRFSU Certificateâ€) that all requirements under this Agreement for RFSU have occurred, including all of the requirements specified in the RFSU checklist have been completed. The RFSU Certificate shall be accompanied by all other supporting documentation as may be required under this Agreement to establish that the requirements for RFSU have been met.11.2Â Â Â Â Ready to Load First Cargo and LNG Production Plan.A.Â Â Â Â Ready to Load First Cargo Requirements. Contractor shall comply with all requirements for RLFC for Train 4 set forth in this Agreement, including those set forth in Attachment A and Attachment M. To the extent not

specified in Attachment A and Attachment M, the Parties shall, no later than [***] ([***]) Days prior to the Guaranteed Substantial Completion Date for Train 4, mutually agree upon the requirements for achieving RLFC for Train 4. At such time as Train 4 has achieved RLFC, Contractor shall certify to Owner in the form of Schedule L-4 (â€œRLFC Certificateâ€) that all requirements under this Agreement for RLFC have occurred. The RLFC Certificate shall be accompanied by all other supporting documentation as may be required under this Agreement to establish that the requirements for RLFC have been met.B.Â Â Â Â LNG Production Plan. At least [***] ([***]) months prior to RLFC, Contractor shall prepare and provide Owner with Contractorâ€™s LNG production plan, prepared by Contractor using GECP, detailing Contractorâ€™s estimated production of LNG prior to Substantial Completion, including the dates and volumes of LNG to be produced and the dates in which it forecasts that such LNG would need to be removed from the LNG Storage Tank to allow for such LNG production. Such plan shall be in sufficient detail to allow for Owner to schedule for providing the means for the removal of LNG from the LNG Storage Tank, whether by LNG Tankers or otherwise. Contractor shall provide Owner with monthly written notices updating its LNG production plan until [***] ([***]) months prior to RLFC and then weekly thereafter, provided, however, such written notices shall not require Owner to reschedule any LNG Tankers. As between Owner and Contractor, Owner shall own all LNG produced by Train 4 and will be the party responsible for providing the means for removal of such LNG. Owner will provide sufficient LNG tank capacity for Contractor to perform the Performance Tests based on Contractorâ€™s LNG production plan.C.Â Â Â Â LNG Storage Tank Pump-Out Rate Performance Testing. Contractor shall utilize an LNG Tanker that arrives at the Train 4 Facility after RLFC to perform the LNG Storage Tank Pump-Out Rate Performance Test (as defined in Attachment S) in accordance with the requirements of this Agreement, including Attachment S. Contractor shall provide Owner with [***] ([***]) Days prior written notice of its intent to perform the LNG Storage Tank Pump-Out Rate Performance Test.11.3Â Â Â Â Notice and Requirements for Substantial Completion. Contractor shall comply with all requirements for Substantial Completion herein, including as set forth in the definition of the term Substantial Completion and in Attachments A, S and T. For the initial Performance Test, Contractor shall give Owner not less than [***] ([***]) Daysâ€™ prior notice of its intention to commence each initial Performance Test, and, on the [***] ([***]th) Day and [***] ([***]th) Day immediately prior to Contractorâ€™s intention to commence such testing activities, Contractor shall provide notice to Owner. For all Performance Tests other than the initial Performance Test, Contractor shall give the Owner not less than [***] ([***]) Daysâ€™ written notice of its intention to commence a Performance Test. To the extent not specified in Attachment S, the Parties shall, no later than [***] ([***]) Days prior to the Guaranteed Substantial Completion Date, agree upon final test procedures for the conduct of the Performance Tests applicable to Train 4 and the achievement of Substantial Completion. Except for the items listed in Attachment V, the natural gas feed pursuant to Section 4.6C, and operation personnel to be provided by Owner under Section 4.4, Contractor shall provide labor, equipment, supplies, and all other items necessary for the conduct of the Performance Tests. Contractor shall analyze the data obtained during all Performance Tests and ensure that such data reflects the performance standards required hereunder. A complete electronic native copy of all raw performance data and a detailed listing of all testing instrumentation utilized shall be provided to Owner at the completion of testing. Upon achieving all requirements under this Agreement for Substantial Completion, Contractor shall certify to Owner in the form of Schedule L-5 (â€œSubstantial Completion Certificateâ€) that all of the requirements under this Agreement for Substantial Completion have occurred and provide Owner with a Substantial Completion Certificate, a Performance Test report, and analysis to Owner for Train 4. Each Performance Test report shall include, at minimum: (i) the raw data, (ii) the procedures and instrumentation utilized for the applicable Performance Test, (iii) test calculations and information in Microsoft Excel format, and a full explanation concerning same, for adjustments to the Guarantee Conditions, as and to the extent specified in Attachment S, and (iv) any other supporting information used to demonstrate that the Work has met the Minimum Acceptance Criteria and other requirements of this Agreement. The Substantial Completion Certificate shall be accompanied by all other supporting documentation as may be required to establish that the requirements for Substantial Completion have been met.11.4Â Â Â Â Owner Acceptance of RFFGI, RFSU, RLFC, and Substantial Completion. Owner shall notify Contractor whether it accepts or rejects a RFFGI Certificate, RFSU Certificate, RLFC Certificate, or Substantial Completion Certificate, as the case may be, within [***] ([***]) Days following Ownerâ€™s receipt thereof. All Work shall continue during pendency of Ownerâ€™s review. Acceptance of such RFFGI Certificate, RFSU Certificate, RLFC Certificate, or Substantial Completion Certificate shall be evidenced by Ownerâ€™s signature on such RFFGI Certificate, RFSU Certificate, RLFC Certificate, or Substantial Completion Certificate, which shall be forwarded to Contractor with such notice. If Owner does not agree that RFFGI, RFSU, RLFC, or Substantial Completion has occurred (as the case may be), then Owner shall state the basis for its rejection in reasonable detail in a notice provided to Contractor. The Parties shall thereupon promptly and in good faith confer and make all reasonable efforts to resolve such issue. In the event such issue is not resolved within [***] ([***]) Business Days following the delivery by Owner of its notice, Owner and Contractor shall resolve the Dispute in accordance with the Dispute resolution procedures provided for under Article 18 herein. Ownerâ€™s acceptance shall not relieve Contractor of any of its obligations to perform the Work in accordance with the requirements of this Agreement. If Owner accepts Contractorâ€™s Substantial Completion Certificate, the calculation of Delay Liquidated Damages shall be based on the date Owner received such certificate; provided, however, for the avoidance of doubt, this sentence shall not be construed to mean that Substantial Completion occurs on the date Owner received such certificate, as Substantial Completion shall occur only on the date Owner accepts Substantial Completion.11.5Â Â Â Â Performance Guarantees and Minimum Acceptance Criteria. Contractor shall achieve all Minimum Acceptance Criteria and Performance Guarantees or pay Performance Liquidated Damages, as described in greater detail in this Section 11.5. The Performance Tests for determining whether Train 4 achieves the Minimum Acceptance Criteria and Performance Guarantees are described in Attachment S. Performance Tests and any repeat Performance Tests shall be performed as specified in Attachment S.A.Â Â Â Â Minimum Acceptance Criteria Achieved. In the event that Contractor fails to achieve any of the Performance Guarantees, as evidenced by the Performance Test results, but meets all of the Minimum Acceptance Criteria, then Contractor shall prepare a corrective work plan based on information then currently known that describes in reasonable detail the process Contractor intends to follow to achieve such Performance Guarantees and submit such plan to Owner for its review and approval, not to be unreasonably withheld. Within [***] ([***]) Days after Ownerâ€™s receipt of such plan and Contractorâ€™s achievement of, and notification to Owner and Ownerâ€™s acceptance of, all requirements for Substantial Completion (other than achievement of such Performance Guarantees), Contractor shall turn over Train 4 to Owner and take corrective actions to achieve such Performance Guarantees. Upon satisfaction of all of the requirements for Substantial Completion (other than achievement of such Performance Guarantees), Substantial Completion shall be achieved. And, for purposes of the application of Delay Liquidated Damages, Ownerâ€™s acceptance of Substantial Completion shall be deemed to have occurred on the date listed on the Substantial Completion Certificate; provided that all requirements under this Agreement for Substantial Completion were achieved on such date listed on the Substantial Completion Certificate (including achieving the Minimum Acceptance Criteria). Contractor shall only be responsible for the payment of applicable Delay Liquidated Damages owing up to the date of Substantial Completion. After Substantial Completion, Contractor shall perform corrective actions to achieve such Performance Guarantees. Owner shall give Contractor access to the Site sufficient to perform any corrective actions, but Contractor shall, at all times, perform such corrective actions so as not to interfere with the receipt of feed gas or loading of LNG into LNG Tankers or materially interfere with the production of LNG, unless otherwise agreed by Owner in its sole discretion, and Ownerâ€™s security and safety requirements. If Train 4 has not achieved all of the Performance Guarantees within [***] ([***]) Days after the Guaranteed Substantial Completion Date (as may be extended as specified below in this Section 11.5A, or as may be otherwise extended if the Parties agree in writing to so extend), then Contractor shall cease taking corrective actions to achieve the Performance Guarantees for Train 4, and in that event, Contractor shall pay to Owner in accordance with Section 13.2 the applicable Performance Liquidated Damages for such Performance Guarantees based on the results of the last Performance Test conducted by Contractor. The Performance Liquidated Damages shall be calculated in accordance with Attachment T. If Owner does not provide Contractor with access to the Site sufficient to perform such corrective actions in accordance with the corrective work plan agreed upon by the Parties within such [***] ([***]) Day period, such [***] ([***]) Day timeframe may, at Contractorâ€™s written request, be extended to the extent necessary for Contractor to perform such corrective actions in accordance with the corrective work plan agreed by the Parties. Contractorâ€™s liability under this Section 11.5A shall be in addition to any Delay Liquidated Damages owed under this Agreement.B.Â Â Â Â Minimum Acceptance Criteria Not Achieved. In the event that Train 4 fails to achieve any of the Minimum Acceptance Criteria, as evidenced by Performance Test results, by the Guaranteed Substantial Completion Date, as such date may be extended by Change Order as provided herein, then (i) Substantial Completion shall not occur and (ii) the provisions of Section 13.1 shall apply. In addition to the foregoing, Contractor shall prepare a corrective work plan to achieve such Minimum Acceptance Criteria and submit such plan to Owner for its review and comment. Contractor shall commence, on the date on which the Work for Train 4 or component thereof was shown, through the Performance Tests, to have failed to achieve one or more Minimum Acceptance Criteria for Train 4, to correct the Work to enable Train 4 to achieve all of the Minimum Acceptance Criteria and otherwise achieve Substantial Completion, and Contractor shall achieve all such Minimum Acceptance Criteria and otherwise achieve Substantial Completion no later than a period of [***] ([***]) months after the Guaranteed Substantial Completion Date (â€œMinimum Acceptance Criteria Correction Planâ€). If, on the one hand, Train 4 has not achieved all of the Minimum Acceptance Criteria and Substantial Completion, upon the termination of the Minimum Acceptance Criteria Correction Period, then Owner may, in its sole discretion, either (a) grant Contractor an additional [***] ([***]) month period to achieve all such Minimum Acceptance Criteria and otherwise achieve Substantial Completion (â€œAdditional Minimum Acceptance Criteria Periodâ€) under the same terms and conditions as the first, including the application of Section 13.1, or (b) claim Contractor in Default pursuant to Section 16.1. In the event that Owner claims such a Default at the end of either the Minimum Acceptance Criteria Correction Period or the optional Additional Minimum Acceptance Criteria Period, Owner shall be entitled to any and all damages, costs, losses and expenses to which Owner is entitled under Section 16.1D. If, on the other hand, Train 4 has achieved all of the Minimum Acceptance Criteria and Substantial Completion during the Minimum Acceptance Criteria Correction Period (or during the optional Additional Minimum Acceptance Criteria Period, should Owner elect that option), then Contractor shall be liable to Owner for all Liquidated Damages under Section 13.1.11.6Â Â Â Â Punchlist. Prior to RFFGI, RFSU, RLFC, and Substantial Completion, as applicable, Owner and Contractor shall inspect the Work related to Train 4, and Contractor shall prepare a proposed a list of Punchlist items identified as needing to be completed or corrected as a result of such inspection. Contractor shall promptly provide the proposed Punchlist to Owner for its review and approval, together with an estimate of the time and cost necessary to complete or correct each Punchlist item. Contractor shall add to the proposed Punchlist any items that are identified by Owner during its review, and Contractor shall immediately initiate measures to complete or correct, as appropriate, any Punchlist item on Contractorâ€™s proposed list or otherwise that Owner in the exercise of its reasonable judgment, believes must be completed or corrected for Train 4 to achieve Substantial Completion. Upon Contractorâ€™s completion or correction of any Punchlist item necessary to achieve RFFGI, RFSU, RLFC, and Substantial Completion, as applicable, and the Parties agreement on Contractorâ€™s proposed Punchlist, as modified by any Owner additions, such Punchlist shall govern Contractorâ€™s performance of the Punchlist up to RFSU, RLFC, Substantial Completion or Final Completion, as applicable; provided that the failure to include any items on the Punchlist shall not alter the responsibility of Contractor to complete all Work in accordance with the terms and provisions of this Agreement. After Substantial Completion, Owner shall provide reasonable access to those portions of the Site sufficient for Contractor to perform its Punchlist so long as such activities (a) do not interfere with the operation of (i) the Train 4 Facility, (ii) Train 1 or Train 2 after substantial completion of Train 1 or Train 2 (as applicable) under the Trains 1 and 2 EPC Agreement or (iii) Train 3 after substantial completion of Train 3 under the Train 3 EPC Agreement and (b) are subject to Ownerâ€™s permit to work system. The Punchlist shall be completed within [***] ([***]) Days after Substantial Completion, failing which, Owner may, in addition to any other rights that it may have under this Agreement, complete such Punchlist at the expense of Contractor. In the event Owner elects to complete such Punchlist, Contractor shall immediately pay Owner (directly, by offset, or by collection on the Letter of Credit, at Ownerâ€™s sole discretion) all costs and expenses incurred in performing such Punchlist.11.7Â Â Â Â Notice and Requirements for Final Completion. Final Completion shall be achieved when all requirements for Final Completion under this Agreement, including those set forth in the definition of Final Completion under Section 1.1, have been satisfied. Upon Final Completion, Contractor shall certify to Owner in the form of Schedule L-6 (â€œFinal Completion Certificateâ€) that all of the requirements under this Agreement for Final Completion have occurred. Owner shall notify Contractor whether it accepts or rejects the Final Completion Certificate within [***] ([***]) Days following Ownerâ€™s receipt thereof. Acceptance of such certificate shall be evidenced by Ownerâ€™s signature on such certificate, which shall be forwarded to Contractor with such notice. If Owner does not agree that Final Completion has occurred, then Owner shall state the basis for its rejection in reasonable detail in a notice provided to Contractor. The Parties shall thereupon promptly and in good faith confer and make all reasonable efforts to resolve such issue. In the event such issue is not resolved within [***] ([***]) Business Days following the delivery by Owner of its notice, Owner and Contractor shall resolve the Dispute in accordance with the Dispute resolution procedures provided for under Article 18; provided, however, if such deficiencies relate to the failure to complete the Punchlist, Owner may, in addition to any other rights that it may have under this Agreement, complete such Punchlist at the expense of Contractor in accordance with Section 11.6.11.8Â Â Â Â Partial Occupancy and Use. Prior to Contractor achieving Substantial Completion, Owner may, upon giving written notice to Contractor, occupy and use all or any portion of the buildings (excluding warehouses) identified in Attachment A for Train 4 (and with the Partiesâ€™ mutual agreement, any other portion of the Work related to Train 4) then capable of functioning safely, provided that such occupancy or use is authorized by the Governmental Instrumentality (to the extent such authorization is necessary) and Ownerâ€™s insurance company or companies providing property insurance and builderâ€™s risk coverage have consented to such partial occupancy or use (to the extent such consent is necessary) and Owner shall insure that portion of such buildings it takes occupancy and use upon taking such occupancy and use. Contractor shall assist Owner and take reasonable steps in obtaining consent of the insurance company or companies and applicable Governmental Instrumentalities. Immediately prior to such partial occupancy or use, Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work and all personnel and environmental safety aspects of the Work and Owner shall insure such building(s) immediately upon taking over such building(s). Such occupancy or use shall not in any way release Contractor or any surety of Contractor from any obligations or liabilities pursuant to this Agreement, including the obligation to engineer, procure and construct a fully operational natural gas liquefaction facility and export terminal within the required times set forth in the Key Dates and otherwise in accordance with all requirements of this Agreement, nor shall such occupancy or use be deemed to be an acceptance by Owner of such portion of the Work. For any portion of the Work that Owner occupies and uses pursuant to this Section 11.8, the Defect Correction Period for that portion of the Work shall commence upon Ownerâ€™s occupancy and use of such portion of the Work and the risk of loss for such portion of the Work shall transfer to Owner, notwithstanding Section 8.2; provided that, the risk of loss shall not transfer, and the Defect Correction Period shall not commence, for any Equipment housed but not operating within such portion of the Work (other than HVAC and lighting).11.9Â Â Â Â Advice and Assistance after Substantial Completion. After Substantial Completion and for a period of [***] ([***]) Days, Contractor shall, if requested by Owner, provide up to twenty (20) Contractor personnel who participated in the pre-commissioning, commissioning, start-up, operating and testing of Train 4 to provide advice and assistance to Owner in the operation of the Train 4 Facility under Ownerâ€™s direction and control. The names and positions of such personnel shall be provided to Owner for its approval, not be unreasonably withheld, within [***] ([***]) Days before the anticipated date to achieve Substantial Completion. Such personnel shall be paid on a cost-reimbursable basis in accordance with the rates specified in Schedule D-5 for a duration not to exceed [***] ([***]) Days, unless otherwise agreed to by the Parties in writing. Contractor shall not remove or replace such personnel, except as permitted under Section 2.2A. Owner may terminate the performance of such personnel at any time by providing two (2) weeksâ€™ written notice to Contractor thereof at no additional cost, except for the value of the work performed by such personnel prior to termination in accordance with Schedule D-5.11.10Â Â Â Â Long-Term Obligations. No acceptance by Owner of any or all of the Work or any other obligations of Contractor under this Agreement, including acceptance of any RFFGI, RFSU, RLFC, Substantial Completion, or Final Completion, nor any payment made hereunder, whether an interim or final payment, shall in any way release Contractor or any surety of Contractor from any obligations or liability pursuant to this Agreement, including Warranty obligations, any liabilities for which insurance is required or any other responsibility of Contractor, including the payment of any and all fines and penalties assessed to the extent caused by Contractorâ€™s failure to comply with any Applicable Law. It is expressly understood and agreed by the Parties that nothing in this Article 11 shall in any way modify or alter Contractorâ€™s obligations under Article 12 and Article 13 hereof.ARTICLE 12WARRANTY AND CORRECTION OF WORK12.1Â Â Â Â Warranty.A.Â Â Â Â General. The warranties set forth in this Article 12 (each a â€œWarrantyâ€ or collectively, the â€œWarrantiesâ€) are in addition to any of the Minimum Acceptance Criteria or Performance Guarantees set forth in this Agreement. Any Work, or component thereof, that is not in conformity with any Warranty is defective (â€œDefectiveâ€) and contains a defect (â€œDefectâ€).B.Â Â Â Â Warranty of Work. Contractor hereby warrants that the Train 4 Facility and the Work, including Equipment, and

each component thereof shall be:1.Â Â Â Â new, complete, and of suitable grade for the intended function and use in accordance with this Agreement;2.Â Â Â Â in accordance with all of the requirements of this Agreement, including in accordance with GECP, Applicable Law and Applicable Codes and Standards;3.Â Â Â Â free from encumbrances to title (provided that Owner has made payment to Contractor of all undisputed amounts owed to Contractor in accordance with the terms of this Agreement), as set forth in greater detail in Section 8.1;4.Â Â Â Â free from defects in design, material and workmanship, provided that tolerances or deviations in design, material and workmanship allowable by Applicable Law or Applicable Codes and Standards or GECP (where no such Applicable Law or Applicable Codes and Standards apply) shall not be considered a defect unless this Agreement sets forth stricter deviations or tolerances;5.Â Â Â Â capable of operating in accordance with all requirements of this Agreement, including Applicable Law and Applicable Codes and Standards; and6.Â Â Â Â unless agreed to by Owner, composed and made of only proven technology, of a type in commercial operation at the Effective Date.C.Â Â Â Â Assignment and Enforcement of Subcontractor Warranties. Contractor shall, without additional cost to Owner, use all commercially reasonable efforts to obtain warranties from Major Subcontractors and Major Sub-subcontractors that meet or exceed the requirements of this Agreement; provided, however, Contractor shall not in any way be relieved of its responsibilities and liability to Owner under this Agreement, regardless of whether such Major Subcontractor or Major Sub-subcontractor warranties meet the requirements of this Agreement, as Contractor shall be fully responsible and liable to Owner for its Warranty and Corrective Work obligations and liability under this Agreement for all Work. All such warranties shall be deemed to run to the benefit of Owner and Contractor. Such warranties, with duly executed instruments assigning the warranties to Owner, shall be delivered to Owner upon Substantial Completion. All warranties provided by any Subcontractor or Sub-subcontractor shall be deemed to run to the benefit of Owner and Contractor, except that Owner may only directly enforce such Subcontractor or Sub- subcontractor warranty directly against such Subcontractor or Sub-subcontractor after the expiration of the applicable Defect Correction Period; provided that such Subcontractor or Sub-subcontractor warranty extends beyond such Defect Correction Period. Contractor agrees that Contractorâ€™s Warranties, as provided under this Article 12 shall apply to all Work regardless of the provisions of any Subcontractor or Sub-subcontractor warranty, and such Subcontractor or Sub-subcontractor warranties shall not be a limitation of such Contractor Warranties. This Section 12.1C shall not in any way be construed to limit Contractorâ€™s liability under this Agreement for the entire Work or its obligation to enforce Subcontractor warranties.D.Â Â Â Â Exceptions to Warranty. The Warranty excludes remedy, and Contractor shall have no liability to Owner, for damage or Defect occurring after Substantial Completion to the extent caused by: (i) improper repairs or alterations, misuse, neglect or accident by Owner or any Third Party; (ii) operation, maintenance or use of Work or any component thereof in a manner not in compliance with a material requirement of operations and maintenance manuals delivered by Contractor to Owner; or (iii) normal wear, tear and corrosion.12.2Â Â Â Â Correction of Work Prior to Substantial Completion.A.Â Â Â Â General Rights. All Work shall be subject to inspection by Owner, Lender, Independent Engineer, and either of their representatives at all times to determine whether the Work conforms to the requirements of this Agreement as specified herein, provided that Owner shall conduct its inspections during regular business hours and provide Contractor with reasonably prior written notice of such inspections (except that these limitations on notice and regular business hours to not apply to inspections at the Site, laydown areas in the vicinity of the Site, or any location at which Work is performed which is controlled by Contractor, and such inspections may occur at any time without restriction), provided further that this requirement for notice shall in no way limit Ownerâ€™s rights under Section 3.3. Contractor shall furnish Owner, Lender, Independent Engineer, and either of their representatives with access to all locations where Work is in progress on the Site, laydown areas in the vicinity of the Site, or any location where Work is performed which is controlled by Contractor and, upon reasonable advance notice, other Contractor and Major Subcontractor and Sub-subcontractor locations where Work is performed. If prior to Substantial Completion, in the judgment of Owner, any Work is Defective, then Contractor shall, at its own cost and expense, promptly and on an expedited basis correct such Defective Work and any other portions of the Train 4 Facility damaged or affected by such Defective Work, whether by repair, replacement or otherwise upon written notice from Owner. Subject to Contractorâ€™s right to pursue a Dispute under Article 18, the decision of Owner as to whether the Work is conforming or Defective shall be followed by Contractor, and Contractor shall comply with the instructions of Owner in all such matters while pursuing any such Dispute. Owner shall not direct how, or the timing of when, Contractor will perform such repair or replacement Work, and Contractor shall have the right to consider efficiency and cost concerns in scheduling such repair or replacement Work in preparing its plan for carrying out such repair or replacement Work, as long as its repair or replacement is performed and completed prior to Substantial Completion, provided that if (i) such Defective Work (a) relates to safety, (b) relates to Ownerâ€™s other contractorsâ€™ tie-ins to the Train 4 Facility or the Phase 1 Facilities or structural integrity, or (c) impacts operation of Train 4, Train 1, Train 2 or Train 3 or (ii) there will be additional Work coupled (physically, mechanically, electrically, operationally or otherwise) to the Defective Work, Contractor shall repair or replace such Defective Work within a reasonable time, provided further that if the Defective Work materially affects the operation or use of Train 4 after it has achieved Substantial Completion, Train 1 or Train 2 after each Train has achieved substantial completion under the Trains 1 and 2 EPC Agreement, Train 3 after it has achieved substantial completion under the Train 3 EPC Agreement or presents an imminent threat to the safety or health of any Person, then Contractor shall commence to repair or replace the Defective Work within twenty-four (24) hours after receipt of notice of such Defective Work, and thereafter continue to proceed diligently to complete the same. If it is later determined that the Work was not Defective, then Owner shall reimburse Contractor for all costs incurred in connection with such repair or replacement (including markups for Contractorâ€™s profits and overhead) and a Change Order shall be issued for such amount (including costs incurred in disassembling, making safe and reassembling such Work) and shall address any impact the repair or replacement may have had on the Key Dates. If Contractor fails to commence to repair (which such commencement may include detailed planning activities) or replace any Defective Work as required above, then Owner may (after providing [***] ([***]) Daysâ€™ prior written notice to Contractor, but such notice is not required if the Defective Work materially affects the operation or use of Train 4 after it has achieved Substantial Completion, Train 1 or Train 2 after each Train has achieved substantial completion under the Trains 1 and 2 EPC Agreement, Train 3 after it has achieved substantial completion under the Train 3 EPC Agreement or presents an imminent threat to the safety or health of any Person) repair or replace such Defective Work and the reasonable expense thereof shall be paid by Contractor.B.Â Â Â Â Witness Points. Contractor shall submit to Owner for its approval a proposed list of witness points for each item of the Work as part of inspection and test plans to be submitted per Attachment Y. Contractor shall modify such list of witness points based on any additional or different witness points Owner desires. After Ownerâ€™s approval of the witness points, Contractor shall provide Owner with at [***] ([***]) Daysâ€™ prior notice of the actual scheduled date of each of the tests relating to such witness points at the Site and [***] ([***]) Daysâ€™ prior notice of the actual scheduled date of each of the tests relating to such witness points. Notwithstanding such right to witness tests, Owner, Lender, and Independent Engineer shall not interrupt or interfere with any test or require changes while witnessing such tests (unless such interruption relates to safety). Contractor shall cooperate with Owner, Lender and Independent Engineer if Owner, Lender or Independent Engineer elects to witness any additional tests, and Contractor acknowledges that Owner, Lender and Independent Engineer shall have the right to witness all tests being performed in connection with the Work. Ownerâ€™s, Lenderâ€™s and Independent Engineerâ€™s right of inspection as set forth herein applies only to its witnessing of witness points for Work and shall not be construed to imply a limitation on Ownerâ€™s, Lenderâ€™s or Independent Engineerâ€™s right to inspect any portion on the Work (including Equipment) at any time in its sole discretion and in accordance with this Agreement.C.Â Â Â Â No Obligation to Inspect. Ownerâ€™s, Lenderâ€™s, and Independent Engineerâ€™s right to conduct inspections under Sections 12.2A and 12.2B shall not obligate Owner, Lender or Independent Engineer to do so. Neither the exercise of Owner, Lender or Independent Engineer of any such right, nor any failure on the part of Owner, Lender, or Independent Engineer to discover or reject Defective Work shall be construed to imply an acceptance of such Defective Work or a waiver of such Defect.D.Â Â Â Â Cost of Disassembling. The cost of disassembling, dismantling or making safe finished Work for the purpose of inspection, and reassembling such portions (and any delay associated therewith) shall be borne by Owner if such Work is found to conform with the requirements of this Agreement and by Contractor if such Work is found to be Defective.12.3Â Â Â Â Correction of Work After Substantial Completion.A.Â Â Â Â Corrective Work. If, during the Defect Correction Period, any Work for Train 4 is found to be Defective and Contractor is aware of such Defect or Owner provides written notice to Contractor within such Defect Correction Period regarding such Defect, Contractor shall, at its sole cost and expense, promptly and on an expedited basis (i) correct such Defective Work, whether by repair, replacement or otherwise, including any and all obligations in connection with such repair, replacement or otherwise, such as in and out costs and open and close costs, storage costs, labor, testing, Taxes, expediting costs, Texas Sales and Use Tax, transportation costs and any other costs necessary to fully correct the Work and (ii) any other physical loss or damage to any portions of the Train 4 Facility damaged or affected by such Defective Work (â€œCorrective Workâ€), provided, however, with respect to item (ii), Contractorâ€™s liability shall be limited to [***] U.S. Dollars (U.S.$ [***]) per occurrence in accordance with Section 17.1F, with a cumulative per occurrence of [***] U.S. Dollars (U.S. $[***]) under the Phase 1 EPC Agreements, this Agreement, and the Train 5 EPC Agreement. Any such notice from Owner shall state with reasonable specificity the date of occurrence or observation of the Defect and the reasons supporting Ownerâ€™s belief that Contractor is responsible for performing Corrective Work. After Substantial Completion, Owner shall provide Contractor with access on the Train 4 Facility and the Phase 1 Facilities and de-energize and de-pressurize the applicable Equipment sufficient to perform the Corrective Work, so long as such access does not interfere with the operation of the Train 4 Facility or the construction or operation of the Phase 1 Facilities and subject to Ownerâ€™s permit to work system. In the event Contractor utilizes spare parts owned by Owner in the course of performing the Corrective Work, Contractor shall supply Owner free of charge with new spare parts equivalent in quality and quantity to all such spare parts used by Contractor as soon as possible following the utilization of such spare parts.B.Â Â Â Â Owner Right to Correct or Complete Defective Work.1.Â Â Â Â After Substantial Completion, and during the Defect Correction Period, and subject to Section 12.3B.2, if Contractor fails to commence the Corrective Work (which commencement may include the detailed planning associated with the on-Site implementation of the Corrective Work) within a reasonable period of time not to exceed [***] ([***]) Business Days after Contractorâ€™s receipt of written notice from Owner or does not diligently perform such Corrective Work on an expedited basis (provided that Contractorâ€™s timeline for performance shall be extended to the extent that Contractor is not provided reasonable access to those portions of the Train 4 Facility or the Phase 1 Facilities that have achieved Substantial Completion so that Contractor may commence, continue and complete the Corrective Work), then Owner, upon written notice to Contractor, may, as its sole and exclusive remedy for the Defect (except for its right to enforce Contractorâ€™s indemnification obligations under this Agreement) perform such Corrective Work, and Contractor shall be liable to Owner for all reasonable costs and expenses incurred by Owner in connection with such Corrective Work and shall pay Owner (directly, by offset or by collection on the Letter of Credit, at Ownerâ€™s sole discretion) an amount equal to such costs and expenses; or2.Â Â Â Â If any Defective Work (i) materially affects Trainâ€™s 1, Train 2â€™s, Train 3â€™s or Train 4â€™s production or loading capabilities and would put the Train 4 Facility at risk of being unable to operate or (ii) presents an imminent threat to the safety or health of any Person and Owner knows of such Defective Work, Owner may (in addition to any other remedies that it has under this Agreement) perform the Corrective Work without giving prior notice to Contractor (provided that Owner shall give Contractor notice of such event as soon as reasonably possible after becoming aware of such Defective Work), and, in such event, Contractor shall be liable to Owner for all reasonable costs and expenses incurred by Owner in connection with such Corrective Work and shall pay Owner (directly, by offset or by collection on the Letter of Credit, at Ownerâ€™s sole discretion) an amount equal to such costs and expenses (which costs and expenses shall be adequately documented and supported by Owner). If Corrective Work is performed by Owner on Defective Work without providing any advance notice to Contractor, then Contractorâ€™s obligations to perform Corrective Work on such Defective Work shall no longer apply to such Defective Work (it being understood that, at Contractorâ€™s cost, and in Ownerâ€™s sole discretion, Owner may be able to obtain a replacement warranty from a third-party with respect to such item of Defective Work), provided that Contractorâ€™s obligations under this Agreement with respect to all other portions of the Train 4 Facility (including an portion of Equipment) shall continue in full force and effect, including continuing in full force and effect with respect to any portions of the item of the same Equipment or portion of the Train 4 Facility in which Owner performed the Corrective Work (except for the specific Defect being addressed).C.Â Â Â Â Extended Defect Correction Period for Corrective Work. With respect to any Corrective Work except for the Corrective Work for which Contractorâ€™s warranty obligations do not apply as specified in Section 12.3B.2, the Defect Correction Period for such Corrective Work shall be extended for an additional one (1) year from the date of the completion of such Corrective Work; provided, however, in no event shall (i) the Defect Correction Period for such Corrective Work be less than the original Defect Correction Period or, except for Structural Work, extend beyond [***] ([***]) Months after Contractorâ€™s achievement of Substantial Completion, and (ii) the Defect Correction Period for Structural Work be extended beyond the original three (3) year period.D.Â Â Â Â Extension for Downtime. If at any time any Equipment or component of Equipment ceases to operate solely due to a Defect, then the Defect Correction Period for such Equipment shall be automatically extended without the further action of either Party by a period equal to the full duration of such period of non-performance, subject to a cap on the Defect Correction Period of [***] ([***]) Months after Contractorâ€™s achievement of Substantial Completion and provided that this Section 12.3D shall not apply to Structural Work.E.Â Â Â Â Standards for Corrective Work. All Corrective Work shall be performed subject to the same terms and conditions under this Agreement as the original Work is required to be performed. Any change to parts or Equipment that would alter the requirements of this Agreement may be made only with prior approval of Owner.F.Â Â Â Â No Limitation. Nothing contained in this Section 12.3 shall be construed to establish a period of limitation with respect to other obligations which Contractor might have under this Agreement. However, Contractor shall not be obligated to perform any Corrective Work discovered after the expiration of the Defect Correction Period.12.4Â Â Â Â Assignability of Warranties. The Warranties made in this Agreement shall be for the benefit of Owner and its successors and assigns and the respective successors and assigns of any of them, and are fully transferable and assignable.12.5Â Â Â Â Waiver of Implied Warranties. Except for any express warranties under this Agreement (including the Warranties), the Parties hereby (i) disclaim any and all other warranties, including the implied warranty of merchantability and implied warranty of fitness for a particular purpose, and (ii) waive the equitable remedy of rescission available under the law for a breach of warranty or a claim for Defective Work (but such waiver shall not affect any of Ownerâ€™s rights under this Agreement, including termination pursuant to Article 16). The Parties agree that after Substantial Completion, the remedies set forth in this Article 12 shall be the Ownerâ€™s sole and exclusive remedy for a breach of warranty or any other claim for Defective Work, whether based in contract, tort (including negligence and strict liability) or otherwise, provided that this shall not limit Contractorâ€™s obligations to achieve the Performance Guarantees, Contractorâ€™s Punchlist obligations, Contractorâ€™s indemnity obligations under this Agreement, or the Ownerâ€™s rights to withhold or draw on the Letter of Credit under this Agreement.ARTICLE 13GUARANTEE OF TIMELY COMPLETION, DELAY LIQUIDATED DAMAGES AND EARLY COMPLETION BONUS13.1Â Â Â Â Delay Liquidated Damages. If Substantial Completion occurs after the Guaranteed Substantial Completion Date, Contractor shall be liable and pay to Owner the amounts listed in Schedule E-2 per Day for each Day, or portion thereof, of delay until Substantial Completion occurs (the â€œDelay Liquidated Damagesâ€) subject to the aggregate limit of such payments in Section 20.2A.13.2Â Â Â Â Payment of Liquidated Damages. With respect to any Liquidated Damages that Contractor is liable for under this Agreement, Owner, at its sole discretion, may either (i) invoice Contractor for such Liquidated Damages, and within [***] ([***]) Days after Contractorâ€™s receipt of such invoice, Contractor shall pay Owner Liquidated Damages, (ii) withhold from Contractor amounts that are otherwise due and payable to Contractor in the amount of such Liquidated Damages, or (iii) collect on the Letter of Credit in the amount of such Liquidated Damages. In addition, with respect to the achievement of Substantial Completion, Contractor shall pay Owner all Delay Liquidated Damages, if any, owed under this Agreement for such respective Substantial Completion as a condition precedent to achieving Substantial Completion.13.3Â Â Â Â Early Completion Bonus.A.Â Â Â Â Early Completion Bonus for Production Prior to the Guaranteed Substantial Completion Date. If Substantial Completion occurs on or before the Guaranteed Substantial Completion Date, Owner shall pay Contractor a bonus in the amount of [***](U.S.$ [***]) per MMBtu of the LNG that is both (i) produced by Train 4 between the period of first production of LNG from Train 4 and the Guaranteed Substantial Completion Date and (ii) loaded onto an LNG Tanker for delivery to Ownerâ€™s third-party customers prior to the Guaranteed Substantial Completion Date.B.Â Â Â Â Early Completion Bonus for Production Prior to the DFCD Date. If Substantial Completion occurs on or before the Guaranteed Substantial Completion Date, then in addition to the Early Completion Bonus for Train 4, Owner shall pay Contractor a bonus in the amount of [***](U.S.$ [***]) per MMBtu of the LNG that is both (i) produced by Train 4 on or after the Guaranteed Substantial Completion Date, and (ii) loaded onto an LNG Tanker for delivery to Ownerâ€™s third-party customers prior to the date on which the first commercial delivery is declared under the first LNG sales and purchase agreement to declare commercial deliveries for Train 4 (â€œDFCD Dateâ€).C.Â Â Â Â Owner shall pay any Early Completion Bonus accruing for Train 4 within ([***]) [***] Days after (i) the DFCD Date and (ii) Ownerâ€™s receipt of an invoice for such Early Completion Bonus.ARTICLE 14 CONTRACTORâ€™S REPRESENTATIONS14.1Â Â Â Â Contractor Representations. Contractor represents and warrants, as applicable that:A.Â Â Â Â Corporate

Standing. It is a corporation duly organized, validly existing and in good standing under the laws of Delaware, is authorized and qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a material adverse effect on its financial condition, operations, prospects, taxes or business.B.Â Â Â Â No Violation of Law; Litigation. It is not in violation of any Applicable Law or judgment entered by any Governmental Instrumentality, which violations, individually or in the aggregate, would affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Instrumentality, now pending or (to the best knowledge of Contractor) threatened against Contractor that, if adversely determined, could reasonably be expected to have a material adverse effect on the financial condition, operations, prospects or business, as a whole, of Contractor, or its ability to perform under this Agreement.C.Â Â Â Â Licenses. It is the holder of all business licenses and registrations required to permit it to operate or conduct its business now and as contemplated by this Agreement.D.Â Â Â Â No Breach. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the charter or by-laws of Contractor, or any Applicable Law or regulation, or any order, writ, injunction or decree of any court, or any agreement or instrument to which Contractor is a party or by which it is bound or to which it or any of its property or assets is subject, or constitute a default under any such agreement or instrument.E.Â Â Â Â Corporate Action. It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by Contractor of this Agreement has been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by Contractor and constitutes a legal, valid and binding obligation of Contractor enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditorsâ€™ rights generally.F.Â Â Â Â Financial Solvency. It is financially solvent, able to pay all debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations hereunder. Guarantor, guaranteeing the obligations of Contractor pursuant to Section 21.17 of this Agreement, is financially solvent, able to pay all debts as they mature, and possesses sufficient working capital to perform the Parent Guarantees.ARTICLE 15 OWNERâ€™S REPRESENTATIONS15.1Â Â Â Â Owner Representations. Owner represents and warrants that:A.Â Â Â Â Corporate Standing. It is a limited liability company duly organized, validly existing and in good standing under the laws of Texas, is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a material adverse effect on its financial condition, operations, prospects or business.B.Â Â Â Â No Violation of Law; Litigation. It is not in violation of any Applicable Law, or judgment entered by any Governmental Instrumentality, which violations, individually or in the aggregate, would affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Instrumentality, now pending or (to the best knowledge of Owner) threatened against Owner that, if adversely determined, could reasonably be expected to have a material adverse effect on the financial condition, operations, prospects or business, as a whole, of Owner, or its ability to perform under this Agreement.C.Â Â Â Â No Breach. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof and thereof will conflict with or result in a breach of, or require any consent under, the operating agreement or by-laws of Owner, any Applicable Law, any order, writ, injunction or decree of any court, or any agreement or instrument to which Owner is a party or by which it is bound or to which it or any of its property or assets is subject, or constitute a default under any such agreement or instrument.D.Â Â Â Â Corporate Action. It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by Owner of this Agreement has been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by Owner and constitutes a legal, valid and binding obligation of Owner enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditorsâ€™ rights generally.E.Â Â Â Â Other Owners. Owner represents that it is authorized to bind and does bind all owners with an interest in the Project, or an interest in the product of the Work (or who may claim any such interest through Owner), to the releases, limitations on liability and other protections of Contractor set forth in this Agreement. Ownerâ€™s successors, assigns and any future recipient of any equity ownership in the Project or the Train 4 Facility shall be bound by the releases, limitations on liability and other protections of Contractor set forth in this Agreement, and Owner shall obtain the express written agreement of such equity participants to be bound by such releases, limitations of liability and other protections of Contractor.15.2Â Â Â Â Financial Solvency. Upon issuance of NTP, it will be financially solvent, able to pay its debts as they mature and will have access to sufficient working capital to perform its obligations hereunder.ARTICLE 16DEFAULT, TERMINATION AND SUSPENSION16.1Â Â Â Â Default by Contractor.A.Â Â Â Â Owner Rights Upon Contractor Default. Contractor shall be in â€œDefaultâ€ if Contractor shall at any time (i) materially fails to prosecute the Work in a safe manner (i.e., in accordance with Applicable Law and the material provisions of the safety program developed by Contractor and approved by Owner under this Agreement); (ii) fail to commence the Work in accordance with the provisions of this Agreement; (iii) Abandon the Project; (iv) fail to maintain insurance required under this Agreement; (v) fail to provide or maintain the Parent Guarantee in accordance with Section 21.17; (vi) fail to discharge liens filed by any Subcontractor or Sub-subcontractor as required under this Agreement; (vii) cause, by any action or omission, any material interference with operation of the Train 4 Facility or its pipeline contractors or subcontractors, unless Contractor is entitled to stop, suspend, terminate or refuse to perform Work under this Agreement; (viii) fail to make payment to Subcontractors for labor or materials owed in accordance with the respective Subcontracts (provided that Owner has made payment to Contractor of all undisputed amounts owed to Contractor, in accordance with the terms of this Agreement);(ix) disregard Applicable Law or Applicable Codes and Standards; (x) fail to comply with any material provision of this Agreement; (xi) fail to commence performance of changed Work under a Change Directive issued by Owner under this Agreement in accordance with Section 6.1E; (xii) be in Default pursuant to Section 5.5H or Section 11.5B; (xiii) violate the provisions of Section 21.10; or (xiv) become, or if the Guarantor becomes, insolvent, has a receiver appointed, makes a general assignment or filing for the benefit of its creditors or files for bankruptcy protection.B.Â Â Â Â Following Ownerâ€™s notice to Contractor specifying the general nature of the Default, unless Contractor cures such condition within the applicable Cure Period in Section 16.1C, Owner, at its sole option and without prejudice to any other rights that it has under this Agreement and without further notice to Contractor, may (1) take such steps as are necessary to overcome the Default condition, in which case Contractor shall be liable to Owner for any and all reasonable, additional costs, and expenses incurred by Owner in connection therewith, or (2) terminate for Default Contractorâ€™s performance of all or any part of the Work.C.Â Â Â Â The applicable â€œCure Periodâ€ with respect to the Defaults referenced in Section 16.1A for items (i) through (x), the Cure Period shall be [***] ([***]) Days after Ownerâ€™s notice of Default to Contractor, unless such Default cannot be cured within such [***] ([***]) Day period, in which case the Cure Period shall be a total of [***] ([***]) Days after Ownerâ€™s notice (or as may be extended if agreed in writing by Owner and Contractor). There is no cure period for any other Default except as expressly stated in this Section 16.1C.D.Â Â Â Â Additional Rights of Owner Upon Termination. In the event that Owner terminates this Agreement for Default in accordance with Section 16.1A, then Owner may, at its sole option, (i) enter onto the Site and any other locations where Contractor is performing the Work, for the purpose of completing the Work, (ii) take possession of all Equipment and spare parts wherever located, and all Construction Equipment on the Site that is not owned by Contractor, in any case which required to complete the Work (subject to the terms of any lease agreements for Construction Equipment with non-Affiliated third parties), Work Product (subject to the use restrictions in the licenses described in Section 10.7A-C), including Drawings and Specifications, Permits, and licenses, (iii) take assignment of any or all of the Subcontracts, and/or (iv) complete the Work either itself or through others. If the unpaid balance of the Contract Price shall exceed all damages, costs, losses and expenses incurred by Owner (including the cost to complete the Train 4 Facility, all attorneysâ€™ fees, consultant fees and litigation or arbitration expenses, costs to complete the Work, Liquidated Damages described in this Section 16.1D below and any and all damages for failure of performance and interest on such expense from the date such expense was incurred by Owner at the rate specified in Section 7.7), then such excess shall be paid by Owner to Contractor, but such amount shall not be paid until after Final Completion has been achieved. If such amount incurred by Owner shall exceed the unpaid balance of the Contract Price, then, at Ownerâ€™s sole option and subject to the limitation of liability set forth in Section 20.1, (a) Contractor shall pay Owner the difference within [***] ([***]) Days after Owner submits to Contractor written notice of the difference,(b) Owner shall have the right and authority to offset or collect on the Letter of Credit in the amount of such difference in accordance with Section 9.2A, or (c) Owner may elect to pursue both options (a) and (b). Subject to Section 20.1, Contractorâ€™s liability under this Section 16.1D is in addition to any other liability provided for under this Agreement and Owner shall have the right and authority to set off against and deduct from any such excess due Contractor by Owner any other liability of Contractor to Owner under this Agreement. Owner agrees to act reasonably to mitigate any costs it might incur in connection with any termination for Default. In the event of a termination for Default, subject to Section 20.1, the Parties agree that Owner shall be entitled to â€œdamages for delayâ€ under this Section 16.1D which, for purposes of this Section 16.1D only, means (i) Delay Liquidated Damages owed by Contractor to Owner under this Agreement up to the date of the termination (provided that such termination date was after the Guaranteed Substantial Completion Date), and (ii) during the period upon the date of termination and ending on the date Substantial Completion is achieved by a substitute contractor, the costs incurred during such period by such substitute contractor to accelerate such substitute contractorâ€™s work in order to achieve the Guaranteed Substantial Completion Date (as may have been adjusted by Change Order) contemplated under this Agreement. Notwithstanding anything to the contrary, in no event shall Owner be entitled under this Section 16.1D to recover restitutionary damages. Any damages recoverable by Owner under this Section 16.1D shall be subject to the limitation of liability in Section 20.1, and the waiver and release in Section 20.4.E.Â Â Â Â Obligations Upon Termination. Upon termination for Default, Contractor shall (i) immediately discontinue Work on the date and to the extent specified in the notice, (ii) place no further orders for Subcontracts, Equipment, or any other items or services except as may be necessary for completion of such portion of the Work as is not discontinued, (iii) inventory, maintain and turn over to Owner all Construction Equipment that is not owned by Contractor (subject to the terms of any lease agreements with non- Affiliated third parties) or any other equipment or other items provided by Owner for performance of the terminated Work, (iv) promptly make every reasonable effort to procure assignment or cancellation upon terms satisfactory to Owner of all Subcontracts and rental agreements to the extent they relate to the performance of the Work that is discontinued; (v) cooperate with Owner in the transfer of Work Product, including Drawings and Specifications, Permits, licenses and any other items or information and disposition of Work in progress so as to mitigate damages; (vi) comply with other reasonable requests from Owner regarding the terminated Work; (vii) thereafter execute that portion of the Work as may be necessary to preserve and protect Work already in progress and to protect Equipment at the Site or in transit thereto, and to comply with any Applicable Law and any Applicable Codes and Standards; and (viii) perform all other obligations under Section 16.1D.16.2Â Â Â Â Termination for Convenience by Owner. Owner shall have the right to terminate for convenience Contractorâ€™s performance of all of the Work by providing Contractor with [***] ([***]) Daysâ€™ written notice of termination. Upon termination for convenience, Contractor shall (i) immediately discontinue the Work on the date and to the extent specified in such notice, (ii) place no further orders for Subcontracts, Equipment, or any other items or services except as may be necessary for completion of such portion of the Work as is not discontinued, (iii) promptly make every reasonable effort to procure cancellation upon terms satisfactory to Owner of all Subcontracts and rental agreements to the extent they relate to the performance of the Work that is discontinued unless Owner elects to take assignment of any such Subcontracts, (iv) assist Owner in the maintenance, protection, and disposition of Work in progress, (v) cooperate with Owner for the efficient transition of the Work, (vi) cooperate with Owner in the transfer of Work Product (and to the use restrictions in the licenses described in Section 10.7A-C), including Drawings and Specifications, Permits, licenses and any other items or information and disposition of Work in progress; and (vii) thereafter execute only that portion of the Work as may be necessary to preserve and protect Work already in progress and to protect Equipment at the Site or at any other location or in transit thereto, and to comply with any Applicable Law and Applicable Codes and Standards and Owner may, at its sole option, take assignment of any or all of the Subcontracts. Upon termination for convenience, Contractor shall be paid (a) the reasonable value of the Work performed (the basis of payment being based on the terms of this Agreement) prior to termination, less that portion of the Contract Price previously paid to Contractor (including down payments, if any, made under this Agreement), plus (b) actual costs that are reasonably incurred and properly demonstrated by Contractor to have been sustained in the performance of the Work up to the date of termination or as a result of termination, plus associated profit margin of [***] percent ([***]%) on such costs, submitted in accordance with this Section 16.2, but in no event shall Contractor be entitled to receive any amount for unabsorbed overhead, contingency, risk, or anticipatory profit. Contractor shall submit all reasonable direct close-out costs to Owner for verification and audit within [***] ([***]) Days following the effective date of termination (or as may be extended if agreed in writing by the Parties). If no Work (including Work under an LNTP) has been performed by Contractor at the time of termination, Contractor shall be paid the sum of one hundred U.S. Dollars (U.S.$100) for its undertaking to perform.16.3Â Â Â Â Suspension of Work. Owner may, for any reason, upon written notice to Contractor at any time and from time to time, suspend carrying out the Work or any part thereof, whereupon Contractor shall suspend the carrying out of such suspended Work for such time or times as Owner may require and shall take reasonable steps to minimize any costs associated with such suspension. During any such suspension, Contractor shall properly protect and secure such suspended Work in such manner as Owner may reasonably require. Unless otherwise instructed by Owner, Contractor shall during any such suspension maintain its staff and labor on or near the Site and otherwise be ready to proceed expeditiously with the Work upon receipt of Ownerâ€™s further instructions. Except where such suspension ordered by Owner is the result of or due to the fault or negligence of Contractor or any Subcontractor or Sub-subcontractor, Contractor shall be entitled to the reasonable costs (including actual, but not unabsorbed, overhead, contingency, risk and reasonable profit) of such suspension under a Change Order, including demobilization and remobilization costs, if necessary, along with appropriate supporting documentation to evidence such costs, and a time extension to the Key Dates if and to the extent permitted under Section 6.8. Upon receipt of notice to resume suspended Work, Contractor shall promptly resume performance of the Work to the extent required in the notice. In no event shall Contractor be entitled to any additional profits or damages due to such suspension beyond the costs for the suspension as defined above.16.4Â Â Â Â Suspension by Contractor. Notwithstanding anything to the contrary in this Agreement, Contractor shall have the responsibility at all times to prosecute the Work diligently and shall not suspend, stop or cease performance hereunder or permit the prosecution of the Work to be delayed; provided, however, subject to Ownerâ€™s right to withhold or offset payment to Contractor as specified in this Agreement, if Owner fails to pay undisputed amounts due and owing to Contractor and Owner has failed to cure such failure within [***] ([***]) Days beyond the date such amounts became due, then, following Contractorâ€™s [***] ([***]) Day notice to Owner to cure such failure (which [***] ([***]) Daysâ€™ notice may be given during the [***] ([***]) Day window for non-payment), Contractor may suspend performance of the Work until Contractor receives such undisputed amounts. Contractor shall be entitled to a Change Order for any costs incurred by Contractor resulting from such suspension and shall be entitled to an extension in the applicable Key Dates to the extent permitted under Section 6.8.16.5Â Â Â Â Termination by Contractor.A.Â Â Â Â Non-Payment. Contractor may terminate this Agreement if, continuing at the time of such termination, Contractor has stopped the performance of all Work under this Agreement pursuant to Section 16.4 for [***] ([***]) Days, and after the expiration of such [***] ([***]) Day period, Contractor gives Owner notice specifying the nature of the default and its intent to terminate this Agreement, and Owner fails to cure such default within [***] ([***]) Days after receipt of Contractorâ€™s notice. Contractor shall be entitled to interest on all late payments in accordance with Section 7.7.B.Â Â Â Â Extended Ownerâ€™s Suspension. After issuance of NTP and subject to Section 16.5A, if Owner suspends substantially all of the Work for an aggregate period exceeding three hundred sixty five (365) consecutive Days and such suspension is not due to the fault or negligence of Contractor, Subcontractor or Sub-subcontractor, or an event of Force Majeure, then Contractor shall have the right to terminate this Agreement by providing [***] ([***]) Days written notice to Owner.C.Â Â Â Â Termination in the Event of Delayed Notice to Proceed. Contractor may terminate this Agreement pursuant to Section 5.2D.D.Â Â Â Â Termination for an Extended Force Majeure Event. After Ownerâ€™s issuance of NTP, if any single Force Majeure event causes suspension of substantially all of the Work for a period exceeding three hundred sixty-five (365) Days, then Contractor shall have the right to terminate this Agreement by providing [***] ([***]) Days written notice of termination to Owner.E.Â Â Â Â Contractorâ€™s Right to Terminate. This Section 16.5 sets forth Contractorâ€™s only rights to terminate this Agreement. In the event of any such termination under this Section 16.5, Contractor and Owner shall have the rights and obligations set forth in Section 16.2. Contractorâ€™s sole right to terminate this Agreement is set forth in this Section 16.5.ARTICLE 17 INDEMNITIES17.1Â Â Â Â Contractorâ€™s General Indemnification. In addition to its indemnification, defense and hold harmless obligations contained elsewhere in this Agreement, Contractor shall release, and as a separate obligation, indemnify, hold harmless and defend Owner Indemnified Parties from and against any and all damages, costs, losses and expenses (including reasonable attorneysâ€™ fees, and litigation or arbitration expenses) arising out of any of the following: A.Â Â Â Â actual or alleged

failure of Contractor or any of its Subcontractors or Sub-subcontractors to comply with Applicable Law, Applicable Codes and Standards or safety requirements under this Agreement, PROVIDED THAT Contractorâ€™s indemnity obligations under this Section 17.1A shall be limited to the reasonable settlement payments related to such failure and any fines, penalties or other sanctions imposed by any Governmental Instrumentality (including the cost of required remedial measures) on Owner Indemnified Parties or on the Work resulting from the failure of Contractor or any of its Subcontractors or Sub-subcontractors to comply with Applicable Law, Applicable Codes and Standards or safety requirements under this Agreement, excluding any portion of the amount of such fines, penalties or other sanctions attributable to violations by Owner of Applicable Law, including prior violations by owner of Applicable Laws relating to Hazardous Materials for which Owner is responsible under Section 17.4;B.Â Â Â Â actual or alleged contamination, spill, release, discharge or pollution arising out of acts or omissions of Contractorâ€™s or any Subcontractorâ€™s or Sub-subcontractorâ€™s use, handling or disposal of Hazardous Materials generated or brought on the Site or any other property where Work is performed during the performance of the Work andContractorâ€™s failure to stop Work and notify Owner of Pre-Existing Hazardous Materials as required by Section 3.17, subject to the cap set forth therein;C.Â Â Â Â a failure by Contractor or any Subcontractor or Sub-subcontractor to pay Taxes for which such Person is liable;D.Â Â Â Â failure of Contractor to make payments to any Subcontractor in accordance with the respective Subcontract, provided that, Owner has made payment to Contractor of all undisputed amounts owed to Contractor in accordance with the terms of this Agreement;E.Â Â Â Â damage to or destruction of property of Contractor Indemnified Parties or any of its Subcontractors, Sub-subcontractors or any employee, officer or director of any of them (excluding the Work, the Train 4 Facility, the Phase 1 Facilities, and Train 5), to the extent that such property damage or destruction is caused by the negligence of any Contractor Indemnified Party or any Subcontractor or Sub-subcontractor;F.Â Â Â Â damage to or destruction of (a) Train 1 or Train 2, including the common facilities associated with such Train (after the earlier of substantial completion of each such Train or termination of the Trains 1 and 2 EPC Agreement), (b) Train 3 and the common facilities associated therewith (after the earlier of substantial completion of Train 3 or termination of the Train 3 EPC Agreement), (c) Train 4 (after the earlier of Substantial Completion or the termination of this Agreement), or (d) Train 5 after the earlier of substantial completion of Train 5 or the termination of the Train 5 EPC Agreement, each to the extent arising out of or resulting from the negligence of any member of the Contractor Indemnified Parties (in connection with the Work, Phase 1 Work, or Train 5 Work), any Subcontractor or Sub-subcontractor (in connection with the Work), any subcontractor or sub-subcontractor of Contractor (in connection with the Phase 1 Work or Train 5 Work) or anyone directly or indirectly employed by them, PROVIDED THAT Contractorâ€™s liability hereunder for damage to or destruction of (i) Train 1 or Train 2, including the common facilities associated with such Train (after the earlier of substantial completion of each such Train or termination of the Trains 1 and 2 EPC Agreement) shall not exceed [***] U.S. Dollars (U.S.$ [***]) per occurrence, (ii) Train 3 and the common facilities associated therewith (after the earlier of substantial completion of Train 3 or termination of the Train 3 EPC Agreement) shall not exceed [***]U.S. Dollars (U.S.$ [***]) per occurrence, (iii) Train 4 (after the earlier of Substantial Completion or the termination of this Agreement) shall not exceed [***] U.S. Dollars (U.S.$ [***]) per occurrence, or (iv) Train 5 after the earlier of substantial completion of Train 5 or termination of the Train 5 EPC Agreement, shall not exceed [***] U.S. Dollars (U.S.$ [***]) per occurrence, with a cumulative per occurrence of [***] U.S. Dollars (U.S.$ [***]) for such damage or destruction of Train 1, Train 2, Train 3, Train 4 or Train 5 (in each case, after (x) the earlier of substantial completion of the Phase 1 Facilities or Train 5 or Substantial Completion of Train 4 or (y) termination of this Agreement, the Trains 1 and 2 EPC Agreement, Train 3 EPC Agreement, or Train 5 EPC Agreement, as applicable), and Owner hereby releases Contractor Indemnified Parties (in connection with the Work, Phase 1 Work, or Train 5 Work), Subcontractors and Sub-subcontractors (in connection with the Work) and any subcontractor or sub-subcontractor of Contractor (in connection with the Phase 1 Work or Train 5 Work) from any such liability in excess thereof.G.Â Â Â Â Damage to or destruction of property of Owner Indemnified Parties (excluding the Train 1, Train 2, Train 3, Train 4, or Train 5) to the extent arising out of or resulting from the negligence of any member of the Contractor Indemnified Parties (in connection with the Work, Phase 1 Work, or Train 5 Work), any Subcontractors and Sub-subcontractors (in connection with the Work) and any subcontractor or sub-subcontractor of Contractor (in connection with the Phase 1 Work or Train 5 Work) or anyone directly or indirectly employed by them, provided that Contractorâ€™s liability hereunder for damage to or destruction of such property of Owner Indemnified Parties (excluding Train 1, Train 2, Train 3, Train 4, and Train 5) shall not exceed [***] U.S. Dollars (U.S.$ [***]) per occurrence, with a cumulative per occurrence of [***] U.S. Dollars (U.S. $[***]) under the applicable Phase 1 EPC Agreements, this Agreement, and the Train 5 EPC Agreement, and Owner hereby releases Contractor Indemnified Parties (in connection with the Work, Phase 1 Work, and Train 5 Work), Subcontractors and Sub-subcontractors (in connection with the Work) and any subcontractor or sub-subcontractor of Contractor (in connection with the Phase 1 Work or Train 5 Work) from any such liability in excess thereof;H.Â Â Â Â personal or bodily injury to, illness, or death of any employee, officer or director of any Contractor Indemnified Party, any Subcontractor or Sub-subcontractor or any employee, officer or director of any of them, regardless of the cause such damages, costs, losses and expenses, including the sole or joint negligence of any Owner Indemnified Parties;I.Â Â Â Â damage to or destruction of property of any Person (other than Train 1, Train 2, Train 3, Train 4, Train 5, and the property covered in Section 17.1E, 17.1G, and 17.2A) to the extent that such injury is caused by the negligence of any Contractor Indemnified Party or any Subcontractor or Sub- subcontractor; orJ.Â Â Â Â personal or bodily injury to, illness, or death of any Person (otherthan those persons covered in Section 17.1H and Section 17.2B) to the extent that such injury is caused by the negligence of any Contractor Indemnified Party or any Subcontractor or Sub-subcontractor.17.2Â Â Â Â Ownerâ€™s Indemnity for Personal Injury and Property Damage. Owner shall release, and as a separate obligation indemnify, hold harmless and defend Contractor Indemnified Parties, Subcontractors, and Sub-subcontractors, from and against any and all damages, costs, losses and expenses (including reasonable attorneysâ€™ fees, and litigation or arbitration expenses) directly or indirectly arising out of any of the following:A.Â Â Â Â damage to or destruction of property of the Owner Indemnified Parties (other than the Work, Construction Equipment, the Train 4 Facility, the Phase 1 Facilities, or Train 5), to the extent that such damage or destruction is caused by the negligence of any Owner Indemnified Party.B.Â Â Â Â personal or bodily injury to, illness, or death of any employee, officer or director of any Owner Indemnified Party, regardless of the cause of such damages, costs, losses and expenses, including the sole or joint negligence of any Contractor Indemnified Parties.17.3Â Â Â Â Indemnification of Port Indemnified Parties. To the fullest extent permitted by Applicable Law, Contractor shall indemnify, hold harmless and defend Port Indemnified Parties from any and all damages, claims, losses, costs and expenses arising out of or resulting from the acts or omissions of any member of the Contractor Indemnified Parties or any Subcontractor or Sub-subcontractor on account of (1) personal or bodily injury, illness or death of any person,(2) damage or destruction to property of any Person or (3) fines and penalties attributable to any violation of any Applicable Law. Contractorâ€™s defense and indemnity obligations in this Section17.3 extend to and include liabilities caused or alleged to be caused by strict liability, fault, concurrent, or contributory partial negligence or fault of any of the Port Indemnified Parties, provided, however, that in no event shall Contractorâ€™s indemnification obligations hereunder include claims arising out of the willful misconduct, sole or gross negligence or fraud of any Port Indemnified Parties.17.4Â Â Â Â Pre-Existing Hazardous Material. Subject to Section 17.1B, Owner shall be responsible for and shall save, indemnify, defend and hold harmless the Contractor Indemnified Parties from the abatement, remediation, transport, and disposal of any Pre-Existing Hazardous Material at the Site, and excluding any damages, costs, expenses or losses to the extent related to Contractorâ€™s or any of its Subcontractorâ€™s or Sub-subcontractorâ€™s failure to stop Work and notify Owner upon encountering Pre-Existing Hazardous Material at the Site as required by Section 3.17 (and subject to the cap set forth in such Section).17.5Â Â Â Â Patent and Copyright Indemnification.A.Â Â Â Â In addition to its indemnification, defense and hold harmless obligations contained elsewhere in this Agreement and subject to Ownerâ€™s compliance with the use restrictions in the licenses described in Section 10.7 with respect to the confidential information or other proprietary rights that are the subject matter of the violation, infringement, misappropriation or improper use, Contractor shall indemnify, hold harmless and defend Owner Indemnified Parties from any and all third party claims for damages, costs, losses and expenses (including reasonable attorneysâ€™ fees and litigation or arbitration expenses) arising out of any actual or asserted violation or infringement of any domestic or foreign patents, copyrights or trademarks or other intellectual property, or any misappropriation or improper use of confidential information or other proprietary rights, in each case attributable to Contractor or any Subcontractor or Sub-subcontractor in connection with the Work.B.Â Â Â Â In the event that any violation or infringement for which contractor is responsible to indemnify the Owner Indemnified Parties as set forth in Section 17.5A results in any suit, claim, temporary restraining order or a preliminary injunction is granted in connection with Section 17.5A, Contractor shall, in addition to its obligation under Section 17.5A, make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraining order. If, in any such suit or claim, the Work, the Train 4 Facility, or any part, combination or process thereof, is held to constitute an infringement and its use is preliminarily or permanently enjoined, Contractor shall promptly make every reasonable effort to secure for Owner a license, at no cost to Owner, authorizing continued use of the infringing Work. If Contractor is unable to secure such a license within a reasonable time, Contractor shall, at its own expense and without impairing performance requirements, either replace the affected Work, in whole or part, with non-infringing components or parts or modify the same so that they become non-infringing. Following Substantial Completion, Owner shall render such assistance as Contractor may reasonably require in the defense of any claim of infringement pursuant to Section 17.5A.17.6Â Â Â Â Lien Indemnification. Should any Subcontractor or Sub-subcontractor or any other Person acting through or under Contractor or any Subcontractor or Sub-subcontractor file a lien or other encumbrance against all or any portion of the Work, the Project Site, the Train 4 Facility or the Phase 1 Facilities, Contractor shall, at its sole cost and expense, remove or discharge, by payment, bond or otherwise, such lien or encumbrance within [***] ([***]) Days after Contractorâ€™s receipt of written notice from Owner notifying Contractor; provided that, Owner has made payment to Contractor of all undisputed amounts owed to Contractor in accordance with the terms of this Agreement. If Contractor fails to remove and discharge any such lien or encumbrance within such [***] ([***]) Day period, then Owner may, in its sole discretion and in addition to any other rights that it has under this Agreement, at law or equity, take any one or more of the following actions:A.Â Â Â Â remove and discharge such lien and encumbrance using whatever means that Owner, in its sole discretion, deems appropriate, including the payment of settlement amounts that it determines in its sole discretion as being necessary to discharge such lien or encumbrance. In such circumstance, Contractor shall be liable to Owner for all damages, costs, losses and expenses (including all attorneysâ€™ fees and litigation or arbitration expenses, and settlement payments) incurred by Owner arising out of or relating to such removal and discharge. All such damages, costs, losses and expenses shall be paid by Contractor no later than [***] ([***]) Days after receipt of each invoice from Owner;B.Â Â Â Â seek and obtain an order granting specific performance from a court of competent jurisdiction, requiring that Contractor immediately discharge and remove, by bond, payment or otherwise, such lien or encumbrance. The Parties expressly agree that Owner shall be entitled to such specific performance and that Contractor shall be liable to Owner for all damages, costs, losses and expenses (including all attorneysâ€™ fees, consultant fees and litigation or arbitration expenses) incurred by Owner arising out of or relating to such specific performance action. Contractor agrees that the failure to discharge and remove any such lien or encumbrance will give rise to irreparable injury to Owner and Ownerâ€™s Affiliates, and further, that Owner and such Owner Affiliates will not be adequately compensated by damages; orC.Â Â Â Â conduct the defense of any action in respect of (and any counterclaims related to) such liens or encumbrances as set forth in Section 17.7 below, without regard to Contractorâ€™s rights under such Section.17.7Â Â Â Â Legal Defense. Not later than fifteen (15) Days after receipt of written notice from the Indemnified Party to the Indemnifying Party of any claims, demands, actions or causes of action asserted against such Indemnified Party for which the Indemnifying Party has indemnification, defense and hold harmless obligations under this Agreement, whether such claim, demand, action or cause of action is asserted in a legal, judicial, arbitral or administrative proceeding or action or by notice without institution of such legal, judicial, arbitral or administrative proceeding or action, the Indemnifying Party shall affirm in writing by notice to such Indemnified Party that the Indemnifying Party will indemnify, defend and hold harmless such Indemnified Party and shall, at the Indemnifying Partyâ€™s own cost and expense, assume on behalf of the Indemnified Party and conduct with due diligence and in good faith the defense thereof with counsel selected by the Indemnifying Party and reasonably satisfactory to such Indemnified Party; provided, however, that such Indemnified Party shall have the right to be represented therein by advisory counsel of its own selection, and at its own expense; and provided further that if the defendants in any such action or proceeding include the Indemnifying Party and an Indemnified Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, such Indemnified Party shall have the right to select up to one (1) separate counsel to participate in the defense of such action or proceeding on its own behalf at the expense of the Indemnifying Party. In the event of the failure of the Indemnifying Party to perform fully in accordance with the defense obligations under this Section 17.7, such Indemnified Party may, at its option, and without relieving the Indemnifying Party of its obligations hereunder, so perform, but all damages, costs, losses and expenses (including all attorneysâ€™ fees, consultant fees and litigation or arbitration expenses, settlement payments and judgments) so incurred by such Indemnified Party in that event shall be reimbursed by the Indemnifying Party to such Indemnified Party, together with interest on same from the date any such cost and expense was paid by such Indemnified Party until reimbursed by the Indemnifying Party at the interest rate set forth in this Agreement.17.8Â Â Â Â Enforceability.A.Â Â Â Â Except as otherwise set forth above, the indemnity, defense and hold harmless obligations for personal injury, illness or death or property damage under this Agreement shall apply regardless of whether the Indemnified Party was concurrently negligent (whether actively or passively), it being agreed by the Parties that in this event, the Partiesâ€™ respective liability or responsibility for such damages, costs, losses and expenses under this Agreement shall be determined in accordance with the principles of comparative negligence.B.Â Â Â Â In the event that any indemnity provisions in this Agreement are contrary to the law governing this Agreement, then the indemnity obligations applicable hereunder shall be applied to the maximum extent allowed byApplicable Law.C.Â Â Â Â The waivers and disclaimers of liability, releases from liability, exclusions, limitations and apportionments of liability and indemnities expressed in this Agreement shall extend to each Partyâ€™s directors, officers and employees.17.9Â Â Â Â Train 5. References in this Agreement to Train 5, Train 5 Work and Train 5 EPC Agreement are included in this Agreement solely on the assumption that the Train 5 EPC Agreement is executed and the Builderâ€™s Risk policy that provides coverage for Train 1, Train 2, Train 3 and Train 4 (if applicable) is extended to provide coverage for Train 5. If the Train 5 EPC Agreement is not so executed, then any references to Train 5, Train 5 Work and Train 5 EPC Agreement shall be treated as not appearing in (and being deleted from) this Agreement and Train 5 shall be treated as property of Owner Indemnified Parties under Sections 17.1G and 17.2A.ARTICLE 18 DISPUTE RESOLUTION18.1Â Â Â Â Negotiation. In the event that any claim, dispute, controversy, difference, disagreement, or grievance (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, connected with or relating in any way to this Agreement (including the construction, validity, interpretation, termination, enforceability or breach of this Agreement) (â€œDisputeâ€) cannot be resolved informally within [***] ([***]) Days after the Dispute arises (or such longer period of time if agreed to in writing by the Parties), either Party may give written notice of the Dispute (â€œDispute Noticeâ€) to the other Party requesting that a representative of Ownerâ€™s senior management and Contractorâ€™s senior management meet in an attempt to resolve the Dispute. Each such senior executive shall have full authority to resolve the Dispute and shall promptly begin discussions in an effort to agree on a resolution of the Dispute within [***] ([***]) Days after receipt by the non-notifying Party of such Dispute Notice, with such negotiations being held in Harris County, Texas or at another location if agreed upon by the Parties in writing. In no event shall this Section 18.1 be construed to limit either Partyâ€™s right to take any action under this Agreement, including Ownerâ€™s rights under Section 16.1, provided that such rights are not the subject of the Dispute.18.2Â Â Â Â Arbitration. If the Dispute is not resolved by negotiation within [***] ([***]) Days after the date of a Partyâ€™s written notice requesting that representatives of each Partyâ€™s senior management meet (or such other time as may be agreed in writing by the Parties), then the Parties agree that the Dispute shall be decided by final and binding arbitration. Such arbitration shall be held in Harris County, Texas, unless otherwise agreed by the Parties, shall be administered by the AAAâ€™s office in Harris County, Texas, shall be conducted by three (3) arbitrators (or for Disputes involving less than [***] U.S. Dollars (U.S.$ [***]), one (1) arbitrator) chosen in accordance with Section 18.2A, and shall, except as otherwise agreed by the Parties, be governed by the AAAâ€™s Construction Industry Arbitration Rules and Mediation Procedures then in effect (â€œAAA Rulesâ€). For the purposes of determining the number of arbitrators, the total value of the Disputes and counterclaims reasonably asserted by all the Parties shall be used to determine whether the [***] U.S. Dollars (U.S.$ [***]) threshold has been met. The arbitration tribunal shall determine the rights and obligations of the Parties according to the laws of Texas, excluding its conflict of law principles; provided, however, the law applicable to the validity of the arbitration clause, the enforcement of any award and any other question of arbitration law or procedure shall be the Federal Arbitration Act, 9 U.S.C.A. Â§ 2. Issues concerning the arbitrability of a matter in dispute shall be decided by a court with proper jurisdiction. The arbitration shall be conducted in the English language and all submissions shall be made in the English language or with an English translation; provided that witnesses may provide testimony in a language other than English if a simultaneous English translation is provided. The Parties shall be entitled to engage in reasonable discovery,

including the right to production of relevant and material documents by the opposing Party and the right to take depositions reasonably limited in number, time and place; provided that in no event shall any Party be entitled to refuse to produce relevant and non-privileged documents or copies thereof requested by the other Party within the time limit set and to the extent required by order of the arbitration tribunal. All Disputes regarding discovery shall be promptly resolved by the arbitration tribunal. The award of the arbitration tribunal shall be in writing, state the reasons upon which the award thereof is based, be signed by all arbitrators, and be final and binding. At Ownerâ€™s sole option, any other person may be joined as an additional party to any arbitration conducted under this Section 18.2, provided that the party to be joined is or may be liable to either Party in connection with all or any part of any Dispute between the Parties. The Parties agree that judgment on the arbitration award may be entered by any court having jurisdiction thereof. Without limiting the foregoing, if there are common issues of fact or law in connection with any Disputes in an arbitration conducted under this Article 18 and any disputes in connection with any arbitration under the Trains 1 and 2 EPC Agreement or any arbitration under the Train 3 EPC Agreement, either Party may consolidate the arbitrations.A.Â Â Â Â The arbitrators for any arbitration under Section 18.2 shall be selected in accordance with this Section 18.2A.1.Â Â Â Â For Disputes less than [***] U.S. Dollars (U.S.$ [***]), Owner and Contractor shall jointly select one arbitrator within [***] ([***]) Days of the filing of the demand for arbitration with the AAA, or if the Parties fail to appoint such arbitrator within the applicable time period, then the AAA shall appoint the arbitrator in accordance with the AAA Rules.2.Â Â Â Â For Disputes [***] U.S. Dollars (U.S.$ [***]) or more, Owner and Contractor shall each appoint one (1) arbitrator within [***] ([***]) Days of the filing of the demand for arbitration with the AAA, and the two (2) arbitrators so appointed shall select the presiding arbitrator within [***] ([***]) Days after the latter of the two (2) arbitrators has been appointed by the Parties. If either Party fails to appoint its party-appointed arbitrator or if the two (2) party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time period, then the AAA shall appoint the remainder of the three (3) arbitrators not yet appointed. Each arbitrator shall be and remain at all times wholly impartial, and, once appointed, no arbitrator shall have any ex parte communications with any of the Parties or any other parties to the Dispute concerning the arbitration or the underlying Dispute, provided, however, that the Parties may have ex parte communications with their appointed arbitrators until the third arbitrator is selected.18.3Â Â Â Â Continuation of Work during Dispute. Notwithstanding any Dispute, it shall be the responsibility of Contractor to continue to prosecute all of the Work diligently and in a good and workmanlike manner in conformity with this Agreement. Except to the extent provided in Sections 16.4 or 16.5, Contractor shall have no right to cease performance hereunder or to permit the prosecution of the Work to be delayed. Owner shall, subject to its right to withhold or offset amounts pursuant to this Agreement, continue to pay Contractor undisputed amounts in accordance with this Agreement; provided, however, in no event shall the occurrence of any negotiation or litigation or arbitration prevent or limit either Party from exercising its rights under this Agreement, including either Partyâ€™s right to terminate pursuant to Article 16.ARTICLE 19 CONFIDENTIALITY19.1Â Â Â Â Contractorâ€™s Obligations. Contractor hereby covenants and warrants that Contractor and its employees, officers, directors and agents shall not (without in each instance obtaining Ownerâ€™s prior written consent) disclose, make commercial or other use of, or give or sell to any Person any of the following information, whether disclosed prior to or after the Effective Date: (i) any Work Product other than to Subcontractors or Sub-subcontractors as necessary to perform the Work or (ii) any other information relating to the business, products, services, research or development, actual or potential clients or customers, financing of the Project, designs, methods, discoveries, trade secrets, research, development or finances of Owner or any Owner Affiliate, or relating to similar information of a third party who has entrusted such information to Owner or any Owner Affiliate (hereinafter individually or collectively, â€œOwnerâ€™s Confidential Informationâ€). Prior to disclosing any information in clause (i) of this Section 19.1 to any Subcontractor or Sub-subcontractor necessary to perform the Work, Contractor shall bind such Subcontractor or Sub-subcontractor to confidentiality obligations substantially similar to those contained in this Section 19.1. Nothing in this Section 19.1 or this Agreement shall in any way prohibit Contractor or any of its Subcontractors or Sub-subcontractors from making commercial or other use of, selling, or disclosing any of their respective Contractorâ€™s Intellectual Property or Third Party Intellectual Property, nor be used to curtail Contractorâ€™s rights under Section 10.3 (provided that Contractor complies with its obligations in Section 10.3).19.2Â Â Â Â Ownerâ€™s Obligations. Owner hereby covenants and warrants that Owner and its employees and agents shall not (without in each instance obtaining Contractorâ€™s prior written consent) disclose, make commercial or other use of, or give or sell to any Person (i) any estimating or pricing methodologies or estimating or pricing information of Contractor or its Subcontractors relating to the Work, including the Equipment, or any schedule information of Contractor or its Subcontractors relating to the Work, each of which is conspicuously marked and identified in writing as confidential by Contractor, (ii) any confidential technical information provided by APCI, BASF or [***] under this Agreement, which is conspicuously marked and identified in writing as confidential by Contractor, or (iii) any Subcontractor Proprietary Information provided by those Subcontractors which are specifically identified in Part II of Attachment G (hereinafter individually or collectively, â€œContractorâ€™s Confidential Informationâ€). The Parties agree that Owner may disclose Contractorâ€™s Confidential Information to any member of the Owner Indemnified Parties, Ownerâ€™s (or Ownerâ€™s Affiliatesâ€™) consultants, contractors (provided that with respect to (i) above, such consultants and contractors are not Competitors of Contractor, with the term â€œCompetitors of Contractorâ€ meaning any entity that is an EPC contractor in the LNG liquefaction industry), underwriters and attorneys, a bona fide prospective or actual purchaser of all or a portion of Ownerâ€™s or any Owner Indemnified Partyâ€™s assets or ownership interests, a bona fide prospective assignee of all or a portion of Ownerâ€™s interest in this Agreement, any proposed or actual users of the Train 4 Facility, any prospective or actual buyers of LNG, Lenders, financial advisors and their respective representatives, rating agencies or any other party in relation to project financing for or the development of (a) the Project (including any expansion of the Train 4 Facility) or (b) the Expanded Facility or any other facility or project that Owner, including its Affiliates, joint ventures, partners or assigns, may choose to develop, design, procure or construct, provided that with respect to (b), such license shall only apply to Authorized Documents, further provided that Owner binds such persons to the confidentiality obligations no less restrictive than those contained in this Section 19.2; and further provided that APCI, BASF and [***] confidential technical information is not disclosed to direct competitors to APCI in the licensing of LNG liquefaction process technology and to direct competitors to BASF and [***] in the licensing of acid gas removal process technology without the applicable APCIâ€™s, BASFâ€™s or [***]â€™s approval. Direct competitors to APCI in the licensing of LNG liquefaction process technology are [***], Black & Veatch, Linde and Chart. Direct competitors to BASF and [***] in the licensing of acid gas removal process technology are Sulfinol and Huntsman. Contractor shall, from time to time, have the right to inform Owner by notice in writing whether any other parties are to be treated as competitors of APCI, BASF or [***] with respect to the aforementioned technology, as the case may be, for the purposes of this Section 19.2, and such competitors of APCI, BASF or [***] shall be treated as competitors upon approval of Owner (not to be unreasonably withheld). Other than as set forth in this Section 19.2, Owner shall not be restricted in any way from the disclosure of the Work Product. Owner shall be entitled to disclose to Persons that portion of Contractorâ€™s Intellectual Property and Third Party Intellectual Property for which Owner has a license to use to the extent such disclosure is consistent with the purposes for which such license is granted pursuant to Section 10.2 and provided that such recipients are bound to the confidentiality obligations similar to those in this Section 19.2 to the extent information disclosed to such recipients contains Contractorâ€™s Confidential Information. Further, Owner acknowledges that it has entered into that certain Confidentiality Agreements with the Technology Licensors (as required by the Technology Licensors), as amended, modified and/or supplemented from time to time (â€œOwner/TL CAsâ€). Notwithstanding anything to the contrary herein, the Owner/TL CAs are the exclusive document governing the access, use, handling, safeguarding, disclosure, and all other treatment by Owner of all data and other information of the applicable Technology Licensors provided pursuant to this Agreement. Owner hereby agrees to defend, indemnify and hold Contractor Indemnified Parties harmless from and against all damages, costs, losses and expenses (including all reasonable attorneysâ€™ fees and litigation or arbitration expenses) relating in any way to or arising out of any breach by Owner Indemnified Parties of the Owner/TL CAs that is not due to the fault of any Contractor Indemnified Party or any Subcontractor or Sub-subcontractor.19.3Â Â Â Â Definitions. The term â€œConfidential Informationâ€ means one or both of Contractorâ€™s Confidential Information and Ownerâ€™s Confidential Information, as the context requires. The Party having the confidentiality obligations with respect to such Confidential Information shall be referred to as the â€œReceiving Partyâ€ and the Party to whom such confidentiality obligations are owed shall be referred to as the â€œDisclosing Party.â€ The term â€œSubcontractor Proprietary Informationâ€ means, with respect to only to the Subcontractors identified in Part II of Attachment G, proprietary technical information, techniques, trademarks, trade secrets, know-how or other proprietary rights relating to the Work, including Equipment, that is conspicuously marked as such in any Work Product submitted by Contractor to Owner.19.4Â Â Â Â Exceptions. Notwithstanding Sections 19.1 and 19.2, Confidential Information shall not include: (i) information which at the time of disclosure or acquisition is in the public domain, or which after disclosure or acquisition becomes part of the public domain without violation of this Article 19; (ii) information which at the time of disclosure or acquisition was already in the possession of the Receiving Party or its employees or agents and was not previously acquired from the Disclosing Party or any of its employees or agents directly or indirectly; (iii) information which the Receiving Party can show was acquired by such entity after the time of disclosure or acquisition hereunder from a third party without any confidentiality commitment, if, to the best of Receiving Partyâ€™s or its employeesâ€™ or agentâ€™s knowledge, such third party did not acquire it, directly or indirectly, from the Disclosing Party or any of its employees or agents; (iv) information independently developed by the Receiving Party without benefit of the Confidential Information; and (v) information which is required by Applicable Law, including the Securities and Exchange Commission or other agencies in connection with the Train 4 Facility to be disclosed; provided, however, that prior to such disclosure, the Receiving Party gives reasonable notice to the Disclosing Party of the information required to be disclosed.19.5Â Â Â Â Equitable Relief. The Parties acknowledge that in the event of a breach of any of the terms contained in this Article 19, the Disclosing Party would suffer irreparable harm for which remedies at law, including damages, would be inadequate, and that the Disclosing Party shall be entitled to seek equitable relief therefor by injunction, in addition to any and all rights and remedies available to it at law and in equity, without the requirement of posting a bond.19.6Â Â Â Â Term. The confidentiality obligations of this Article 19 shall survive the expiration or termination of this Agreement for a period of ten (10) years following the expiration or earlier termination of this Agreement; provided, however, the confidentiality obligations of Owner in Section 19.2(ii) shall survive the expiration or termination of this Agreement for a period of fifteen (15) years following the expiration of the Defect Correction Period of this Agreement.ARTICLE 20 LIMITATION OF LIABILITY20.1Â Â Â Â Contractor Aggregate Liability. Notwithstanding anything to the contrary in this Agreement, Contractor Indemnified Parties shall not be liable to Owner Indemnified Parties under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution or any other cause of action for cumulative aggregate amounts in excess of an amount equal to [***] U.S. DOLLARS (U.S.$ [***]) (â€œAGGREGATE CAPâ€)AND OWNER SHALL RELEASE CONTRACTOR INDEMNIFIED PARTIES FROM ANY LIABILITY IN EXCESS THEREOF; PROVIDED THAT, NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY AND RELEASE SET FORTH IN THIS SECTION 20.1 SHALL NOT (I) APPLY TO CONTRACTORâ€™S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT WITH RESPECT TO CLAIMS BROUGHT BY A THIRD PARTY UNDER SECTIONS 17.1A, 17.1B, 17.1C, 17.1E, 17.1H, 17.1I, 17.1J, OR 17.3 OR ITS OBLIGATIONS UNDER SECTIONS 8.2A, 9.1E, 17.5, or 17.6; (ii) apply to Contractorâ€™s obligation to deliver to Owner full legal title to and ownership of all or any portion of the Work and Train 4 Facility as required under this Agreement; (iii) include the payment of proceeds under any insurance policy of Contractor or any of its Subcontractors or Sub-subcontractors required under this Agreement; or (iv) apply in the event of Contractorâ€™s fraud, or Abandonment of the Work. In no event shall the limitation of liability set forth in this Section 20.1 be in any way deemed to limit Contractorâ€™s obligations to (a) complete the Work for the compensation provided under this Agreement or (b) perform all Work required to achieve Substantial Completion and Final Completion. The costs incurred by Contractor in performing the Work shall not be counted against the limitation of liability set forth in this Section 20.1. For avoidance of doubt, amounts paid to Owner by Contractor for Liquidated Damages shall be counted against the limitation of liability set forth in this Section 20.1.20.2Â Â Â Â Limitation on Contractorâ€™s Liability for Liquidated Damages.A.Â Â Â Â DELAY LIQUIDATED DAMAGES. SUBJECT TO SECTION 20.2C, CONTRACTORâ€™S MAXIMUM LIABILITY TO OWNER FOR DELAY LIQUIDATED DAMAGES SHALL BE [***] U.S. DOLLARS (U.S.$ [***]).B.Â Â Â Â PERFORMANCE LIQUIDATED DAMAGES. SUBJECT TO SECTION 20.2C, CONTRACTORâ€™S MAXIMUM LIABILITY TO OWNER FOR PERFORMANCE LIQUIDATED DAMAGES SHALL BE [***] U.S. DOLLARS (U.S.$[***]).C.Â Â Â Â EXCEPTIONS TO LIMITATIONS OF LIABILITY UNDER SECTION 20.2. SECTION 20.2A SHALL NOT BE CONSTRUED TO LIMIT CONTRACTORâ€™S OTHER OBLIGATIONS OR LIABILITIES UNDER THIS AGREEMENT (INCLUDING (I) ITS OBLIGATIONS TO COMPLETE THE WORK FOR THE COMPENSATION PROVIDED UNDER THIS AGREEMENT, (II) ITS OBLIGATIONS TO ACHIEVE THE KEY DATES (INCLUDING SUBSTANTIAL COMPLETION AND FINAL COMPLETION) AND (III) WITH RESPECT TO SECTION 20.2B, ITS OBLIGATIONS WITH RESPECT TO MINIMUM ACCEPTANCE CRITERIA AND WARRANTIES), NOR SHALL THE LIMITS SPECIFIED IN THIS SECTION 20.2 OR THE LIMITATIONS IN SECTION 20.3B APPLY IN THE EVENT OF Contractorâ€™s fraud, or Abandonment of the Work.20.3Â Â Â Â Liquidated Damages in General.A.Â Â Â Â Liquidated Damages Not Penalty. It is expressly agreed that Liquidated Damages payable under this Agreement do not constitute a penalty and that the Parties, having negotiated in good faith for such specific Liquidated Damages and having agreed that the amount of such Liquidated Damages is reasonable in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such Liquidated Damages. If Contractor, Guarantor or anyone on their behalf successfully challenges the enforceability of the per Day amount of any Delay Liquidated Damages, or the per unit rate of any Performance Liquidated Damages Contractor specifically agrees to pay Owner all actual damages incurred by Owner in connection with such breach, including any and all Consequential Damages (such as loss of profits and revenues, business interruption, loss of opportunity and use) and all costs incurred by Owner in proving the same (including all attorneysâ€™ fees, and litigation or arbitration expenses) without regard to any limitations whatsoever set forth in this Agreement other than Section 20.1 and Section 20.2. For the avoidance of doubt, this Section 20.3A shall not preclude Contractor from contesting whether it is responsible for (a) delays giving rise to Ownerâ€™s claims for Delay Liquidated Damages or (b) the failure to achieve the Performance Guarantees.B.Â Â Â Â Liquidated Damages as Exclusive Remedy. Payment of any Liquidated Damages shall in no way affect Ownerâ€™s right to terminate this Agreement under Section 16.1A(xii), or receive other Liquidated Damages contemplated in this Agreement for any other aspect of Contractorâ€™s obligations hereunder. Without limitation of Ownerâ€™s rights under Section 16.1A(xii) and subject to Section 20.3A:1.Â Â Â Â Delay Liquidated Damages shall be the sole and exclusive remedy owed by Contractor for delay in achieving the Guaranteed Substantial Completion Date set forth in Section 5.3A; and2.Â Â Â Â Performance Liquidated Damages shall be the sole and exclusive remedy owed by Contractor for failure of the Work to achieve any of the Performance Guarantees PROVIDED THAT the Minimum Acceptance Criteria is achieved and Contractor complies with its corrective action obligations under Section 11.5A.20.4Â Â Â Â Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, NEITHER THE OWNER INDEMNIFIED PARTIES NOR CONTRACTOR INDEMNIFIED PARTIES (IN CONNECTION WITH THE WORK, THE PHASE 1 WORK, AND TRAIN 5 WORK) (NOR THEIR SUBCONTRACTORS OR SUB-SUBCONTRACTORS (IN CONNECTION WITH THE WORK) AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OF CONTRACTOR (IN CONNECTION WITH THE PHASE 1 WORK OR TRAIN 5 WORK)) SHALL BE LIABLE UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, OR UNDER ANY CAUSE OF ACTION RELATED TO DAMAGE OR DESTRUCTION OF TRAIN 1, TRAIN 2, TRAIN 3, TRAIN 4 OR TRAIN 5, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR THE FOLLOWING SPECIFIC HEADS OF LOSS WHETHER SUCH LOSS IS DIRECT, INDIRECT OR CONSEQUENTIAL: LOSS OF PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF REVENUES, LOSS OF FINANCING, LOSS OF BONDING CAPACITY, COSTS OF CAPITAL OR OF OBTAINING OR MAINTAINING FINANCING, LOSS OF GOODWILL, LOSS OF PRODUCTION, LOSS OF PRODUCTIVITY, BUSINESS INTERRUPTION, CLAIMS BY OWNERâ€™S CUSTOMERS FOR ECONOMIC LOSS OR BUSINESS INTERRUPTION, OR DAMAGES OR LOSSES FOR PRINCIPAL OFFICE EXPENSES INCLUDING COMPENSATION OF PERSONNEL STATIONED THERE, COST OF OBTAINING AND MAINTAINING FINANCE (ALL THE ABOVE TYPES OF DAMAGE BEING â€œCONSEQUENTIAL DAMAGESâ€), AND OWNER INDEMNIFIED PARTIES SHALL RELEASE THE CONTRACTOR INDEMNIFIED PARTIES (IN CONNECTION WITH THE WORK, THE PHASE 1 WORK, AND TRAIN 5 WORK) AND THEIR SUBCONTRACTORS OR SUB-SUBCONTRACTORS (IN CONNECTION WITH THE WORK) AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OF CONTRACTOR (IN CONNECTION WITH THE PHASE 1 WORK AND TRAIN 5 WORK), AND CONTRACTOR INDEMNIFIED PARTIES (IN CONNECTION WITH THE WORK, THE PHASE 1 WORK, AND THE TRAIN 5 WORK) AND THEIR SUBCONTRACTORS OR SUB-SUBCONTRACTORS (IN CONNECTION WITH THE WORK) AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OF CONTRACTOR (IN CONNECTION WITH THE PHASE 1 WORK

AND TRAIN 5 WORK; PROVIDED THAT SUBCONTRACTORS OR SUB-SUBCONTRACTORS IN CONNECTION WITH PHASE 1 WORK SHALL NOT BE REQUIRED TO PROVIDE A RELEASE TO THE OWNER INDEMNIFIED PARTIES UNDER THIS AGREEMENT TO THE EXTENT THEIR SUBCONTRACT FOR THE PHASE 1 WORK IS EXECUTED PRIOR TO THE EFFECTIVE DATE) SHALL RELEASE OWNER INDEMNIFIED PARTIES, FROM AND AGAINST ANY LIABILITY FOR SUCH CONSEQUENTIAL DAMAGES; PROVIDED THAT THE EXCLUSION OF LIABILITY SET FORTH IN THIS SECTION 20.4 (I) IS NOT INTENDED TO PREVENT CONTRACTOR FROM RECEIVING PROFIT TO THE EXTENT THAT CONTRACTOR IS ENTITLED TO RECEIVE SUCH PROFIT UNDER THE PROVISIONS OF THIS AGREEMENT; (II) SHALL NOT APPLY TO LIQUIDATED DAMAGES; (III) SHALL NOT APPLY TO CONTRACTORâ€™S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT FOR DAMAGES CLAIMED BY ANY THIRD PARTY UNDER SECTIONS 17.1E, 17.1H, 17.1I,17.1J and 17.5; and (iv) shall not apply where Consequential Damages are expressly permitted under Section 20.3A. For the purposes of Section 20.1 and this Section 20.4,the term â€œThird Partyâ€ means any Person other than Owner Indemnified Parties and Contractor Indemnified Parties except for employees, officers and directors of Owner Indemnified Parties and Contractor Indemnified Parties.20.5Â Â Â Â Exclusive Remedies. Where a remedy specified in this Agreement is expressly stated to be a Partyâ€™s sole and exclusive remedy, it is intended that such remedy shall be the sole and exclusive remedy of such Party for the matter in question, notwithstanding any remedy otherwise available at law or in equity.20.6Â Â Â Â Application of Liability Limitations. Except to the extent expressly prohibited by Applicable Law, the waivers and disclaimers of liability, releases from liability, exclusions, limitations and apportionments of liability and indemnities expressed in this Agreement shall apply even in the event of fault, negligence (in whole or in part), strict liability, breach of contract or otherwise of the Party released or whose liability is waived, disclaimed, limited, fixed or indemnified and shall extend in favor of members of the Owner Indemnified Parties and the Contractor Indemnified Parties.ARTICLE 21 MISCELLANEOUS PROVISIONS21.1Â Â Â Â Entire Agreement. This Agreement, including the Attachments and Schedules attached to and incorporated into this Agreement, contains the entire understanding of the Parties with respect to the subject matter hereof and incorporates any and all prior agreements, including the FEED Agreement, and commitments with respect thereto. There are no other oral understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. General or special conditions included in any of Contractorâ€™s price lists, invoices, tickets, receipts or other such documents presented to Owner shall have no applicability to Owner with respect to this Agreement. Without limitation, this Agreement supersedes in its entirety the FEED Agreement any other agreements between the Parties or their Affiliates related to the Train 4 Facility (including any confidentiality or non- disclosure agreements). All services performed under the FEED Agreement shall be governed by the terms and conditions set forth in this Agreement, except that Contractor agrees that it has been fully paid for any services performed under the FEED Agreement, and any disclosures made prior to the Effective Date under any confidentiality or non-disclosure agreements between Owner or its Affiliates and Contractor with respect to the Train 4 Facility shall be governed under this Agreement.21.2Â Â Â Â Amendments. Other than Change Directives issued by Owner to Contractor pursuant to Section 6.1E or Section 6.2D, no change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification is in writing and duly executed by both Parties hereto.21.3Â Â Â Â Joint Effort. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.21.4Â Â Â Â Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein.21.5Â Â Â Â Notice. Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be either (i) hand delivered; (ii) delivered by same-Day or overnight courier; or (iii) delivered by certified mail, return receipt requested, to the other Party at the address set forth below. Notices, demands, offers and other communications may be delivered via email as a courtesy; however, delivery in such manner shall not be deemed to fulfill the notice requirements of this Section 21.5.A.Â Â Â Â If delivered to Owner:Rio Grande LNG Train 4, LLC 1000 Louisiana StreetSuite 3300Houston, Texas 77002 Attn: [***]E-mail: [***] with a copy to:Rio Grande LNG Train 4, LLC1000 Louisiana StreetSuite 3300Houston, Texas 77002 Attn: [***]E-mail: [***]B.Â Â Â Â If delivered to Contractor: Bechtel Energy Inc.2105 CityWest Pl.Houston, Texas 77042 Attn: [***]E-mail: [***] with a copy to:Bechtel Energy Inc.2105 CityWest Pl.Houston, Texas 77042 Attn: [***]Email: [***]Each Party shall have the right to change the place to which notice shall be sent or delivered by sending a similar notice to the other Party in like manner. Notices, demands, offers or other written instruments shall be deemed to be received: (1) if delivered by hand, by same-day or overnight courier service, or certified mail on the date actually received at the address of the intended recipient; or (2) if sent by facsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipientâ€™s facsimile number.21.6Â Â Â Â Severability. If any provision or part thereof in this Agreement is determined to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not impair the operation of or affect those remaining portions of such provision and this Agreement that are legal, valid and enforceable. Such provision or part thereof will be modified so as to be legal, valid and enforceable consistent as closely as possible with the intent of the original language of such provision or part thereof and shall be enforced to the extent possible consistent with Applicable Law. If the illegality, invalidity or unenforceability of such provision or part thereof cannot be modified consistent with the intent of the original language, such provision will be deleted and treated as if it were never a part of this Agreement and shall not affect the validity of the remaining portions of the provision or this Agreement.21.7Â Â Â Â Assignment.A.Â Â Â Â Neither Party may novate its rights or responsibilities under this Agreement without the prior written consent of the other Party; provided that, Owner may elect to novate this Agreement, all rights, title and interest in this Agreement, the Work Product and all intellectual property rights, and all liabilities and obligations related thereto, without Contractorâ€™s consent, to either (i) an Affiliate or (ii) any Person that purchases an interest in all or part of the Train 4 Facility; provided further that, it shall be a condition precedent to the effectiveness of any such novation to a Person in (i) or (ii) that: (x) Owner has transferred its ownership interest in the Train 4 Facility to the Affiliate or other Person that is the proposed assignee; (y) such Affiliate or other Person shall be capable of making, and shall make, the representations and warranties in Article 15 of this Agreement; and (z) such Affiliate or Person provides Contractor with a statement, signed by a duly authorized officer of such entity, confirming that such assignee has sufficient funds, which may be through financing, to fulfill its payment obligations under this Agreement as payments become due hereunder. Upon written notice to Contractor, Contractor will execute a document substantially in the form of Attachment N.B.Â Â Â Â In addition to the novation as expressly provided in Section 21.7 above, this Agreement may be assigned by either Party only upon the prior written consent of the non- assigning Party hereto, except that: (i) Owner may assign this Agreement and all rights, title and interest in this Agreement to any of its Affiliates by providing notice to Contractor; and (ii) Owner may for the purpose of providing collateral, assign, pledge and/or grant a security interest in this Agreement to any lender without Contractorâ€™s consent by providing notice to Contractor. Upon written notice to Contractor, Contractor will execute any document required by Owner, acting reasonably, to effect such assignment and/or pledge or grant. When duly assigned in accordance with this Section 21.7B, this Agreement shall be binding upon and shall inure to the benefit of the assignee, provided that any assignment by Contractor or Owner (but not novation) pursuant to this Section 21.7B shall not relieve Contractor or Owner (as applicable) of any of its obligations or liabilities under this Agreement. Any unauthorized assignment shall be null and void.C.Â Â Â Â The Parties agree to look solely to each other with respect to performance of this Agreement. The Parties only rights to assign or novate this Agreement are set forth in this Section 21.7. Any assignment and/or novation not in accordance with this Section21.7Â Â Â Â shall be void and without force or effect.21.8Â Â Â Â No Waiver. Any failure of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the term of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provisions.21.9Â Â Â Â Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Texas (without giving effect to the principles thereof relating to conflicts of law). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and shall be disclaimed in and excluded from any Subcontracts entered into by Contractor in connection with the Work or the Train 4 Facility.21.10Â Â Â Â Foreign Corrupt Practices Act and Import/Export Compliance.A.Â Â Â Â Contractor shall, and Contractor shall require each of its Subcontractors and Sub-subcontractors, and the agents and employees of such Subcontractors and Sub- subcontractors, to comply with all provisions of the Foreign Corrupt Practices Act of the United States 15 U.S.C. Â§ 78dd-1 to -3, as amended (â€œFCPAâ€), the UK Bribery Act 2010 (â€œUK Bribery Actâ€) and the requirements of the Organization for Economic Co-operation and Developmentâ€™s (â€œOECDâ€) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Contractor shall not, and Contractor shall require each of its Subcontractors and Sub-subcontractors (and the agents and employees of such Subcontractors and Sub-subcontractors) not to (i) make direct or indirect payments of a corrupt nature, to employees, agents or public employees of a government, or candidates or active members of political parties, in order to obtain or maintain business, or (ii) take any action that could result in Contractor, Owner or any of their Affiliates becoming subject to any action, penalty or loss of benefits under the FCPA or OECD.B.Â Â Â Â In connection with the Work to be performed under this Agreement, Contractor shall comply with, and shall cause its Subcontractors and Sub-subcontractors to comply with all applicable Export Control Laws.21.11Â Â Â Â Successors and Assigns. This Agreement shall be binding upon the Parties hereto, their successors and permitted assigns.21.12Â Â Â Â Attachments and Schedules. All Attachments and Schedules are incorporated into this Agreement by such reference and shall be deemed to be an integral part of this Agreement.21.13Â Â Â Â Obligations. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Contractor and Owner.21.14Â Â Â Â Further Assurances. Contractor and Owner agree to provide such information, execute and deliver any such instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party that are not inconsistent with the provisions of this Agreement and that do not involve the assumptions of obligations (including liabilities) greater than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement. In addition, Contractor agrees to cooperate with Owner and any Lender (i) to supply such information and documentation, (ii) to grant such written consents to the assignment of this Agreement, (iii) to execute such amendments to this Agreement as any Lender may require to the extent that the requested changes do not materially adversely affect the rights and obligations or limitations of liability of Contractor hereunder, and (iv) to take such action or execute such documentation as any Lender shall reasonably require.21.15Â Â Â Â Priority. The documents that form this Agreement are listed below in order of priority, with the document having the highest priority listed first and the one with the lowest priority listed last. Subject to Section 1.1 under the definition of Applicable Codes and Standards regarding conflicts or inconsistencies between any Applicable Codes and Standards, in the event of any conflict or inconsistency between a provision in one document and a provision in another document, the document with the higher priority shall control. In the event of a conflict or inconsistency between provisions contained within the same document, then the provision that requires the highest standard of performance on the part of Contractor shall control. This Agreement is composed of the following documents, which are listed in priority:A.Â Â Â Â Change Orders or written amendments to this Agreement;B.Â Â Â Â this Agreement; andC.Â Â Â Â Attachments and Schedules to this Agreement.21.16Â Â Â Â Restrictions on Public Announcements. Neither Contractor nor its Subcontractors or Sub-subcontractors shall (i) publish or cause to be made public any photographs of any part of the Train 4 Facility or (ii) issue a press release, advertisement, publicity material, prospectus, financial document or similar matter, or (iii) participate in a media interview that mentions or refers to the Work, the Project or any part of the Train 4 Facility without the prior written consent of Owner, not to be unreasonably withheld, provided that Contractor shall not be required to obtain Ownerâ€™s prior written consent of Contractorâ€™s issuance of a press release to correct any errors made by Owner concerning Contractor in a prior press release issued by Owner if Contractor first gives Owner [***] ([***]) Daysâ€™ prior written notice of Contractorâ€™s intent to issue such corrective press release and an opportunity of Owner to correct such error within such [***] ([***]) Day period. Under no circumstance shall Contractor permit access on the site of Third Parties who are not involved in the performance of the Work without prior written consent of Owner.21.17Â Â Â Â Parent Guarantee. On or before the Effective Date, Guarantor shall provide an irrevocable, unconditional parent guarantee in the form attached as Attachment U (â€œParent Guaranteeâ€) guaranteeing the full and faithful performance of Contractor under this Agreement.21.18Â Â Â Â Language. This Agreement and all notices, communications and submittals between the Parties pursuant to this Agreement shall be in the English language.21.19Â Â Â Â Counterparts. This Agreement may be signed in any number of counterparts and each counterpart (when combined with all other counterparts) shall represent a fully executed original as if one copy had been signed by each of the Parties. Facsimile signatures shall be deemed as effective as original signatures.21.20Â Â Â Â Ownerâ€™s Lender. In addition to other assurances provided in this Agreement, Contractor acknowledges that Owner intends to obtain project financing associated with the Project and Contractor agrees to cooperate with Owner and Lender (including Independent Engineer) in connection with such project financing, including entering into direct agreements with Lender (which shall be substantially in the form of Attachment AA), covering matters that are customary in project financings of this type such as Lender assignment or security rights with respect to this Agreement, direct notices to Lender, step-in/step-out rights, access by Lenderâ€™s representative and other matters applicable to such project financing. Subject to the terms of this Agreement, such cooperation includes cooperation with lenders with respect to any expansion to the Train 4 Facility. Contractor acknowledges and agrees that NTP is contingent upon obtaining such non-recourse project financing and agrees further that in the event Owner does not obtain such project financing, Owner shall not be liable to Contractor by reason of any terms and conditions contained in or connected with this Agreement, except for any Work performed by Contractor in accordance with this Agreement under an LNTP and any amounts owed under Section 16.2.21.21Â Â Â Â Phase 1 Facilities.A.Â Â Â Â Notwithstanding anything to the contrary in this Agreement, the work performed under the Trains 1 and 2 EPC Agreement is governed by the Trains 1 and 2 EPC Agreement, the work performed under the Train 3 EPC Agreement is governed by the Train 3 EPC Agreement, and the Work performed under this Agreement is governed by this Agreement.B.Â Â Â Â In addition and notwithstanding anything to the contrary in this Agreement, Contractor acknowledges that it shall not be entitled to any modification of the Contract Price, Guaranteed Dates or any other Changed Criteria under this Agreement arising out of or relating to (i) any acts or omissions of Contractor or any of its subcontractors or sub- subcontractors in connection with the Trains 1 and 2 EPC Agreement, the Train 3 EPC Agreement or the Phase 1 Facilities, or (ii) any act, instruction or direction by Rio Grande LNG, LLC or anyone acting for or on behalf of Rio Grande LNG, LLC in accordance with the Trains 1 and 2 EPC Agreement or Train 3 EPC Agreement; provided that in no case shall this be interpreted to entitle Contractor to a change, but instead Contractor shall only be entitled to relief to the extent permitted under Article 6. Similarly, notwithstanding anything to the contrary in this Agreement, Contractor acknowledges that it shall not be entitled to any modification of the contract price, guaranteed dates or any other changed criteria under the Trains 1 and 2 EPC Agreement or Train 3 EPC Agreement arising out of or relating to (i) any acts or omissions of Contractor or any of its Subcontractors or Sub- subcontractors in connection with this Agreement or the Train 4 Facility, or (ii) any act, instruction or direction by Owner or anyone acting for or on behalf of Owner in accordance with this Agreement.C.Â Â Â Â Without limiting the foregoing, the waivers and disclaimers of liability, releases from liability, exclusions, limitations and apportionments of liability and indemnities expressed in the Trains 1 and 2 EPC Agreement, Train 3 EPC Agreement and this Agreement shall apply to the work performed under each agreement respectively and shall not supersede any such rights, obligations or liabilities that arise out of the other agreement.21.22Â Â Â Â Potential Lenders, Potential Equity Investors and Equity Participants.A.Â Â Â Â Potential Lenders. Owner shall provide to Contractor the identity of Potential Lenders that have signed confidentiality agreements with Owner. As used herein, â€œPotential Lenderâ€ shall mean any commercial bank, insurance company, investment or mutual fund or other entity that is an â€œaccredited investorâ€ (as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended) and which extends credit, buys loans and is in the business of lending as one of its businesses.B.Â Â Â Â Potential Equity Investors. Prior to disclosure of any Work Product by Owner to any potential equity investor in Owner in connection with the Project, Owner shall obtain a waiver from such potential equity investor agreeing that it is not relying upon such Work Product in making any investment decision in connection with the Project and waiving and releasing any claim it may have against Contractor or Contractorâ€™s Affiliates on account of any such reliance or purported reliance.C.Â Â Â Â Equity Participants. Ownerâ€™s successors, assigns and any future recipient of any equity ownership in Owner (excluding Lenders) shall be bound by the releases and limitations on liability set forth in Sections 8.2B, 12.5, 16.1B, 17.1B, 20.1, 20.2, 20.3 and20.4 of this Agreement, and Owner shall obtain the express written agreement of such equity participants to be bound by such releases, limitations of liability and other protections of Contractor.21.23Â Â Â Â Survival. Article 9, Article 10, Article 12, Article 14, Article 15, Article 16, Article17, Article 18 and Article 19, Article 20, Sections 3.6, 3.8, 3.13, 3.17, 8.1, 8.2, 11.10, 21.7, 21.9, 21.17, 21.22C and this Section 21.23 shall survive termination or expiration of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond the termination or expiration of this Agreement.[Signature Page Follows]IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:Owner:RIO GRANDE LNG TRAIN 4, LLCBy: [***]Â Â Â Â Name: [***]Title:

[***]Contractor:BECHTEL ENERGY INC.By: [***]Â Â Â Â Name: [***]Title: [***]Redacted versionATTACHMENT ASCOPE OF WORKPage 1 of 63This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001SCHEDULE A-1EPC SCOPE OF WORK FORRIO GRANDE LNG FACILITY TRAIN 4 RG2-NTD-000-PE-SOW-00001REVDATEREVISION DESCRIPTIONORIGINATORREVIEWER/ ENDORSERAPPROVER005AUG24Issued for Use[***][***][***]Page 2 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Revision Notes and Holds HistoryRevisionDescription of Changes and NotesA[***]Table of Contents1.0Â Â Â Â INTRODUCTIONÂ Â Â Â 71.1Â Â Â Â Project DescriptionÂ Â Â Â 71.2Â Â Â Â Scope of documentÂ Â Â Â 72.0Â Â Â Â BASIS FOR EPC EXECUTIONÂ Â Â Â 73.0Â Â Â Â DEFINITIONSÂ Â Â Â 74.0Â Â Â Â OWNERS EXECUTION PHILOSOPHYÂ Â Â Â 174.1Â Â Â Â Project managementÂ Â Â Â 174.2Â Â Â Â Health, Safety and SecurityÂ Â Â Â 174.3Â Â Â Â EnvironmentalÂ Â Â Â 184.4Â Â Â Â PermittingÂ Â Â Â 184.5Â Â Â Â QualityÂ Â Â Â 184.6Â Â Â Â Cost and Schedule BalanceÂ Â Â Â 184.7Â Â Â Â CommercialÂ Â Â Â 184.8Â Â Â Â EngineeringÂ Â Â Â 184.9Â Â Â Â Construction Management, Startup and OperationsÂ Â Â Â 194.10Â Â Â Â Community and Stakeholder EngagementÂ Â Â Â 194.11Â Â Â Â ReportingÂ Â Â Â 195.0Â Â Â Â EPC AGREEMENT REFERENCE DOCUMENT LISTÂ Â Â Â 196.0Â Â Â Â SCOPE OF FACILITIESÂ Â Â Â 207.0Â Â Â Â CONTRACTOR SCOPE OF WORKÂ Â Â Â 217.1Â Â Â Â Home Office ServicesÂ Â Â Â 227.2Â Â Â Â Supply of Equipment and Materials Required to Construct the FacilityÂ Â Â Â 227.3Â Â Â Â Traffic and Logistics ServicesÂ Â Â Â 227.4Â Â Â Â Materials Management ServicesÂ Â Â Â 227.5Â Â Â Â Subcontracted ServicesÂ Â Â Â 227.6Â Â Â Â Services Required to Construct the FacilityÂ Â Â Â 227.7Â Â Â Â Precomissioning and Commissioning ServicesÂ Â Â Â 237.8Â Â Â Â SIMOPSÂ Â Â Â 237.9Â Â Â Â Training of Owner PersonnelÂ Â Â Â 247.10Â Â Â Â Assistance to OwnerÂ Â Â Â 24Page 3 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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At full build-out the Full Facility will ultimately be comprised of five (5) LNG liquefaction trains with tie-ins for [***], four (4) LNG storage tanks, two (2) marine loading jetties with associated utilities and infrastructure as further described in the Basis of Design (the â€œBODâ€).2.0Â Â Â Â BASIS FOR EPC EXECUTIONContractor shall develop detailed engineering design for Train 4 and LNG Storage Tank 3, and undertake procurement, construction, commissioning, start-up and initial operation of the Facility in accordance with the BOD, and as defined in the Agreement. The design of Train 4 shall be, to the extent described in Section 6, identical to Trains 1, 2 and 3.Contractor shall design and construct the Facility in compliance with the Agreement, Applicable Law, and Applicable Codes and Standards.3.0Â Â Â Â DEFINITIONSDefinitions are provided below. Capitalized terms set forth herein that are not defined will have the meaning as agreed in the Agreement, as applicable. In the event that there is a conflict between the Agreement and this document, the terms and conditions in the Agreement prevail.TermDefinition2DTwo-dimensional3DThree-dimensionalPage 10 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. 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Owner and Contractor are entitled to a Change Order in accordance with Article 6 of the AgreementPage 11 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. 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subsystem and prior to RFSU, including the introduction of inert gas to oxygen free the systems and subsystems, commencement of the drying out process and tightness tests performed with inert gas at operating pressures, as further set forth in Attachment A and the performance and completion of the activities or the Commissioning checklists agreed to by Owner and Contractor.Commissioning Spare PartsSpare parts for pre-commissioning, Commissioning, testing and start- up activities required to achieve Substantial CompletionCommon SystemsThose portions of the Full Facility that will be utilized by Trains 1 through 4, including, for example, certain utilities, instruments, control systems and piping. The applicable Common Systems will be designed, procured and constructed such that Train 1, Train 2, Train 3 and Train 4 may be operated simultaneously or individually at the design conditions set forth in the Agreement. The Common Systems are set forth in this Attachment A.Construction EquipmentThe equipment, machinery, temporary structures, scaffolding, materials, tools, supplies and systems, purchased, owned, rented or leased by Contractor or its Subcontractors or Sub-subcontractors for use in accomplishing the Work, but not intended for incorporation into the Facility.Page 12 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. 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Equipment excludes Construction Equipment.Expanded FacilityAs defined in Article 1 of the Agreement.TermDefinitionFull FacilityThe full development of the facility consisting of five (5) liquefaction units and associated facilities with an aggregate [***] MTPA export capacity, a future potential liquefaction unit and associated facilities, four (4) LNG Storage Tanks, two (2) marine jetties for ocean-going LNG carriers, one (1) turning basin and LNG tanker truck loading bays.FacilityThe Train 4 Facility comprised of a turnkey liquefied natural gas (â€œLNGâ€) liquefaction facility, consisting of one (1) greenfield liquefaction unit having an nominal LNG production capacity of up to approximately [***] million metric tonnes per annum (â€œmtpaâ€) and associated greenfield and brownfield facilities, for the purpose of liquefying natural gas to form LNG, including feed gas treatment facilities, and all systems and infrastructure, including temporary facilities, from the feed gas pipeline tie-in to the LNG rundown tie-in, and all related appurtenances thereto, as further described in the Agreement and attachments.Page 13 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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There is no scope for Permanent Buildings.PermitAny valid waiver, certificate, approval, consent, license, exemption, variance, franchise, permit, authorization or similar order or authorization from any Governmental Instrumentality required to be obtained or maintained in connection with the Facility, the Site or the Work.PersonAny individual, company, joint venture, corporation, partnership, association, joint stock company, limited liability company, trust, estate, unincorporated organization, Governmental Instrumentality or other entity having legal capacity.Phase 1 FacilitiesAs defined in Section 1 of the Agreement Terms and ConditionsPlantMeans the same as â€œFacilityâ€TermDefinitionPage 15 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001RAMReliability, Availability and MaintainabilityReady for Feed Gas Introduction or RFFGIWith respect to Train 4, that all of the following have occurred: (i) Contractor has commissioned the systems and subsystems for RFFGI of Equipment for such Train and completed the activities necessary to support the introduction of hydrocarbons, including the utility and process systems, safeguarding and shutdown systems have been pre- commissioned, commissioned and integrity verified, all as set forth in greater detail in Attachment A and Attachment M; (ii) such Train is ready for acceptance of natural gas feed; (iii) Contractor has provided the required documents for FERC approval; and (iv) Contractor has delivered to Owner a RFFGI Certificate in the form of Schedule L-1 and Owner has accepted such certificate by signing such certificate.TermDefinitionReady for Start-up or RFSUWith respect to Train 4, that all of the following have occurred: (i) Contractor has achieved and maintained Ready for Feed Gas Introduction for Train 4; (ii) all activities necessary to support the introduction of hydrocarbons, including all utility and process utility, safeguarding and shutdown systems have been pre-commissioned, commissioned and integrity verified; (iii) Commissioning is complete, cool down can commence for Train 4, and Train 4 is ready for startup and acceptance of feed gas; (iv) Equipment vendor representatives and other specialist Subcontractors required to support RFSU and early operations are mobilized at the Site; (v) Contractor has delivered to Owner a RFSU Certificate in the form of Schedule L-3 and Owner has accepted such certificate by signing such certificate; and (vi) performance by Contractor of all other obligations required under the Agreement for RFSU of Train 4.Page 17 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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For the avoidance of doubt, the Site does not include any restricted areas designated in Attachment Z.TermDefinitionSpare PartsCommissioning spare parts, Capital Spare Parts and Operating Spare PartsPage 18 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001TermDefinitionThat all of the following have occurred with respect to Train 4: (i)RFFGI has been achieved for Train 4; (ii) RFSU has been achievedfor Train 4; (iii) RLFC has been achieved for Train 4; (iv) allMinimum Acceptance Criteria have been achieved; (v) in the case thatall Performance Guarantees have not been achieved, Owner hasaccepted (such acceptance not to be unreasonably withheld)Contractorâ€™s corrective work plan, and Contractor has turned over theTrain pursuant to Section 11.5A of the Agreement; (vi) Contractorand Owner have agreed upon a list of Punchlist items as set forth inSection 11.6 of the Agreement; (vii) any Delay Liquidated Damagesdue and owing have been paid to Owner in accordance with Section13.2 of the Agreement; (viii) the entire Work related to Train 4(including training and the delivery of all documentation, manualsand instruction books necessary for safe and proper operation) hasbeen completed, except for Punchlist items, in accordance with theSubstantial Completion or SCrequirements and Specifications of the Agreement; (ix) Contractorhas delivered to Owner all Capital Spare Parts for Train 4 in accordance with Section 3.4B of the Agreement; (x) Contractor hasdelivered to Owner the applicable Substantial Completion Certificatein the form of Schedule L-5 and as required under Section 11.3 of theAgreement and Owner has accepted such certificate by signing suchcertificate; (xi) Train 4 is available for commercial operation inaccordance with the requirements of the Agreement, and with respectto Substantial Completion of Train 4, Train 4 has been integrated withPhase 1 Facilities; (xii) Contractor has obtained all Permits requiredto be obtained by Contractor under the Agreement; and (xiii)Contractor has delivered to Owner a fully executed Interim Lien andClaim Waiver in the form of Schedules K-1 and K-2, fully executedInterim Lien and Claim Waivers from all Major Subcontractors in theform of Schedules K-3 and K-4 and, if requested by Owner, fullyexecuted Interim Lien and Claim Waivers from all Major Sub-subcontractors substantially in the form of Schedules K-3 and K-4,covering all Work up to the date of Substantial Completion.TBETechnical bid evaluationPage 20 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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For the avoidance of doubt, the Work shall include the Train 4 Work.(W)PQR(Weld) Procedure Qualification RecordWPSWeld Procedure Specification4.0Â Â Â Â OWNERS EXECUTION PHILOSOPHYKey philosophies and guiding principles that Owner strives to adopt for the Project are discussed in this section.4.1Â Â Â Â PROJECT MANAGEMENTÂ Â Â Â Contractor and Owner shall work together in an open, transparent, and cooperative manner in the interest of the Project to deliver a Project that is successful for both Parties;Â Â Â Â Contractor and Owner shall work together to minimize risk exposure for both Parties;Â Â Â Â Ownerâ€™s Project team shall be structured on a lean, fit- for-purpose basis, applying spot checks in witness points and selective audits. It shall be structured to engage with the Contractorâ€™s team in an efficient manner;Â Â Â Â Contractor shall submit to Owner a Project Execution Plan which details their organization structure (e.g. sole execution or joint venture, construction management team / Subcontractor), number and location of operating centers, and modular versus stick-built erection;Â Â Â Â After the Effective Date of the Agreement, the Owner and its advisors as well as representatives from Ownerâ€™s insurers and Lenders, have the right to access all areas in the operating centers (home office, fabrication facilities and Site) where Work is under control or being performed by Contractor without obtaining Contractorâ€™s permission. As such those accessing shall comply with prevailing safety and security regulations; andÂ Â Â Â Contractor shall turn over specified Drawings, Specifications and other design documents, construction documents and databases, that are to be delivered to Owner, including the 3D model, in native format as part of the Facility turnover.Page 24 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-00014.2Â Â Â Â HEALTH, SAFETY AND SECURITYÂ Â Â Â Contractor shall comply with all obligations found in the Agreement, as well as local safety regulations for all operating centers (home office, engineering centers, fabrication facilities and Site) as a minimum;Â Â Â Â Contractor shall supply Owner with a copy of their HSSE philosophies and derived policies;Â Â Â Â Contractor shall update their most recent OSHA 300 Safety Logs covering the last 3 years prior to bid submission;Â Â Â Â All Project related safety statistics shall be included in the Contractorâ€™s weekly and monthly reports;Â Â Â Â Contractor shall conduct safety audits during the life of the Project and provide summaries of the results to Owner;Â Â Â Â Design and construction method selections shall incorporate related safety aspects;Â Â Â Â Owner shall be invited to be an active participant in all safety audits and shall be involved in all incident investigations with appropriate provisions are made to preserve applicable legal privileges;Â Â Â Â The design shall take into consideration ergonomics; andÂ Â Â Â SIMOPS requirements to be addressed.4.3Â Â Â Â ENVIRONMENTALÂ Â Â Â Contractor shall demonstrate compliance with all environmental requirements for air, water and noise emissions and select engineering, construction and logistics solutions that minimize the impact on the environment and surrounding infrastructure as far as practical, and within the limits as stipulated in the Permits; andÂ Â Â Â Contractor shall have a well-developed environmental management plan with execution strategies for dealing with emergency and adverse weather events.4.4Â Â Â Â PERMITTINGÂ Â Â Â Contractor shall support all Permit filings as required.4.5Â Â Â Â QUALITYÂ Â Â Â Contractor shall provide for Ownerâ€™s review an external audit schedule within [***] ([***]) Days of NTP.Â Â Â Â Owner shall have access to review external & internal quality audit non-compliances and close-out actions, except those that have a commercial nature.4.6Â Â Â Â COST AND SCHEDULE BALANCEÂ Â Â Â Contractor shall propose an execution plan which provides optimal overall cost given schedule constraints.4.7Â Â Â Â COMMERCIALÂ Â Â Â To the extent commercially practical Contractor shall make full use of framework agreements, master service agreements and master purchase agreements put in place by Owner;4.8Â Â Â Â ENGINEERINGPage 25 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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This shall also ease the processing of detailed work packages and change management with FERC;Â Â Â Â Owner shall have ongoing access to EPC design and construction records for review purposes through the Contractorâ€™s electronic data management system;Â Â Â Â Design shall comply with codes, standards and Applicable Law;Â Â Â Â GECP level of plant automation and state-of-the-art plant condition monitoring, to support a lean operations and maintenance Ownerâ€™s team;Â Â Â Â GECP level of overall Facility availability;Â Â Â Â Design considerations include: ability to construct, commission, test, operate and maintain the Facility in a safe and efficient manner; andÂ Â Â Â Equipment design and selection shall respect the desire to avoid excessive maintenance. Owner desires Contractor to include in the selection the life-cycle cost.4.9Â Â Â Â CONSTRUCTION MANAGEMENT, STARTUP AND OPERATIONSÂ Â Â Â In addition to the design, engineering and construction of the Facility, Contractor shall be expected to start-up, maintain and operate the Facility through SC of Train 4. Activities include:1.Â Â Â Â Preparation of training, maintenance and operations manuals;2.Â Â Â Â Training of Owner operations and maintenance personnel;3.Â Â Â Â Supervision of Owners operations and maintenance personnel;4.Â Â Â Â Commissioning;5.Â Â Â Â Start-up;6.Â Â Â Â Initial operations;7.Â Â Â Â Performance Tests and operations tests;8.Â Â Â Â Maintenance and upkeep of the Site and Facility until SC is achieved; and9.Â Â Â Â Loading of Equipment and plant data, inclusive of baseline readings, into applicable plant integrity and maintenance management systems in time to work with these support systems from Ready for Start Up (â€œRFSUâ€).Â Â Â Â Owner shall have the right to occupy and make use of the permanent buildings at an agreed upon time with Contractor in advance of SC of Train 4.4.10Â Â Â Â COMMUNITY AND STAKEHOLDER ENGAGEMENTÂ Â Â Â Contractor shall implement a community engagement program which takes into consideration active participation of the local vendors and contractors; andÂ Â Â Â Contractor shall work together with Owner in local and regional stake holder interactions.4.11Â Â Â Â REPORTINGÂ Â Â Â Contractor shall provide, but not limited to the below, reports subject to those defined within the Agreement executed between Owner and Contractor;Â Â Â Â Contractor shall inform Owner and provide copies of any communications with applicable Governmental Instrumentalities;Â Â Â Â Contractor shall supply all required information to support Owner tax-related filings; andÂ Â Â Â Contractor shall submit comprehensive and transparent progress reports.Page 26 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-00015.0Â Â Â Â AGREEMENT REFERENCE DOCUMENT LISTThe Agreement will have three sets of reference documents:Â Â Â Â Documents listed in the BOD, Appendix 5, andÂ Â Â Â A complete set of documents referenced in the Master Document Register Phase II RG2-BL-000- DM-MDR-00001 rev. 004 (26632-100-GMX-GAM-00001 rev. 004).Â Â Â Â Documents listed in the Scope of Work, Appendix A-2.6.0Â Â Â Â SCOPE OF FACILITIESTrain 4 is an identical copy of Train 3 LNG liquefaction and pre-treatment facilities, and ties into a common NG supply, LNG and condensate run-down lines, and is connected to extended utilities distribution and process control. The scope includes amongst others:Â Â Â Â Natural gas pretreatment units, including:Â Â Â Â Acid gas removal unit (including H2S scavenging & Hg removal), ([***]),The specification of treated gas exiting the Acid gas removal Unit shall be pursuant to the BOD and the Process Design Basis,Â Â Â Â Dehydration unit ([***]),The specification of treated gas exiting the Dehydration Unit shall be pursuant to the BOD and the Process Design Basis,Â Â Â Â HRU, ([***]); and the specification of treated gas exiting the HRU unit shall be as per the BOD and Process Design Basis.Â Â Â Â Natural gas liquefaction unit, including:Â Â Â Â Refrigeration, ([***]);Â Â Â Â Compressor string A, ([***]);Â Â Â Â Compressor string B, ([***]); andÂ Â Â Â Liquefaction, ([***])Â Â Â Â Additional detail:Â Â Â Â Train 4 North SubstationÂ Â Â Â Train 4 LERÂ Â Â Â Train 4 South SubstationÂ Â Â Â Train 4 ASDS Substation 1Â Â Â Â Train 4 ASDS Substation 2Â Â Â Â Train 4 Re-compressor ASDS SubstationÂ Â Â Â LNG Storage Tank 3 with in-tank pumps and associated equipment, ([***]) which will be a replicated copy of LNG Storage Tank 1Â Â Â Â Common Systems and infrastructure Equipment required for the operation of Train 4 but not required for the operation of Phase 1 Facilities, as indicated in Major Equipment List, [***], such asÂ Â Â Â Feed gas supply line from the tie-in location specified during Phase I that originated from the Rio Bravo custody metering station to LNG Train 4 battery limit valve, ([***]). Line carries tie-in provisions to also feed a future train 5 [***] (including provisions for Common Systems tie-ins to future trains expansion without disrupting operations).Â Â Â Â AGRU oxidizer same as design in Train 3 (treatment of condensate storage vapor returns is not required);Page 27 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. 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New distribution header will be utilized for Train 4 and future trains. The Plant air and Instrument air generating Equipment and area design are replicated from Phase I area and Equipment, ([***]);Â Â Â Â New Nitrogen generation unit (replicated from the Phase I design) utilizing the Phase I distribution headers with tie-in to Nitrogen distribution system, ([***]);Â Â Â Â Tie-in to Fuel gas system, ([***]);Â Â Â Â Electric power distribution and lighting systems serving Train 4, and LNG Storage Tank areas including tie-in to Main Intake Station 2.Â Â Â Â Common infrastructure for the Facility, including:Â Â Â Â Main Intake Station 2, [***] for Train 4, and Expanded Facility including [***]Â Â Â Â Local equipment room LER 11 for the Phase II BOG areaÂ Â Â Â Tie-ins to Condensate storage from production in train 5 and one additional condensate tank vent blower.7.0Â Â Â Â CONTRACTOR SCOPE OF WORKContractor shall perform the Work described in this SOW in accordance with the requirements of the Agreement.Page 29 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-00017.1Â Â Â Â HOME OFFICE SERVICESContractor shall include but not be limited to providing the following home office services:Â Â Â Â Project Management and Administration (Refer to Section 8 of this SOW);Â Â Â Â Quality Assurance (Refer to Section 9 of this SOW);Â Â Â Â Engineering (Refer to Section 10 of this SOW);Â Â Â Â Engineering by specialist third-party consultants required to support and/or validate Contractorâ€™s engineering design (Refer to Section 11 of this SOW); andÂ Â Â Â Procurement (Refer to Section 12 of this SOW).7.2Â Â Â Â SUPPLY OF EQUIPMENT AND MATERIALS REQUIRED TO CONSTRUCT THE FACILITYContractor shall include but not be limited to supplying Equipment required to construct the Facility, including the following:Â Â Â Â All tagged Equipment (Refer to Section 12.6 of this SOW);Â Â Â Â Bulk material items to be incorporated as part of the permanent works (Refer to Section 12.7 of this SOW);Â Â Â Â Spare parts (Refer to Section 12.8 of this SOW);Â Â Â Â Catalysts and chemicals (Refer to Section 12.9.1 of this SOW);Â Â Â Â Oils and lubricants (Refer to Section 12.9.2 of this SOW);Â Â Â Â Furnishings, fittings and special Equipment for installation within Facility buildings (Refer to Section 12.10.1 of this SOW);Â Â Â Â Portable firefighting and miscellaneous safety Equipment (Refer to Section 12.10.3 of this SOW); andÂ Â Â Â Plant mobile Equipment (Refer to Section 12.10.4 of this SOW).7.3Â Â Â Â TRAFFIC AND LOGISTICS SERVICESContractor shall include but not be limited to providing the traffic and logistic services defined in Section 12.11 of this SOW.7.4Â Â Â Â MATERIALS MANAGEMENT SERVICESContractor shall include but not be limited to providing the materials management services defined in Section 13 of this SOW.7.5Â Â Â Â SUBCONTRACTED SERVICESContractor shall include but not be limited to providing the subcontracted services defined in Section 14 of this SOW.7.6Â Â Â Â SERVICES REQUIRED TO CONSTRUCT THE FACILITYContractor shall include but not be limited to providing the construction services required to construct the Facility listed in Section 6 of this SOW.Â Â Â Â General (Refer to Section 15.1 of this SOW);Â Â Â Â Summary construction scope of work (Refer to Section 15.2 of this SOW);Page 30 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Â Â Â Â Construction direct labor (Refer to Section 15.5 of this SOW);Â Â Â Â Provision of construction plant and equipment required to build the facilities (Refer to Section 15.6 of this SOW);Â Â Â Â Supply of the construction consumables (Refer to Section 15.7 of this SOW);Â Â Â Â Subcontracts for the supply and erection of Equipment and materials forming part of the Project (Refer to Section 15.8 of this SOW);Â Â Â Â Supply of the construction utilities, including fresh water supply and construction power supply: (Refer to Section 15.11 of this SOW);Â Â Â Â Sewage disposal (Refer to Section 15.11 of this SOW);Â Â Â Â Waste material handling and disposal (Refer to Section 15.12 of this SOW);Â Â Â Â Provision of Site security (Refer to Section 15.13 of this SOW);Â Â Â Â Provision of heavy lift equipment (Refer to Section 15.14 of this SOW);Â Â Â Â Temporary facilities required to support construction and Commissioning of the facilities (Refer to Section 15.15 of this SOW);Â Â Â Â Provision of Construction Equipment (Refer to Section 15.16 of this SOW); andÂ Â Â Â Provision of Contractorâ€™s construction permits (Refer to Section 15.17 of this SOW).7.7Â Â Â Â PRECOMISSIONING AND COMMISSIONING SERVICESContractor shall include but not be limited to providing pre-commissioning and Commissioning services as follows:Â Â Â Â General (Refer to Section 16.1 of this SOW);Â Â Â Â Commencement of Commissioning and start-up (Refer to Section 16.2 of this SOW);Â Â Â Â Performance Tests to demonstrate that the facilities meet the Performance Guarantees and Minimum Acceptance Criteria. Performance Tests shall be carried out in accordance with the requirements stated in the Agreement;Â Â Â Â Preparation of operations management procedures (Refer to Section 18.2 of this SOW);Â Â Â Â Preparation of Site security procedures (Refer to Section 15.13 of this SOW);Â Â Â Â Preparation of maintenance procedures (Refer to Section 18.3.1 of this SOW);Â Â Â Â Preparation of statutory maintenance and inspection procedures (Refer to Section 18.3.2 of this SOW);Â Â Â Â Preparation of pre-commissioning and Commissioning instructions (Refer to Section 19.0 of this SOW);Â Â Â Â Preparation of start-up, operations and shut-down materials (Refer to Section 19.0 of this SOW); andÂ Â Â Â Preparation of operation and maintenance procedures (Refer to Section 19.0 of this SOW).7.8Â Â Â Â SIMOPSContractor shall ensure simultaneous operations provisions (Refer to Section 17 of this SOW). The overall design philosophy shall include the provision of tie-ins to allow expansion of the Expanded Facility without the need for extensive and complete shutdowns of operations.Page 32 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-00017.9Â Â Â Â TRAINING OF OWNER PERSONNELContractor shall include but not be limited to provide training for Owner personnel as detailed in Section 20 of this SOW.7.10Â Â Â Â ASSISTANCE TO OWNERContractor shall include, but not be limited to, the following assistance to Owner:Â Â Â Â Input for regulatory submissions by the Owner (Refer to Section 21.1 of this SOW); andÂ Â Â Â Technical support for Ownerâ€™s regulatory consultants (Refer to Section 21.2 of this SOW)Â Â Â Â Home office services for spare parts with reference to the Spares Philosophy which contains estimated lists.Â Â Â Â Labor statistics on extent of actual local content to allow Owner to interact with Cameron County on property tax and possible rebates.Â Â Â Â Contractor is to include in its Monthly Progress Reports the local labor content percentage as of the reporting period in the applicable month for the Project through the latest reporting period. [***].7.11Â Â Â Â THIRD-PARTY INTERFACESContractor shall include but not be limited to work with respect to Project third-party interfaces as described in Section 22 of this SOW.7.12Â Â Â Â FACILITIES FOR OWNER PERSONNELContractor shall include but not be limited to providing the following facilities for Ownerâ€™s personnel:Â Â Â Â Office accommodations for Owner personnel in Contractorâ€™s home office (Refer to Section 23.1 of this SOW); andÂ Â Â Â Office accommodations for Owner personnel at Site (Refer to Section 23.2 of this SOW).7.13Â Â Â Â PERFORMANCE TESTSContractor shall undertake performance testing of the completed facilities as detailed in Section 24 of this SOW.7.14Â Â Â Â PROCESS LICENSE FEESContractor shall include the cost of third-party process license fees as detailed in Section 25 of this SOW.7.15Â Â Â Â RECORD AS-BUILT DRAWINGS AND SPECIFICATIONSContractor shall update Drawings and Specifications to Record As-Built status as indicated under Section 27 of this SOW.7.16Â Â Â Â HANDOVER DOCUMENTATIONContractor shall provide documentation as described in Section 28 of this SOW.7.17Â Â Â Â INFORMATION SYSTEMS FOR OWNER USEPage 33 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-00017.18Â Â Â Â EXCLUSIONS FROM CONTRACTORâ€™S SCOPE OF WORKExclusions from Contractorâ€™s SOW are listed under Section 30.8.0Â Â Â Â PROJECT MANAGEMENT AND ADMINISTRATIONContractor shall assign a qualified and experienced Project management team for effective control and coordination of all aspects of Project execution throughout all phases of EPC execution through to contract closeout.Contractor shall maintain a Project-specific EPC Project Execution Plan. The EPC Project Execution Plan shall be a comprehensive project management document that describes the overall execution strategy for the Project; establishes the methods by which the Contractor executes, monitors, and controls the Project; and consolidates the integration of a number of discrete function specific execution plans created for managing all elements of the Project execution.[***].9.0Â Â Â Â QUALITY ASSURANCEContractor shall prepare and implement a Project-specific quality plan approved by Owner. The Plan shall define the Quality Assurance (QA) and Quality Control (QC) services that will be carried out by Contractor during the Engineering, Procurement and Construction (EPC) phase of the Project to design, build, commission and start-up a safe, legally complaint, repeatable, and fully functional Facility. The quality plan will comply with the requirements for a quality plan stated in the Agreement.Contractor shall:Â Â Â Â Require that Subcontractors and Sub-Subcontractors comply with the quality requirements in the Agreement, and develop their own quality plans that meet the intent of the requirements in the Contractorâ€™s Quality Plan;Â Â Â Â Operate a quality management system throughout execution of the Project;Â Â Â Â Appoint a dedicated management representative, with responsibility for ensuring that the quality management system is maintained and implemented;Â Â Â Â Organize and facilitate Quality Workshops for the project team. Owner will be invited to attend these workshops.Â Â Â Â Undertake quality surveillance activities and audits associated with engineering, procurement and construction in accordance with the Agreement.Â Â Â Â Include in the overall Project Quality Plan the execution of two (independent) joint PEER reviews, each lasting 1 to 2 weeks and attended by senior staff not directly involved in the project. These shall cover:Â Â Â Â Detailed design & engineering close-out review when progress beyond 80%;Â Â Â Â Pre-operations readiness review, between MC and prior to RFSU, to a) check proper close-out on plant changes, b) spot check as-built plant line-up, c) check available Page 35 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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The quality auditing will cover key Contractor Project activities, including the activities of Major Subcontractors and Major Sub- subcontractors. If a noncompliance is identified during a quality audit, Contractor shall inform Owner on the corrective action to be taken, report status updates, and inform when the corrective action is closed out, as part of monthly progress reporting. Where the Contractor performs ad-hoc non-commercial internal quality audits without invitation to the Owner, then any corrective actions and follow-up will be shared with Owner, as part of monthly progress reporting.10.0Â Â Â Â ENGINEERING10.1Â Â Â Â GENERALContractor shall perform engineering necessary to define the technical requirements for the Facility listed under Section 6 of this SOW to the extent necessary for the procurement of Equipment, including bulk materials and consumables necessary to construct the Facility, and to safely construct, commission, start-up, and operate the facilities. Technical requirements shall be in accordance with the requirements defined within the BOD and the Project Drawings and Specifications referenced therein plus the documents identified in Section 5.0 (Agreement Reference Document List) to this EPC Scope of Work.Contractorâ€™s engineering services shall comprise the following:a.Â Â Â Â Any FEED-identified actions to be performed as part of the Work, e.g., HAZOP recommendations, SEAMS actions, etc.b.Â Â Â Â Contractor shall prepare engineering Drawings and Specifications or other documentation necessary to safely construct, commission, start-up, and operate the Facility.c.Â Â Â Â EPC-specific HAZOP and LOPA workshops for new P&IDs and MOC reviews for revised P&IDs with any items of non-conformance with Project codes, standards, philosophies, and specifications that are identified as being required to be implemented by Contractor;d.Â Â Â Â Preparation of material take-offs listing bulk materials required to construct the permanent works;e.Â Â Â Â Preparation of material requisitions for the procurement of Equipment, bulk materials and consumables required for the Work;f.Â Â Â Â Review and evaluation of Subcontractor quotations received, bid conditioning, and technical recommendation for award;g.Â Â Â Â Review and approval of Subcontractor documentation to ensure compliance with Project Specifications;h.Â Â Â Â Performance of design reviews such that the integrity, maintainability, operability and constructability are addressed by Contractorâ€™s engineering in accordance with the Agreement;i.Â Â Â Â Provision of technical assistance to Owner, as listed under Section 21 of this SOW;j.Â Â Â Â Witnessing of Equipment and materials testing, and Subcontractor performance tests where required based on criticality rating and purchase order requirements;Page 37 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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This includes, for example, OSHA-required changes in handrail design; andp.Â Â Â Â Contractor shall only conduct 3D model reviews (30%, 50% and 90%) with

Owner for Train 4 scope within the common facilities including consideration of the adjacent areas to Train 4 scope within the common facilities and all areas which may be affected by the inclusion of Train 4 scope within the common facilities.q.Â Â Â Â Any other activity identified by Contractor required to perform the Work to deliver the Project.Contractor shall enter into and administer (i) process licenses and (ii) technical services Subcontracts with process licensors APCI, BASF and [***] for the LNG liquefaction, carbon dioxide removal, and HRU, respectively.Contractor will implement a safety in design program for the detailed design of the Facility to ensure that the engineering and design developed by the Contractor integrates elements of hazard identification and risk assessment methods to select design solutions and details that reduce risks of injury from construction through operations and maintenance to a level that is as low as reasonably practical. This program is applicable to all engineering disciplines and to all aspects of the Work and is available to the Owner for review. This safety in design program also encompasses ergonomic reviews to ensure operability is duly considered (including operability Model reviews).10.2Â Â Â Â SPECIFIC TASKS BY DISCIPLINEContractor shall, in addition to preparation of engineering deliverables, perform the following discipline specific engineering tasks, where required to address design aspects of Train 4 not duplicated from Phase 1 Facilities.10.2.1Â Â Â Â Process EngineeringContractor shall prepare process engineering deliverables and documentation.Contractor process engineering activities shall, in addition to the above, comprise the following:1.Â Â Â Â Contractor shall obtain and incorporate into the engineering design for the LNG liquefaction Unit necessary engineering information from APCI.2.Â Â Â Â Contractor shall obtain and incorporate into the engineering design for the acid gas removal Unit necessary engineering information from BASF.3.Â Â Â Â Contractor shall obtain and incorporate into the engineering design for the HRU Unit necessary engineering information from [***].4.Â Â Â Â Dynamic SimulationPage 39 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Contractor shall prepare a number of discrete process dynamic simulations to model system performance for the following critical areas of the process system design:1.Â Â Â Â MR compressor simulationPage 40 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. 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A report on the simulation findings shall be made available to Owner.5.Â Â Â Â LNG Production ModelContractor shall develop and maintain an LNG production model that will be used to forecast LNG production based on the range of constraints defined in the BOD. The model will be updated to reflect the latest P&ID issue and incorporate relevant final vendor data. Contractors projections for LNG production shall be made available to Owner.In detailed design Contractor shall clearly identify Equipment and system bottlenecks in the LNG train to ensure that the upper and lower limits of safe operating envelopes are well defined prior to Train 4 reaching mechanical completion, and well defined in the operating instructions. Contractor shall also verify that under extreme temperatures, i.e. between 99.9% exceedance and 0.1% exceedance, LNG production is not interrupted.If in the design development it is discovered there are some select bottlenecks that can readily be removed to allow for example full utilization of available power to the liquefaction process, then such proposed change(s) shall be discussed with Owner.6.Â Â Â Â Condensate BackflowDuring detailed design, Contractor shall ensure backflow is not possible from the condensate header into the Train 4.10.2.2Â Â Â Â Materials Design TechnologyContractor shall prepare material design technology deliverables and documentation.Contractor material design technology activities shall, in addition to the above, comprise the following:Page 41 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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The Specifications shall include requirements for weld procedure qualification and welding operator qualifications.Contractor shall prepare Specifications to define requirements for non-destructive testing (NDT) and pressure testing applicable to all welding operations.Subcontractor WPSs and procedure qualification records (PQRs) shall be reviewed and approved by Contractor. Contractor shall also review and approve Subcontractor procedures for non-destructive examination, post weld heat treatment and pressure testing. Contractor shall require that no Subcontractor welding is carried out until Contractor has reviewed Subcontractors WPSs and PQRs and has given written authorization to proceed.Welding records shall be submitted as part of the Record As-Built Drawings and Specifications provided by Contractor to record the weld identification number, WPS, date of welding, welding operator, NDT record identification number and initials of inspector for every weld. These shall be accompanied by weld maps to identify the location and identification number of each weld.2.Â Â Â Â Chemical CleaningContractor shall identify the extent of chemical cleaning to be carried out for each system. Contractor shall indicate the extent of chemical cleaning on the P&IDs. Contractor will prepare a specification and procedure that defines fluids, temperatures, and durations to be used which complies with the Project HSE requirements.3.Â Â Â Â Cathodic ProtectionContractor shall develop Specifications for the design, supply and installation of cathodic protection systems required for the Project.4.Â Â Â Â Material CertificationContractor shall require that pressure containing Equipment, bulk piping and other applicable materials are supplied with material certification in accordance with Applicable Codes and Standards.5.Â Â Â Â Positive Material IdentificationContractor shall implement a program of Positive Material Identification (PMI) for materials used in cryogenic service. Carbon steel materials do not require PMI certification.6.Â Â Â Â NoiseThe Project is subject to regulatory requirements on noise emissions to the environment. The requirements of document 26251-100-3PS-N04-00001 (RG-BL-000-MEC-SPC-00112), Project Specification for Noise Control of General Equipment, referenced in the BOD and all Permit requirements pertaining to noise shall be incorporated into all aspects of the facilities design.Page 43 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Contractor shall develop a noise model based on the Project Specification for Noise Control of General Equipment which shall be updated during the course of detail design and Equipment procurement.Contractor shall carry out a post start-up noise survey to demonstrate compliance with the noise limits specified in the Project Specification for Noise Control of General Equipment and Permits. As an operational test, three noise model calibration points will be set within the Site boundaries to check overall noise generation. Noise generation shall also be checked inside the facilities to verify correct marking of PPE zones.7.Â Â Â Â Acoustically Induced VibrationContractor shall carry out checks for acoustically induced vibration. Contractor shall prepare a report documenting this investigation for review by Owner. This report shall identify remedial measures and Contractor shall incorporate such remedial measures in the design.8.Â Â Â Â Not used10.2.3Â Â Â Â Piping Design & EngineeringContractor shall prepare piping design & engineering deliverables and documentation.Contractor piping design & engineering activities shall, in addition to the above, encompass but not be limited to the following:1.Â Â Â Â Electronic Design ModelContractor shall generate a three-dimensional (3D) computer-aided design (CAD) electronic model for the Project. Database files for Contractorâ€™s final 3D Model, with full attributes, shall be provided to Owner.[***].10.2.4Â Â Â Â Civil EngineeringContractor shall prepare civil engineering deliverables and documentation.Contractor civil engineering activities shall, in addition to the above, encompass the following:1.Â Â Â Â Site SurveysContractor shall review Site survey reports and geotechnical information made available during front-end engineering and design and carry out additional investigations as deemed necessary by Contractor for detailed design. Contractor shall issue the report on any additional surveys or geotechnical investigation to Owner for information and review.[***].2.Â Â Â Â Not Used3.Â Â Â Â Not Used4.Â Â Â Â Not UsedPage 45 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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[***].[***].7.Â Â Â Â Foundations for Equipment and civil / steelwork structuresContractor shall design all foundations required for supporting Equipment and civil / steelwork structures.The location of foundations shall be included in the 3D CAD model for the Project.8.Â Â Â Â Train 4 Drainage SystemsContractor shall design and construct the drainage systems in accordance with the Drainage and Wastewater Treatment Philosophy, 26251-100-3DR-M04-00004 (RG-BL-000-PRO-PHL-00003) and Utility Design Basis [***] â€“ Effluent and Waste Water Treatment 26251-100-3DR- V04-71001 (RG-BL-071-PRO-DES-00001), referenced in the BOD.Contractor shall prepare drainage system drawings as required for construction and to support Ownerâ€™s Permit applications.Design details of drainage systems shall be included in the 3D CAD model for the Project.9.Â Â Â Â LNG Impoundment and Spill Containment SystemsThe design and sizing of the LNG impoundment basins shall be based on a design spill of LNG as defined by the code of federal regulations, title 49: Transportation, part 193: "Liquefied Natural Gas Facilities: Federal Safety Standards".Design details of LNG impoundment and spill containment systems shall be included in the 3D CAD model for the Project.10.Â Â Â Â Tie-insCivil engineering work shall include design of tie-ins to the Expanded Facility drainage system and roads.10.2.5Â Â Â Â Structural EngineeringContractor shall prepare structural engineering deliverables and documentation.Contractor structural engineering activities shall, in addition to the above, encompass the following:1.Â Â Â Â Piling and Soil Mixing DesignDesign details of the piling and soil mixing required to support Equipment and civil / steelwork structures. Location of piles shall be included in the 3D CAD model for the Project. Where piles are selected, they shall be executed so as to minimize noise. Contractor may use precast driven piles for onshore facility.2.Â Â Â Â Structural Members (Columns, Beams, and Other Supports)Page 47 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Contractor shall design and specify all steelwork structures, and hand-over the structural calculation models as designed to support possible future plant changes.Page 48 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Design details of all structural members shall be included in the 3D CAD model for the Project.Contractor shall undertake calculations to verify that all structural components meet the requirements of applicable codes listed in 26251-100-3DS-G04-00001 (RG-BL-000-PM-LST- 00001), Codes and Standards List referenced in the BOD and shall determine loads imposed on foundations.3.Â Â Â Â Tie-insStructural engineering shall include any design and engineering required to support tie-ins from Train 4 to Trains 1, 2 and 3 as well as the Common Systems.10.2.6Â Â Â Â Mechanical EngineeringContractor shall prepare mechanical engineering deliverables and documentation.Contractor mechanical engineering activities shall, in addition to the above, include the following:1.Â Â Â Â Preparation of Equipment specifications and mechanical datasheets for mechanical equipment falling within Contractorâ€™s scope of supply.2.Â Â Â Â Preparation of requisitions for mechanical equipment for inquiry and for purchase.3.Â Â Â Â Review of Subcontractor bids, preparation of technical bid evaluations (TBEs), and technical conditioning of Subcontractor bids.4.Â Â Â Â Review of Subcontractor supplied documentation including the consolidation of comments received from other engineering disciplines.5.Â Â Â Â Review and resolution of Subcontractor concession requests.6.Â Â Â Â Review of Subcontractor spare parts recommendations and consolidation of recommended list of Operating Spare Parts.7.Â Â Â Â Attendance at, and witnessing of, Equipment performance testing, and factory and site acceptance tests where required by the inspection and test plan for the Equipment concerned.8.Â Â Â Â Mechanical engineering support during Commissioning, start-up and initial operation of the Project.10.2.7Â Â Â Â Process

Safety, Fire Protection Engineering and Environmental EngineeringContractor shall be responsible for the design and specification of safety and fire and gas detection and protection systems for the Facility. Contractor shall prepare the fire protection and safety engineering deliverables and documentation.Contractor process safety and fire protection engineering activities shall, in addition to the above, provide the following:1.Â Â Â Â Perform consequence modelling / blast analysis.2.Â Â Â Â Plan, perform, participate and track status of actions resulting from design safety reviews and Process Hazards Analyses including hazard identification (â€œHAZIDâ€), design hazardous operations (â€œHAZOPsâ€) and vendor package HAZOPs using Contractorâ€™s safety and environmental action management systems (â€œSEAMSâ€). Contractor will incorporate Page 49 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001outstanding action items from the FEED level HAZOP as well as perform a HAZOP and other PHA activities as part of this SOW.Page 50 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-00013.Â Â Â Â Prepare or provide necessary safety and environmental protection input to requisitions for fire and safety equipment, for environmental protection equipment, and for the review and technical evaluation of technical bids for the same.4.Â Â Â Â Review Subcontractor documents and drawings for compliance with the Project fire, safety and environmental protection philosophies and specifications in the Codes and Standards list referenced in the BOD.5.Â Â Â Â Provide necessary safety and environmental design input to submissions by Owner to responsible Governmental Instrumentalities, and also verify that design and engineering complies with agreed standards and Permit requirements.10.2.8Â Â Â Â Instrumentation and Control EngineeringContractor shall prepare instrumentation and control engineering deliverables and documentation.Contractor shall during the course of detailed engineering design finalize input/output (I/O) counts and the numbers of remote I/O cabinets etc., and co-ordinate with Ownerâ€™s nominated electrical, instrumentation & telecommunications (EI&T) equipment provider, ABB, for the necessary changes in systems design and equipment supply.Contractor instrumentation and control engineering activities shall, in addition to the above, comprise the following:1.Â Â Â Â Ensure incorporation of instrument and control requirements into Project P&IDs, and specifications and datasheets for equipment prepared by other engineering disciplines.2.Â Â Â Â Preparation of requisitions for instrument and control equipment for inquiry and for purchase for any Equipment not supplied by Ownerâ€™s nominated electrical, instrumentation and telecommunications equipment supplier.3.Â Â Â Â Review of Subcontractor bids, preparation of TBEs, and technical conditioning of Subcontractor bids prior to purchase.4.Â Â Â Â Review engineering design deliverables provided by Ownerâ€™s nominated EI&T equipment provider for compliance with Project instrument and control system design philosophies and specifications.5.Â Â Â Â Coordinate its Work with that of Owner nominated third parties supplying and/or installing facilities or equipment within the Facility.6.Â Â Â Â Review Subcontractor documents and drawings for compliance with the Project instrument and control system design philosophies and specifications referenced in the BOD.7.Â Â Â Â Attendance at, and witnessing of, equipment performance testing, and factory and site acceptance tests where required by the inspection and test plan developed by Contractor.8.Â Â Â Â Attend factory and site acceptance for integrated control and safety system (ICSS) main subsystems.9.Â Â Â Â Instrumentation and control systems engineering support during Commissioning, start-up and initial operation of the Project.10.Â Â Â Â Any design or engineering required to integrate the control and operation of Train 4 into the central control room.10.2.9Â Â Â Â Electrical EngineeringPage 51 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Contractor shall during the course of detailed engineering design finalize electrical equipment design requirements and co-ordinate with Ownerâ€™s nominated EI&T equipment provider, ABB, to ensure that changes in FEED design due to Contractorâ€™s design development is properly and cost-effectively reflected in ABB systems design and equipment supply.Contractor electrical engineering activities shall, in addition to the above, include to the following:1.Â Â Â Â Incorporate electrical design requirements into Project specifications and datasheets for equipment prepared by other engineering disciplines.2.Â Â Â Â Perform or Subcontract to Ownerâ€™s nominated electrical, instrumentation and telecommunications equipment provider the following electrical studies:Â Â Â Â Load Flow and Power Factor Correction StudiesÂ Â Â Â Fault Current StudiesÂ Â Â Â Dynamic Performance Studies under Motor Starting ConditionsÂ Â Â Â Harmonic Distortion StudiesÂ Â Â Â Arc-Flash StudyÂ Â Â Â Protection and Relay Coordination StudiesÂ Â Â Â Cable sizing calculationsÂ Â Â Â Equipment sizing calculationsÂ Â Â Â Illumination levelsÂ Â Â Â Motor restart study (as required pursuant to the Mechanical Equipment List)Â Â Â Â Electric Magnetic Compatibility Review3.Â Â Â Â Preparation of requisitions for electrical equipment for inquiry and for purchase for any Equipment not supplied by Ownerâ€™s nominated electrical, instrumentation and telecommunications equipment supplier.4.Â Â Â Â Review of Subcontractor bids, preparation of TBEs, and technical conditioning of Subcontractor bids prior to purchase.5.Â Â Â Â Review engineering design deliverables provided by Ownerâ€™s nominated EI&T equipment provider, ABB, for compliance with Project electrical engineering design philosophies and specifications.6.Â Â Â Â Review Subcontractor documents and drawings for compliance with the Project electrical design philosophies and specifications specified in the BOD.7.Â Â Â Â Attendance at, and witnessing of, equipment performance testing, and factory and site acceptance tests where required by the inspection and test plan.8.Â Â Â Â Electrical engineering support during Commissioning, start-up and initial operation of the Project as set forth in this SOW.9.Â Â Â Â Design and engineering of Train 4 electrical supply from Main Intake Substation #2, including design of any required additional feeders from Pompano to Main Intake Substation #2.10.2.10Â Â Â Â Telecommunications EngineeringContractor shall design and engineer in close cooperation with Ownerâ€™s nominated electrical, instrumentation and telecommunication equipment supplier the following telecommunication systems Page 53 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Contractorâ€™s information management plan shall include cyber security requirements and shall be subject to review by Owner.Contractor scope of work comprises:1.Â Â Â Â Provide and manage secure information technology (IT) facilities, including hardware, software, networks, applications and systems capable of supporting the Work.2.Â Â Â Â Provide cyber security for all information management aspects of the Work.3.Â Â Â Â Provide and manage communications facilities required to support the Work.Page 55 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-00015.Â Â Â Â Provide and manage document scanning facilities.6.Â Â Â Â Manage the development of engineering deliverables via the use of Contractorâ€™s CAD applications.7.Â Â Â Â Install and manage remote access facilities as required in this SOW for effective management of the Work.8.Â Â Â Â Provide and manage two-dimensional (2D) drafting systems.9.Â Â Â Â Provide and manage 3D plant modelling systems to develop the plant model.10.2.12Â Â Â Â Document ManagementContractor shall prepare and implement a document management plan covering all aspects of the management and control, including change control, of Project documentation.Contractor shall manage Project documentation using Contractorâ€™s electronic document management system (EDMS).11.0Â Â Â Â ENGINEERING: THIRD-PARTY CONSULTANTSContractor shall employ the services of specialist third-party consultants where the Contractor determines the services are necessary due to the unique nature of the engineering work concerned.Â Â Â Â [***].12.0Â Â Â Â PROCUREMENT12.1Â Â Â Â GENERALContractor is responsible for the procurement of Equipment, bulk materials and consumable items necessary to construct, pre-commission, commission, start up, and operate Train 4 and LNG Storage Tank up to SC of Train 4, as further defined hereafter. Contractorâ€™s procurement activities shall include the following:Â Â Â Â Obtaining quotations for the supply of Equipment, bulk materials and consumables;Â Â Â Â Commercial evaluation of quotations received;Â Â Â Â Bid conditioning;Â Â Â Â Negotiation and placement of Subcontracts for Equipment, bulk materials, and consumables;Â Â Â Â Expediting and inspection in accordance with Contractorâ€™s supplier quality surveillance (SQS) plan;Â Â Â Â Definition of requirements for protection and packaging during shipment;Â Â Â Â Definition of requirements for preservation while during shipment and during storage on Site;Â Â Â Â Delivery to Site;Â Â Â Â Obtaining required insurance coverage; andÂ Â Â Â Administration of Subcontracts with Subcontractors.12.2Â Â Â Â PURCHASING PROCEDUREContractor shall develop and issue to Owner for review a procurement plan, (the â€œProcurement Planâ€) as part of the Project Execution Plan consistent with this SOW and the overall Project schedule for purchasing tagged Equipment and engineered bulk materials.Page 57 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Â Â Â Â Purchasing activities;Â Â Â Â Preparation of the general terms and conditions that the Contractor will use to procure Equipment and services;Â Â Â Â Subcontract formation for Equipment;Â Â Â Â Home office and/or area expediting;Â Â Â Â Field procurement activities;Â Â Â Â Procured Equipment quality control including material and/or shop inspection, and witness and hold points;Â Â Â Â Traffic and logistics activities; transportation of procured goods to the Site; andÂ Â Â Â Material control at the Site including details of Equipment received, storage, and in quarantine.12.3Â Â Â Â REQUISITIONS/PURCHASESContractor and its Subcontractors shall prepare requisitions for Equipment in accordance with the Drawings and Specifications and Contractorâ€™s Procurement Plan.12.4Â Â Â Â EXPEDITING AND INSPECTIONContractor shall be responsible for expediting and inspecting Equipment in accordance with the Agreement and Contractorâ€™s supplier quality surveillance (SQS) Plan.The level of inspection to be applied shall be based on the commodity, Contractorâ€™s standard work processes, and the individual Subcontractorâ€™s performance history. Contractor shall work with Owner to develop criticality rating within [***] ([***]) Days of NTP.An inspection and test plan shall be prepared for each Equipment.12.5Â Â Â Â FACTORY ACCEPTANCE TESTSContractor shall undertake factory acceptance testing of components and systems provided by Equipment Subcontractors as required by the Project Specifications and by the inspection & test plans prepared by Subcontractors.Requirements for factory acceptance testing shall be based on Equipment criticality rating and specified in the Equipment Subcontract. Factory acceptance tests on critical Equipment and systems shall be witnessed by Contractor and by Owner, at the Ownerâ€™s discretion.12.6Â Â Â Â SUPPLY OF EQUIPMENT â€“ TAGGED EQUIPMENT ITEMS12.6.1Â Â Â Â Mechanical EquipmentContractor shall purchase and install all Train 4 mechanical

Equipment listed in Major Equipment List 26632-100-M0X-0000-00001 (RG2-BL-000-PE-LST-00001), as referenced in the BOD.12.6.2Â Â Â Â Tagged Electrical, Instrumentation and Telecommunication Equipment supply by ABBOwner has entered into an Option Framework Agreement with ABB (â€œABB Agreementâ€) for the supply of certain electrical and ICSS Equipment. Contractor shall purchase such Equipment from ABB at pricing and on terms and conditions as specified in the ABB Agreement.ABB scope of supply includes electrical, instrumentation and control described by the ABB Agreement.Page 59 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. 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Contractor shall install the main refrigerant compression package Equipment in accordance with GEâ€™s installation instructions.Â Â Â Â Main Cryogenic Heat ExchangerContractor shall purchase the main cryogenic heat exchanger (â€œMCHEâ€) for Train 4 from APCI. Contractor shall dress and install the MCHEs in accordance with the APCIâ€™s installation instructions.12.7Â Â Â Â SUPPLY OF EQUIPMENT â€“ BULK MATERIALSContractor shall provide bulk materials required to be installed as part of the Work. Such materials shall include civil and structural bulk materials, piping bulk materials, electrical bulk materials and cabling, and instrument and telecommunications bulk materials and cabling all to be specified in accordance with the requirements stated in the documentation referenced in the BOD.12.8Â Â Â Â SPARE PARTSContractor shall provide all pre-commissioning, commissioning, testing and start-up spare parts necessary for Train 4 and LNG Storage Tank to achieve SC and shall, prior to and as a condition precedent to achieving RLFC for Train 4, deliver such spare parts for Train 4 to the Site, including all Work related to procuring and storing the commissioning spare parts.Spare parts receiving, storage and preservation until SC shall be included in the Contract Price.12.9Â Â Â Â CATALYSTS & CHEMICALS, OILS & LUBRICANTS12.9.1Â Â Â Â Catalysts & ChemicalsContractor shall supply first fill chemicals and catalysts. Contractor shall replenish chemical and catalyst usage between RFSU and SC as necessary up until SC of Train 4 and LNG Storage Tank as required by the Agreement.Contractor shall provide catalysts and chemicals at recommended warehouse inventory quantities to be held as inventory on Site for plant operation as specified in Section 12.9.3 of this SOW and shall provide these in the warehouse at SC. Information to be provided by Contractor shall be at minimum as listed under 12.9.3 of this SOW. Contractor may draw down from warehouse quantities during start-up or initial operations only upon prior agreement with Owner. Any quantities drawn down by Contractor between RFSU and SC shall be replaced by Contractor at its own expense to ensure the full inventory is available within the Catalyst and Chemicals warehouse at SC.Catalysts and chemicals are to be provided sufficient to support operations for a [***]-month period after Substantial Completion of Train 4.12.9.2Â Â Â Â Oils & LubricantsPage 61 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Contractor shall supply first fill oils and lubricants for Equipment as recommended by the Equipment Subcontractor. Contractor shall replenish oil and lubricant usage by Train 4 and LNG Storage TankPage 62 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. 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Contractor shall perform a final top up of oils and lubricants to the Equipment manufacturerâ€™s recommended fill level prior to handover to Owner at SC of Train 4.Contractor shall prepare a recommended list of oils and lubricant quantities to be held as warehouse inventory on Site for plant operation as specified at minimum in Section 12.9.3 of this SOW, and shall provide same in Ownerâ€™s warehouse at SC of Train 4.Contractor may draw down from warehouse quantities during start-up or initial operations only upon prior agreement with Owner. Any quantities drawn down by Contractor between RFSU and SC shall be replaced by Contractor at its own expense.Oils and lubricants are to be provided sufficient to support operations for a [***]-month period after Substantial Completion of Train 4.12.9.3Â Â Â Â Listing of Operating Catalyst & Chemicals, Oils & Lubricants, and Protective CoatingsContractor shall determine for Owner the operating requirements for chemicals, catalysts, oils, lubricants and protective coatings. This list shall include:Â Â Â Â Initial fill or charge (unit of measure);Â Â Â Â Annual indicated rate of consumption;Â Â Â Â Quantity for initial purchase (and required date);Â Â Â Â Quantity for operating and back-up supplies;Â Â Â Â Method of delivery;Â Â Â Â Required date for first operating inventory delivery;Â Â Â Â Specifications;Â Â Â Â Special storage conditions (if applicable); andÂ Â Â Â Material safety data sheets (MSDS).12.10Â Â Â Â MISCELLANEOUS MATERIALS SUPPLYContractor shall specify, procure, and install the following miscellaneous material items as described below.12.10.1Â Â Â Â Furnishings, Fittings and Special Equipment for installation within Train 4 FacilityContractor shall be responsible for specification, procurement, and installation of fixed fittings, fixed or built-in furniture, fixed or built-in furnishings, and any special fixed or built-in Equipment and appliances for all Train 4 buildings.Contactor shall handover Facility buildings to Owner at ready for occupancy which shall be preceded by all building Permits being obtained.Furnishing materials, color schemes etc. shall be identical to that for Phase 1 Facilities.12.10.2Â Â Â Â NOT USED12.10.3Â Â Â Â Portable Fire-fighting and Miscellaneous Safety EquipmentPage 63 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Contractor shall provide Portable Fire-fighting and Miscellaneous Safety Equipment required for the safe start-up and operation of the Train 4 Facility, including but not limited to, that listed in Fire and Safety Equipment List, 26632-100-U1X-0000-00001 (RG2-BL-000-PSA-LST-00001).Page 64 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. 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Contractorâ€™s materials management plan describes the roles and responsibilities, home office material management activities, site materials management activities, and materials management systems to be used by the Contractor.13.2Â Â Â Â SITE MATERIALS MANAGEMENTThe Contractorâ€™s materials management plan shall address the following Site materials management activities:Â Â Â Â Material receiving;Â Â Â Â Inspection of materials upon receipt;Â Â Â Â Equipment and material storage;Â Â Â Â Record of condition of Equipment and materials received;Â Â Â Â Preservation and preventative maintenance;Â Â Â Â Material control and issuing;Â Â Â Â Shortage and damage reports;Â Â Â Â Storage locations including lay down control, layout and sizing, warehousing and climate-controlled storage requirements; andÂ Â Â Â Surplus materials control.Contractor shall undertake the activities described in its materials management plan in support of the Project.14.0Â Â Â Â SUBCONTRACT SERVICESThe Contractor shall perform or cause to be performed any subcontracted services, including by Subcontractors and Sub-subcontractors, required to perform the Work during engineering, construction, pre-commissioning, Commissioning, start-up and initial operation of the Facility until, and as applicable to, SC of Train 4.Â Â Â Â [***].Page 65 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Page 66 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. 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[***]14.3Â Â Â Â SUBCONTRACTS DURING COMMISSIONING, START-UP, AND INITIAL OPERATION UP TO SUBSTANTIAL COMPLETION OF TRAIN 4Subcontracts required during commissioning, start-up, and initial operation may include, but not necessarily be limited to, the following:Â Â Â Â Propane supply for initial fill, start-up and initial operation;Â Â Â Â Liquid nitrogen supply for initial fill, start-up and initial operation;Â Â Â Â Ethane / Ethylene supply for initial fill, start-up and initial operation; andÂ Â Â Â Relief valve OPEX testing & inspection services.14.4Â Â Â Â CONTRACTOR PROVIDED SERVICE SUBCONTRACTSContractor shall enter into service (including call-off) Subcontracts with specialist Subcontractors to maintain the Train 4 Facility as required for the provision of specialist services until SC of Train 4 and as may be required under the Agreement. [***].15.0Â Â Â Â CONSTRUCTION15.1Â Â Â Â GENERALContractor shall complete the construction of the Project as required by the Agreement and perform such Work in accordance with the Agreement.Contractor shall provide construction support services, Subcontractor representatives and technicians necessary to install, prepare, test, and complete construction of the Project as required by the Agreement.15.2Â Â Â Â CONSTRUCTION SCOPE OF WORKThe construction scope of work shall include the following:Â Â Â Â Erosion and sediment control;Â Â Â Â Formation of foundations for Equipment, structures, pipe-racks and pipe tracks, and buildings, including piling and/or soils mixing where required;Â Â Â Â Installation of underground piping and drainage systems;Â Â Â Â Finished area grading and paving;Â Â Â Â Installation of structural components of the Project;Â Â Â Â Installation of the vessels, tanks, buildings, and other Equipment;Â Â Â Â Installation of the rotating equipment, motors, turbines, compressors, pumps and blowers;Page 67 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Â Â Â Â Installation of the fire water system extension for Train 4;Â Â Â Â Installation of the power and control cabling systems;Â Â Â Â Installation of the instrument and control devices and systems;Â Â Â Â Installation of telecommunication & security equipment and systems;Â Â Â Â Installation of the instrument, control devices and systems and telecommunication & security systems cabling systems;Â Â Â Â Installation of Electrical, ICSS, Instrument, Telecom & Security Fiber Optic cabling systems;Â Â Â Â Application of paint, insulation, heat tracing, cathodic protection and fireproofing systems;Â Â Â Â Installation of permanent plant roads and security fences;Â Â Â Â Painting two NextDecade logos on the LNG Storage Tank;Â Â Â Â Installation, maintenance and removal of temporary facilities;Â Â Â Â Provision of temporary facilities for the supply of electricity, water, and telephone / communication systems for construction of the works;Â Â Â Â Provision of temporary facilities for the disposal of sewage from the construction worksite up to that time that connection to the new sanitary effluent return line to local sewage treatment plant is available; andÂ Â Â Â Contractor shall ensure temporary strainers or other methods of protecting Equipment are included for all Equipment that is susceptible to damage from construction debris. Contractor shall follow suppliersâ€™ recommendations as to which Equipment this applies as a minimum requirement.Â Â Â Â Installation of any piping, structural, civil, mechanical, electrical, instrumentation, control, or telecommunications tie-ins between Train 4 and Trains 1, 2 and 3 or the Common Systems.Upon completion of the construction scope of work, Contractor shall remove from Site all above ground temporary facilities, except for those agreed with Owner to be retained for future stages of Facility development for which Contractor shall be suitably compensated. For underground temporary utilities see section 15.15.3 of this SOW.15.3Â Â Â Â RULES AND REGULATIONSContractor shall produce written rules of conduct for review and agreement by Owner within [***] ([***]) Days following the start of NTP, which shall apply to all of Contractorâ€™s, and its Subcontractorâ€™s, personnel at the Site. Contractor shall enforce all Applicable Laws, and Applicable Codes and Standards. Such rules of conduct shall cover all employees of Contractor, its Subcontractors, and any visitors.Contractor shall provide a system to identify all personnel working at the Site. This system shall include its own employees and those of its Subcontractors and the Owner. Each employee authorized to be on Site shall wear an identification tag, which shall include a unique pass number of the individual. Visitors and Subcontractors authorized to be on Site shall also

display an appropriate pass.Contractor shall prominently display statutory notices and Site working and safety regulations, including OSHA required notices. Contractor shall bring to its employeesâ€™ attention, and to the attention of the employees of its Subcontractors, notices and instructions as posted, or issued.Page 69 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. 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Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001[***].15.5Â Â Â Â CONSTRUCTION LABORContractor shall fulfill direct and indirect labor needs. Contractor shall use a qualified work force to construct the Project.Contractor shall provide a construction management team (CMT) to manage, supervise and execute the Work.15.6Â Â Â Â CONSTRUCTION EQUIPMENTContractor shall provide, and cause its Subcontractors to provide, Construction Equipment necessary for construction of the Facility and installation of Equipment.All vehicle drivers shall hold a current valid government issued driver license applicable to the class of vehicle they are responsible for driving.All machinery operators shall be qualified to operate their allocated machine. This shall be verifiable by an appropriate certification, which shall be available for review by Owner at any time.It shall be Contractorâ€™s responsibility to maintain all Contractor vehicles at its own cost. Equipment that Contractor deems unfit shall be either repaired or removed from the Site.All Contractor vehicles and those of its Subcontractors and Sub-subcontractors used on public roads shall comply with public road inspection requirements and be duly licensed and insured. Records shall be readily available for Owners audits and review.15.7Â Â Â Â CONSUMABLE CONSTRUCTION MATERIALSContractor shall supply all necessary consumables, including fuels, lubricants, welding rods, welding gases, gaskets, miscellaneous hardware and test materials required to complete construction and installation of the Facility through SC of Train 4.15.8Â Â Â Â SUBCONTRACTSContractor shall develop a Subcontract execution plan that outlines the division and definition of the work scope per Subcontract.Contractor shall develop, pre-qualify, tender, award and administer each Subcontract including those Subcontracts with a design, material supply and shop fabrication element.Refer also to Section 14.0 above.15.9Â Â Â Â DRAINAGEContractor shall provide temporary drainage systems for the handling of storm water runoff during construction in accordance with Storm Water Pollution Prevention Plan for Construction, 195910-000- EP-PL-0001, included in the BOD. Wherever Contractor deems practical, permanent drainage systems shall be used in the management of storm water runoff.Page 71 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. 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Construction electrical energy usage shall be to the Contractorâ€™s account.Contractor shall provide and maintain all construction electrical facilities to the individual process units and area battery limits.Contractor shall design, provide, and install transformation, and distribution of construction power for Train 4 as necessary within the Site boundary. Contractor shall provide generation of construction power by temporary diesel generators up until that time construction power supply is available, and for use in parts of the Site remote from Contractorâ€™s Site construction power distribution system and/or where cable supplied construction power does not fully meet the demand.The permanent power supply to the Facility will be provided from AEPâ€™s Pompano switchyard which will be located within the Facility fence line at its northern perimeter and constructed by a third party. The connection of the Facility to the AEP grid is at Transmission line level. Contractor may, subject to prior agreement with AEP and Owner, arrange for supply of construction power for use during construction to be changed over from contractorâ€™s connection to AEP to supply from the Pompano switchyard, or part of the permanent power supply system for the Project fed from the Pompano switchyard, should this be beneficial to the Project. Costs for this change in power source shall be to Contractorâ€™s account. Contractor shall in such event remain liable for payment of electrical power usage for construction and power usage shall be metered accordingly.Contractor shall remain liable for payment of power usage by permanent facilities up to commencement of commissioning activities of Train 4.15.11.2Â Â Â Â Temporary Sanitation FacilitiesContractor shall provide toilets and washing facilities for use by workers on Site. These facilities shall be strategically located within Contractor's designated compounds in the vicinity of major Work areas. Facilities shall be segregated for male and female use.[***].Cost for treatment of sanitary sewage from Contractorâ€™s construction workforce shall be to Contractorâ€™s account based on potable water usage by Contractorâ€™s construction personnel, which shall be metered separately from water usage for other construction purposes.15.11.3Â Â Â Â Water Supply for ConstructionPage 72 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. 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Cost of all freshwater usage for construction purposes including use by Contractorâ€™s construction personnel shall be to Contractorâ€™s account.[***].15.12Â Â Â Â DISPOSAL OF CONSTRUCTION WASTEContractor shall be responsible for the safe disposal of construction wastes and, where practical, recycle in accordance with the Agreement.15.13Â Â Â Â SECURITYContractor shall prepare a site security plan that complies with all Applicable Law.Owner will prepare the Project Security Plan per 33 CFR 105 Subpart D for review and approval by the US Coast Guard with assistance by external consultants. Contractor shall provide required engineering design input only.Contractor shall provide a secure boundary around all construction areas and its establishment area with adequate security services. Contractor shall provide controlled access points between Contractorâ€™s area and public areas, shall man such access points during working hours, and shall keep such access points securely locked at all other times.Contractor shall be responsible for security at the Site until all of the requirements of SC for Train 4 have been satisfied. Contractor shall provide all security personnel and liaison with government authorities as needed. Fencing and security devices shall be provided and maintained to prevent unauthorized access to the Train 4 Site and to prevent theft or damage. Contractor shall employ security personnel to police the Site entrances, fencing and secure areas at all times (including weekends and nights) and shall carry out random searches of vehicles arriving or leaving the Site.Contractor shall, pursuant to the Agreement, prepare a Site access plan for review and approval by Owner. Contractorâ€™s Site access plan shall include measures related to Site access described in the Agreement. The plan shall contain procedures for security operations, access and egress, employee identification, employee screening for alcohol and drugs, random searches, videography and photography and emergency and contingency plans.Contractor shall only permit access onto the Site by authorized personnel of the Contractor, its Subcontractors and Sub-Subcontractors, and by authorized personnel of the Owner and the Ownerâ€™s other contractors, consultants, representatives or invitees. Contractor shall not permit access to the Site by personnel not engaged in performance of the Work without prior written consent of Owner. Contractor shall ensure that the Site rules and regulations clearly state the names and status of the personnel who are authorized to grant access to the Site.Contractor and Subcontractor employees, consultants and authorized visitors will be allowed to park on Site at designated locations in areas as agreed with Owner as part of the temporary facilities plan. Parking lots and temporary roads will have temporary surfacing for dust mitigation (i.e., use of crushed concrete or gravel for surfacing and operation of water trucks) and be fenced and lighted with Page 74 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. 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Vehicles entering or leaving the Site and parked on Site will be subjected to random search as considered necessary by either Contractor or Owner.15.14Â Â Â Â HEAVY LIFTSAll heavy and/or critical lifts on the Project shall be performed in accordance with Contractorâ€™s rigging plans, practices and rigging procedures and in accordance with the SIMOPS plan.The land-based portion of the Projectâ€™s crane operations and rigging gear shall conform to Applicable Codes and Standards and Applicable Law.Whenever a crane is used from land to work-on or load a ship or barge which is in navigable waters, maritime regulations shall apply to the crane and all lifting attachments. Detailed crane operation and rigging procedures to be prepared for the marine portion of the Work will reflect these different standards.Rigging studies shall be prepared for all heavy or critical lifts. Heavy or critical lifts are defined as those where:Â Â Â Â Lifted item weighs 50 tons or more;Â Â Â Â Lifted itemâ€™s weight exceeds 85% of the maximum rated load for the lifting equipment;Â Â Â Â Any multiple crane lift where two or more cranes are used, not including tailing crane;Â Â Â Â Any lift where the crane load line will not be vertical; orÂ Â Â Â Any lift that requires special handling because of location and/or configuration as required by engineering or SubcontractorCritical lift plans shall consider soil investigation to determine soil bearing capacity and subsurface hazard location in order to define corrective action if found deficient.Contractor shall carry out necessary lifting/rigging studies and calculations and make them available for Ownerâ€™s review [***] ([***]) working days prior to the scheduled lift. Contractor shall only employ cranes and lifting equipment that have been tested and certified and have required tagged identification and current and valid inspection records.Contractor shall keep records of tests and certification of all lifting equipment, cranes and operators employed on the Project, for inspection by Owner.All machinery and lifting appliances shall be inspected, tested and certified in accordance with statutory requirements and current certification shall be produced for inspection by Owner upon any request during the progress of the Work.Contractor shall prepare the necessary notification to FAA for cranes with an operating height greater than 200 feet considering the minimum [***] ([***]) month duration required by FAA to process the notification.15.15Â Â Â Â CONSTRUCTION TEMPORARY FACILITIESPage 76 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Access, egress, [***], utilities, parking, lay down areas, and temporary utility routings shall all be reviewed to enable a safe, functional, and environmentally sensitive installation.Page 77 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-000115.15.1Â Â Â Â Contractor Offices and FacilitiesContractor shall be responsible for providing its own offices and facilities. This shall include offices, induction center, training facilities, medical Project facilities, gate houses, warehousing, pipe fabrication, painting facilities, toilets, network systems and connections, phones and internet connection.This includes temporary internet and telecom connection to a service providers network at a remote location.Permanent internet and telecom connection will become available after central control and administration buildings are erected and permanent internet and telecom connection is established.Contractor may, subject to prior agreement with internet/telecom provider and Owner, arrange for internet and telecom connection for use during construction to be changed over from temporary to permanent internet and telecom connection should this be beneficial to the Project.Buildings shall be equipped with smoke detectors and fire extinguishers. Construction utilities shall be provided by Contractor per the Agreement.Contractor shall provide necessary communication systems during construction, Commissioning, and initial operation of for facilities forming part of the Work for Train 4 up to SC of Train 4. Contractor shall include for the needs of Contractorâ€™s Subcontractors and visitors. Contractor shall be responsible for obtaining any licenses and permits necessary to operate the Equipment that it uses during construction, Commissioning, start-up and initial operation of the facilities.Contractor shall provide Site accommodation for Ownerâ€™s personnel as provided for under Section 23 below.15.15.2Â Â Â Â Material Storage and LaydownContractor shall provide warehousing and laydown facilities sufficient to ensure the efficient handling and safe storage of materials and Equipment. (Contractor may wish to consider offsite storage locations at Port Isabel or within BND controlled areas), Contractor shall agree to a traffic management plan for transfer of materials to Site which will be provided to the Owner for review.15.15.3Â Â Â Â Underground UtilitiesContractor shall be responsible for all utilities required for operation of temporary facilities and Equipment. In the event such utilities are installed underground, associated trenching, bedding, installation of the utility cables/piping, installation of any required protective materials, and filling and compacting the trench is the Contractor's responsibility.Temporary underground services shall be indicated on an underground services drawing. These will be cut-off just below grade, capped, and abandoned in place before SC of Train 4(unless agreed with Owner to be retained for future stages of Facility development) and shall be included in the Record As- Built Drawings and Specifications to be handed over by Contractor upon SC.15.15.4Â Â Â Â Parking FacilitiesPage 78 of 63 This document, and the information it contains, are the

property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001A plan for adequate parking facilities for all vehicles directly or indirectly involved in performance of the Work at Site for Train 4 shall be submitted by Contractor.Page 79 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Contractor shall submit a plan for Ownerâ€™s approval that shows the layout and size of planned parking facilities, along with any associated bussing considerations and traffic flows. Parking and traffic flow relative to Work at Site shall be consistent with any Permit requirements.Contractorâ€™s plans for the provision of parking facilities at the Site are to comply with the Contractorâ€™s Temporary Facilities Plan.15.15.5Â Â Â Â Site Clean-up at the end of ConstructionExcept as provided in section 15.15.3 above, temporary facilities shall be removed from Site by SC of Train 4, unless agreed with Owner to remain in situ, or relocated elsewhere, on the Site for use in a future stage of Facility development.15.16Â Â Â Â CONTRACTORâ€™S TOOLS AND CONSTRUCTION EQUIPMENTConstruction Equipment shall be supplied by Contractor or be provided by Contractorâ€™s Subcontractors for the Subcontract work scope required. Contractor shall inspect Construction Equipment prior to it being mobilized to the Site and shall maintain up-to-date inspection certificates, evidenced in the field by colored tags. Contractor shall require that Construction Equipment be inspected at least quarterly, maintained, and, when necessary, necessary repairs are carried out and completed before the Construction Equipment concerned is used on Site. Contractor shall maintain records of inspections, repairs and tests at the Site.Contractorâ€™s Construction Equipment shall conform to any requirements stated in the Agreement.All machinery operators shall be qualified to operate their allocated machine. This shall be verifiable by an appropriate certification, which shall be available for review by Owner at any time.15.17Â Â Â Â CONSTRUCTION PERMITSContractor shall be responsible for obtaining the Permits necessary for the execution of Contractorâ€™s Work.Contractor shall provide all necessary technical information required to support Contractorâ€™s Permit applications. For such Permits Contractor is required to obtain pursuant the Agreement, Contractor shall pay for applicable fees or charges.Contractor shall also provide prompt assistance, information and documentation reasonably requested by Owner in connection with Permits for which Owner is responsible and as further described under Section 21.1 of this SOW.16.0Â Â Â Â PRE-COMMISSIONING, COMMISSIONING, COMPLETION AND ACCEPTANCE16.1Â Â Â Â GENERALContractor shall be responsible for pre-commissioning, Commissioning, start-up, and initial operation of the Train 4 Facility up to SC of Train 4. Contractor will be assisted by Ownerâ€™s operating and maintenance personnel, once fully trained, in accordance with the Agreement.Contractor shall submit a high-level Commissioning and start-up strategy document for Owner review and acceptance within [***] ([***]) Days following NTP. The Commissioning and start-up strategy Page 80 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001document shall provide the framework and outline schedule for Contractorâ€™s subsequent development of detailed Commissioning and start-up plans, procedures, manuals, method statements and other pre-Page 81 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001commissioning, Commissioning and start-up documentation necessary for Commissioning and start-up of the Facilities.The Contractor's Commissioning and start-up plan will utilize Contractor's standard procedures and work processes to execute Commissioning and start-up activities, modified as necessary to address Project specific requirements.Contractor shall provide detailed procedures for Commissioning and start-up activities for each Equipment system and subsystem, and detail specific provisions for commissioning the interfaces between Train 4 and Train 1, Train 2, Train 3 and the Common Systems.Contractor's Commissioning and start-up plan shall define the forms, document flow, schedule, certification scheme, status monitoring methods, and commissioning and start-up requirements check- lists for each Equipment system and subsystem.Pre-commissioning includes tests, inspections, cleaning and other activities which are carried out after construction completion for a given system/subsystem has been achieved, at ambient temperature and without the presence of process fluids.During detailed design and Commissioning Contractor shall pay particular attention to the tie-ins between Train 4 and Trains 1, 2, and 3 and the Common Systems.16.2Â Â Â Â COMMENCEMENT OF COMMISSIONING AND START-UPContractor shall commence Commissioning activities promptly after mechanical completion of each system or subsystem, as applicable. Contractor shall execute all Work required for pre-commissioning, commissioning and start-up of Train 4. This Work includes all pre-commissioning, commissioning, the provision of start-up spare parts and the scheduling of Contractor's commissioning team's construction support personnel, commissioning specialists, vendor representatives, Subcontractor and other necessary parties required.Contractor shall include for the cost of Subcontractor (including vendor) technical representatives required at Site to support construction, Commissioning and/or start-up of the Facility up to SC of Train 4.Contractor shall provide a commissioning manager and a commissioning team. The commissioning team shall interface with the construction team to ensure that commissioning is completed in the correct sequence by system, that all commissioning inspections and tests are conducted, and that all necessary certificates and documents are completed as required by the Agreement for turnover at SC. Owner will monitor and liaise with Contractor's commissioning manager.Commissioning includes tests, inspections and adjustments carried out after pre-commissioning activities for a given system/subsystem have been completed, as far as practical and prior to the introduction of hydrocarbons (Feed Gas).Chemicals will be charged as part of the commissioning program when safe to do so.16.3Â Â Â Â OPERATOR TRAININGSee Section 20 of this SOW.Page 82 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Page 83 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-000116.4Â Â Â Â OPERATIONS TESTSContractor shall perform certain operations tests, in compliance with all applicable requirements of the Agreement. The operations tests shall be performed prior to SC of Train 4. Any issues that adversely impact the applicable operations tests that are identified during the performance of the operations tests shall be corrected and the operations tests repeated prior to SC of Train 4.[***].17.0Â Â Â Â SIMULTANEOUS OPERATIONSContractor shall avoid impact to operations of and LNG production from Trains 1, 2 and 3 while Train 4 is being constructed or commissioned. Contractor shall also design Train 4 in such a manner that the Expanded Facility may be commissioned and constructed without impact to operations and LNG production. Contractor shall, working closely with Owner personnel, prepare a plan for simultaneous operations (SIMOPS). The SIMOPS plan shall address the measures to be taken to address the risks to operating plant, personnel, and the environment posed when construction activities are going on in close proximity to the operating facilities. [***].Contractor shall supply and erect temporary fences between areas of the Site where construction, pre- commissioning or commissioning is ongoing and those areas of the Site in which plant Equipment is live and operational. Gates shall be provided in the temporary fencing to permit access between the live operating areas of Trains 1, 2, and 3 and the Train 4 Facility and other construction work areas still under Contractorâ€™s control during construction and pre-commissioning. Access between the Trains 1, 2 and 3 live operating areas and the Train 4 and other non-operational work areas shall be restricted and controlled by security guards. Contractor shall remove and dispose of temporary fences following SC of Train 4.Contractor shall engineer, procure, install, commission and test piping tie-ins in Train 4 as required to tie-in future trains. This includes but not limited to process and utilities connections, and is required for any connection that would otherwise necessitate a shutdown of any Train or the Common Systems.18.0Â Â Â Â OPERATIONS AND MAINTENANCE MANAGEMENT SYSTEMS AND PROCEDURESContractor shall jointly with Owner develop the operations and maintenance management systems and procedures described below.18.1Â Â Â Â ASSET INTEGRITY MANAGEMENT SYSTEMSContractor shall obtain and provide in Office 365 Excel format all relevant baseline data required to load Owners asset integrity management systems. Such systems shall be ready for use for RFSU for Train 4 and shall be used in start-up and initial operations of Train 4.[***]18.2Â Â Â Â OPERATIONS MANAGEMENT PROCEDURESPage 84 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. 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Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-000118.3Â Â Â Â Operations and MAINTENANCE PROCEDURES AND MANUALSContractor shall provide any operations and maintenance manuals and procedures necessary for Train 4, working closely with Ownerâ€™s operations and maintenance personnel to agree the content and level of detail required.18.3.1Â Â Â Â Maintenance ProceduresContractor shall provide maintenance procedures, including but limited to, those listed below:Â Â Â Â Catalyst change-out on a piece-of-equipment-basis and including an isolation procedure (E- N/P);Â Â Â Â Non-statutory preventative maintenance (PM) program on a piece-of-equipment-basis including an isolation procedure (E-N/P) and condition monitoring system (CMS) set up for applicable rotating equipment items; andÂ Â Â Â Inspection, and repair procedures for plant equipment including rotating equipment, pressure vessels (including internals), instrumentation, electrical equipment, and package equipment.18.3.2Â Â Â Â Statutory Maintenance / Inspection ProceduresContractor shall provide the statutory maintenance / inspection procedures, including but limited to, those listed below:Â Â Â Â Set up of statutory examination procedures for pressure vessels and pressure systems in accordance with 49CFR 193/API 510;Â Â Â Â Set of statutory examination procedures for pressure relieving devices in accordance with 49CFR 193;Â Â Â Â Set of statutory examination procedures for pressure systems (piping) in accordance with 49CFR 193 including recording as built thickness measurements;Â Â Â Â SIL level 3 periodic maintenance inspection procedures including alarm and shutdown procedures verification record and software backups;Â Â Â Â Fiscal metering calibration details and test protocol;Â Â Â Â Cathodic protection inspection;Â Â Â Â Set up MSDS database and inventories record;Â Â Â Â Lifting equipment inspection;Â Â Â Â Inspection and maintenance of fire and gas (F&G) detection system equipment and fire extinguishers;Â Â Â Â Water discharge monitoring for compliance with regulatory and permitted requirements; andÂ Â Â Â Hazardous inventory reporting (FERC).18.3.3Â Â Â Â Operations and Maintenance ManualsContractor shall prepare or update all required Train 4 operations and maintenance manuals for review and agreement by Owner, and shall include but not necessarily be limited to:Â Â Â Â Operation and maintenance manuals for each process system; andÂ Â Â Â Marine facilities operating procedures manual.Page 86 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Preparation of the operations manual required under 33 CFR 127.305 and 49 CFR 193.2509 (and FERC guidelines) and the marine operations manual shall be the responsibility of Owner based on the operating and maintenance manuals provided by Contractor.The schedule for preparation of these documents shall be mutually agreed by Contractor and Owner.Contractor shall provide electronic copies of the final versions of the forgoing documents upon agreement with Owner.19.0Â Â Â Â PREPARATION OF PRECOMMISSIONING, COMMISSIONING, AND INITIAL START-UP PROCEDURES AND MANUALSContractor shall prepare or update the following pre-commissioning and Commissioning instructions, start-up and shutdown procedures, and operating and maintenance manuals for review and agreement by Owner.Â Â Â Â Pre-commissioning and Commissioning instructions;Â Â Â Â Initial Start-up and shut down procedures including both normal and emergency shutdown (E-N/P);Â Â Â Â Operation and maintenance manuals.; andÂ Â Â Â Marine facilities operating procedures manual.The schedule for preparation of pre-commissioning, commissioning and start-up documentation shall be mutually agreed by Contractor and Owner.Contractor shall provide electronic copies of the final versions of the forgoing documents upon agreement with Owner.Manuals and procedures shall include the specific training subjects listed under Section 20.2 of this SOW.Preparation of the operations manual required under 33 CFC 127.305 and 49 CFR 193.2509 (and FERC guidelines) and the marine operations manual shall be the responsibility of Owner based on the operating and maintenance manuals provided by Contractor.20.0Â Â Â Â CONTRACTOR PROVIDED TRAINING FOR OWNER PERSONNELContractor shall provide training for up to [***] ([***]) Ownerâ€™s operations and maintenance personnel. Ownerâ€™s operations personnel will assist Contractor in start-up and initial operations of the Facility.Owner will provide operating and maintenance personnel for training in accordance with the Agreement.20.1Â Â Â Â UPDATING OF OPERATIONS TRAINING SIMULATORContractor shall update Phase 1 Facilities operations training simulator to include Train 4. The training simulator update shall be used for typical start-up, operating, and upset scenarios of Train 4. Contractor shall propose a list of scenarios to include with the training simulator. The updated training simulator shall be ready to begin operator training not later than one (1) year prior to RFSU for Train 4.20.2Â Â Â Â PREPARATION OF TRAINING MATERIALSPage 87 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). 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Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Â Â Â Â Process overview;Â Â Â Â First aid;Â Â Â Â OSHA compliance training;Â Â Â Â Visitor induction (training for general visitors to Site before access to Site);Â Â Â Â General Subcontractor induction (training for Subcontractor before access to Site);Â Â Â Â Fire & emergency response;Â Â Â Â Permit to work training;Â Â Â Â Confined space entry / awareness;Â Â Â Â Lock-out / tag-out;Â Â Â Â Storage & handling of hazardous wastes;Â Â Â Â Operations training simulator update (See Section 20.1 of this SOW);Â Â Â Â Mechanical discipline specific training;Â Â Â Â Electrical discipline specific training;Â Â Â Â Instrument & control discipline specific training; andÂ Â Â Â Telecoms systems discipline specific training;20.3Â Â Â Â PREPARATION OF TRAINING MATERIALS FOR SUBCONTRACTOR EQUIPMENT PACKAGESContractor shall arrange for Subcontractor (vendor) Equipment package providers to prepare and supply training materials necessary for training of Contractorâ€™s and Ownerâ€™s personnel in installation, commissioning, start-up, operation and maintenance of such Equipment.20.4Â Â Â Â TRAINING COURSESContractor shall provide all required training courses, including any by Subcontractors, for Owners operations and maintenance personnel. Training shall be based on operational roles and responsibilities. Contractor shall advise and get agreement with Owner for use of any third-party training programs or providers. [***].20.5Â Â Â Â TRAINING COURSES FOR VENDOR EQUIPMENT PACKAGESContractor shall arrange for Equipment Subcontractors to provide training of Ownerâ€™s operation and maintenance personnel.All course manuals and instruction books shall be provided to trainees at the beginning of the course. Training and training materials shall be in the English language.21.0Â Â Â Â ASSISTANCE TO OWNER21.1Â Â Â Â REQUIRED SUBMISSIONS TO REGULATORY AGENCIESContractor shall be responsible to maintain any Permit-required design change logs. Any logs already in progress will be handed over to Contractorâ€™s custody upon Agreement execution.Contractor shall, when requested, provide technical assistance to Owner in relation to the engineering specification and operation of the facilities and systems included in Contractorâ€™s scopes of work. Such Page 89 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001technical information shall include preparation and packaging of the design documentation required to support each Permit application or submission for regulatory purposes, including submissions forPage 90 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001release of construction packages, and documentation needed to obtain operating license(s) that is within the scope of the Facility and requirements of the Agreement.21.2Â Â Â Â TECHNICAL SUPPORT TO OWNERâ€™S REGULATORY SERVICES CONSULTANTSContractor shall provide technical information related to the design, construction, commissioning, start- up and operation of the Facility to Ownerâ€™s third-party regulatory consultants when requested and to the extent necessary to support Ownerâ€™s regulatory obligations.22.0Â Â Â Â THIRD-PARTY INTERFACESThird-party interfaces and associated dates of supply for the Work will be per the Agreement. The following sections address the main Project third-party interfaces:22.1Â Â Â Â FEED GAS SUPPLY INTERFACE WITH RIO BRAVO PIPELINEContractor shall perform the following:Â Â Â Â Exchange of engineering information necessary to define the operating and design conditions for both the Facility and the natural gas pipeline custody transfer battery limit metering station;Â Â Â Â Exchange of engineering information necessary to define the precise locations and details for the following connections between natural gas pipeline company and the Project:Â Â Â Â Piping (assumed at fence-line perimeter), andÂ Â Â Â Electrical, instrument and telecommunications cabling, coiled for installation in the local equipment room;Â Â Â Â Mount Rio Bravo Pipeline cabinets in the CCB, and connect to ABB-provided operator panels in the Central Control Room; andÂ Â Â Â Coordinate construction activities with natural gas pipeline company to minimize interference between each otherâ€™s activities.All other works within the Rio Bravo Pipeline Company LLC custody transfer battery limit metering station shall be performed by Rio Bravo Pipeline Company LLC.22.2Â Â Â Â NOT USED22.3Â Â Â Â NOT USED22.4Â Â Â Â NOT USED22.5Â Â Â Â 138 KV SWITCHYARD INTERFACE WITH AEP (POMPANO)Contractor shall supply and install cables for two (2) 138 kV feeders from AEPâ€™s 138 kV Pompano switchyard to the Facilityâ€™s main intake substation number 2. Cable installation will be including the part in Pompano switchyard up to the AEP switchgear. AEP shall connect the 138kV feeder cables to their own switchgear.Contractor shall supply and install all control- and fiber optic cables required for the connection between AEPâ€™s and Main Intake switchgear including the part in Pompano switchyard. AEP shall make the required connections onto their own equipment.Page 91 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Contractor shall perform the following:Page 92 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Â Â Â Â Contractor shall provide all necessary exchange of engineering information necessary with the contractor responsible for design, construction, commissioning, and start-up of the new Switchyard to fully define the operating and design parameters, precise locations and details for connection to the power connection. Such information exchange shall be through Owner.Â Â Â Â Tie-in to the new 138 kV supply when available in accordance with agreement reached between Owner and AEP, and to commission and operate the interconnection in accordance with procedure agreed with AEP;Â Â Â Â Underground single core 138 kV cable connecting AEPâ€™s 138 kV GIS switchgear at Pompano switchyard with Terminalâ€™s 138 kV GIS switchgear at Main Intake Station 2Â Â Â Â The cable shall be provided by Contractor, including the portion within Pompano switchyard.Â Â Â Â The cable shall be laid by Contractor over the full length of the cable, including the part on Pompano switchyard. During detailed design Contractor and AEP shall mutually agree the exact routing of the cable on Pompano switchyard.Â Â Â Â The cable shall be laid underground both at Terminal area as at the Pompano switch yard area. There shall be no intermediate overhead crossing over the fence.Â Â Â Â At Pompano switchyard Contractor shall cap the cable end and leave it with sufficient length to the satisfaction of AEP for later termination.Â Â Â Â AEP shall terminate the cable onto the 138 kV GIS switchgear at Pompano. Contractor shall terminate the cable onto the GIS 138 kV switchgear at MIS 2.Â Â Â Â Contractor is requested to share their proposed cable specifications with Owner at the earliest opportunity. Owner will share the specification with AEP and obtain comment if any.Â Â Â Â Cable for control and protection connecting protection elements at both side of the circuit.Â Â Â Â Status indication of Pompano switchyard in Facility Electrical Control and Monitoring systemÂ Â Â Â Contractor shall provide an FO cable for status indication of Pompano switchyard into the Terminal ECMS (Electrical Control and Monitoring System). The cable shall be provided by Contractor and owned by Owner over the full length of the cable, including the part on Pompano switchyard.Â Â Â Â The cable will be a minimum 48 cores Fiber Optic cable.Â Â Â Â Contractor is responsible for all cable testing, HV as well as FO loop testing.Â Â Â Â AEP is responsible for protection setting and functional testing except for testing ECMS.Â Â Â Â All testing shall be performed in close cooperation between AEP and Contractor.Â Â Â Â Construction PowerÂ Â Â Â Contractor is responsible for engaging with AEP into an agreement to obtain a MV electrical connection to the grid that can be used for Facility construction purposes.Â Â Â Â AEP informed Owner that AEP will build a MV overhead circuit connection from present Port Isabel switchyard to Union Carbide switchyard near Brownsville harbor. The overhead circuit will run just north of Highway 48. This MV circuit will be available for Contractor to obtain construction power for the Facility construction phase. For details regarding this new circuit, such as voltage level, tie-in point details, maximum power capacity and other relevant details required for Contractor to design construction power system, Contractor may contact AEP.Page 93 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001All other works within the AEP switchyard shall be performed by AEP, or a third-party contractor appointed by AEP.Page 94 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-000122.6Â Â Â Â NOT USED22.7Â Â Â Â TEMPORARY FENCING AND UTILITIES FOR EXPANSION OPTIONSIn a similar fashion as the SIMOPS description for future options on expansion steps, such as the construction of the LNG truck-loading bays and fourth LNG storage tank, followed by further masterplan components of the Expanded Facility, shall always be accompanied by a detailed plan to:Â Â Â Â Regulate construction access and temporary facilities segregation from operating units;Â Â Â Â Contain extra safety precautions and readiness to stop work and evacuate on demand;Â Â Â Â Provide laydown areas and access routes to support expansion steps;Â Â Â Â Arrange for metering to segregate utilities used for construction from Ownerâ€™s operations usage; andÂ Â Â Â Embed in the design of various disciplines space and tie-in provisions for expansion steps, to avoid Facility shutdowns.22.8Â Â Â Â BROWNSVILLE NAVIGATION DISTRICT TARIFFContractor shall familiarize itself with the Port of Brownsville Tariff No. 6 issued on December 6, 2016 and effective as of March 1, 2017 (as amended) and the authorized rates, rules and regulations governing the use of the BSC. Contractor shall include in its scope the cost of all wharfage, port, harbor and other charges incurred through Contractor and its Subcontractorsâ€™ and Sub-subcontractorâ€™s use of the POB facilities to access the Site during construction, Commissioning, start-up and testing of the Facility.22.9Â Â Â Â ENVIRONMENTAL IMPACT STATEMENT DIVISION OF RESPONSIBILITYFERC issued a Draft Environmental Impact Statement in October 2018 and a Final Environmental Impact Statement on April 26, 2019 (collectively, the â€œEISsâ€). Contractor and Owner have reviewed the action items set forth in such EISs and, as between Owner and Contractor, have developed and agreed a division of responsibilities (â€œDORâ€) for each Partyâ€™s obligations in relation to the action items set forth in the EISs. The items identified in Appendix A-1 as being Contractor actions are included within this SOW. Any changes to Appendix A-1 shall be implemented in accordance with the terms of the Agreement.23.0Â Â Â Â FACILITIES FOR OWNER PERSONNEL23.1Â Â Â Â OFFICE ACCOMMODATION FOR OWNER PERSONNEL IN CONTRACTORâ€™S HOME OFFICEContractor shall provide the following serviced office accommodation for Owner personnel in Contractorâ€™s Home Office:Â Â Â Â Five (5) offices (walled, standard size);Â Â Â Â Ten (10) cubicles (standard size); andÂ Â Â Â One (1) 12-person capacity dedicated conference room.Page 95 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Contractor shall provide Owner with access to Contractorâ€™s networked printer and scanning facilities locally. Owner will supply all computers for Ownerâ€™s personnel.Page 96 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-000123.2Â Â Â Â TEMPORARY FACILITIES PROVIDED AT SITE BY CONTRACTOR FOR OWNERâ€™S PROJECT PERSONNELContractor shall provide the following serviced temporary Project Site offices for Ownerâ€™s project personnel up to SC of Train 4[***].24.0Â Â Â Â PERFORMANCE GUARANTEES AND PERFORMANCE TESTINGContractor shall provide Performance Guarantees as required by the Agreement.Contractor shall carry out Performance Tests to demonstrate the Facility meet the Performance Guarantees and Minimum Acceptance Criteria specified in the Agreement.25.0Â Â Â Â PROCESS LICENSE FEESContractor shall obtain the APCI, BASF and [***] process licenses and novate to Owner. Contractor shall include the cost of APCI, BASF and [***] process license fees required for the design of the Project.26.0Â Â Â Â DOCUMENT NUMBERINGContractor shall number general project documents and engineering deliverables per the Phase 1 Owner numbering specification (RG-NTD-000-DM-PRC-00001). This will require Contractor to request document numbers for Engineering Technical Documents before they are issued. For Contractor's documents that are other than Engineering Technical Documents (such as material requisitions and PO's, subcontracts, supplier/subcontractor documents) Owner will require Contractor to provide its intended Document Numbering, Revision and Issue States Specification for such items after NTP. Documents require Owner document number, and the attributes will be required for each document.27.0Â Â Â Â RECORD AS-BUILT DRAWINGS AND SPECIFICATIONSContractor shall provide Record As-built Drawings and Specifications as required by the Agreement.28.0Â Â Â Â HANDOVER DOCUMENTATIONContractor shall provide handover documentation as part of SC of Train 4, as required by the Agreement. Most information shall be available prior to RFSU to support start-up and initial operations.29.0Â Â Â Â INFORMATION SYSTEMS FOR OWNER USEContractor shall set up and implement those information systems necessary to perform detailed engineering, design, procurement, construction, pre-commissioning, Commissioning and start-up of the facilities, and for initial operation of Train 4, between RFSU and SC of the Train 4.Page 97 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the

misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001Contractor shall obtain, and provide in Office 365 Excel format all relevant baseline data required to load Ownerâ€™s operations and maintenance information management tools to deliver seamless transition to Owner for Ownerâ€™s operation and maintenance commencing at SC of Train 4.[***].Page 98 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-000130.0Â Â Â Â EXCLUSIONS FROM CONTRACTORâ€™S SCOPE OF WORKOwner will provide in accordance with Agreement Attachment V:Â Â Â Â Natural Gas SupplyOwner will supply sufficient natural gas as required by Contractor for efficient commissioning, start-up and operation of the Project.Â Â Â Â Permanent Power SupplyOwner will provide power for the start-up and initial operation of Train 4 from commencement of commissioning activities for Train 4.Â Â Â Â Permanent Water SupplyOwner will provide water for the start-up and initial operation of Train 4 from RFSU.Â Â Â Â Permanent Sewage DisposalOwner will provide for sewage disposal from the permanent Facility from RFSU of Train 4.Â Â Â Â Permanent Internet ConnectionOwner will provide for permanent internet service for the Facility following SC of Train 1.Â Â Â Â Plant SecurityPrior to SC Train 4, Train 4 areas of scope (as shown in Attachment Z) shall be separated from Trains 1, 2 and 3 using a temporary fence provided and installed by Contractor. Access to and from Trains 1, 2 and 3 after substantial completion of each such Train (including Utilities, LNG Tank 1 and 2 area and Jetties) will be controlled by Owner.Â Â Â Â Call-off and General Service ContractsThe following call-off services will be supplied by Owner as of SC of Train 4:Â Â Â Â Equipment maintenance contracts (LTSA);Â Â Â Â General maintenance and turnaround contracts;Â Â Â Â ICSS support;Â Â Â Â Laboratory operationsÂ Â Â Â Analyzer reference gas supply.Â Â Â Â Computer hardware (laptops, desktops, workstations) and software for Ownerâ€™s use will be provided by Owner.Â Â Â Â Owner will obtain certain Permits listed in the Agreement.[***].Page 99 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001APPENDIX A-1: ENVIRONMENTAL IMPACT STATEMENT COMMITMENTSThe â€œAppendix A-5 Environmental Impact Statement Commitmentsâ€ document was transmitted through Asite from Phase 1 Owner to Contractor on May 24, 2019. The Parties hereby agree that this document is incorporated by reference into the Agreement and forms a part of the Scope of Work, and such document is fully incorporated into the Agreement as if fully repeated therein.Page 100 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001APPENDIX A-3: NOT USED[***]Page 102 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. 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Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRev. 0 05AUG24EPC SCOPE OF WORK OF THE TRAIN 4 FACILITYRG2-NTD-000-PE-SOW-0001APPENDIX A-5:Â Â Â Â [***][***]Page 104 of 63 This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, Rio Grande LNG Train 4, LLC and/or its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term is used in relevant agreements between Company and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of Company and in certain cases, its licensors. Company reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSCHEDULE A-2EPC BASIS OF DESIGN FOR RIO GRANDE LNG FACILITYRG-NTD-000-PE-BOD-00001[***]This document, and the information it contains, are the property of or contains intellectual property that has been licensed to, NextDecade LNG, LLCÂ Â Â Â 1(â€œNextDecadeâ€) for use by NextDecade and its affiliates (â€œCompanyâ€). This document and its contents are â€œConfidential Informationâ€ as such term isused in relevant agreements between NextDecade and the recipient. It may not be disclosed internally or to third parties without the prior, express approval of NextDecade and in certain cases, its licensors. NextDecade reserves all rights in relation to the misappropriation or misuse of this document and the Confidential Information that it contains. Please refer to your legal department regarding the terms and conditions of use.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT B CONTRACTOR DOCUMENT DELIVERABLESRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement1.Â Â Â Â INTRODUCTIONIn addition to the other requirements under the Agreement, Contractor shall be responsible for providing Owner with all the Drawings, Specifications, other documents, electronic models and electronic databases required under this Attachment B but not strictly limited to those listed below but required to be provided by Contractor to Owner under the Agreement. Hereinafter, any reference to documents shall mean the Drawings, Specifications and other documents, electronic models and electronic databases (the â€œDocumentsâ€) required under this Attachment B, unless specifically stated otherwise.2.Â Â Â Â OBJECTIVESThe objective of this Attachment B is to provide the requirements for the creation, issuance, review, approval, incorporation of comments, as-built, and handover of documents required to be provided by Contractor to Owner under the Agreement.Where Contractor uses Subcontractor for documents listed in Schedule B-1, the requirements in Attachment B on Contractor will apply to Subcontractor.3.Â Â Â Â DOCUMENT MANAGEMENT, DISTRIBUTION, AND OWNER RESPONSEContractor and its Subcontractors shall prepare all documents as and when necessary for the performance of the Work, and in addition, Contractor shall distribute or make available to Owner the documents described in this Attachment B within the times required under this Attachment B.Within [***] ([***]) Days after issuance of NTP, Contractor shall issue a revision to the document register currently used for the Phase 1 Facilities that will incorporate Train 4 (hereinafter â€œMaster Document Registerâ€) containing a listing of the required documents pertinent to the Work authorized by such Notice that Contractor is aware of at the time of its issuance as defined in Section 3.3B of Agreement. This Master Document Register shall be updated throughout the Project as the design, engineering, procurement, construction, commissioning, start-up, and training progresses and the need for further documentation is identified. A separate document register will be developed by Contractor for Equipment Subcontractor documentation and issued to Owner for review.Except as otherwise provided in the Agreement, Contractor shall issue the document transmittal by email to an email address designated by Owner. The transmittal for the associated documents shall state the action to be taken, i.e. â€œFor Reviewâ€ or â€œFor Information.â€Schedule B-2 provides a representative listing of the requirements for Equipment Subcontractor documentation and descriptions of the contents of such documentation to be provided by Equipment Subcontractors. Contractor shall distribute to Owner the Equipment Subcontractor documentation in Schedule B-2 in accordance with the timing defined by Schedule B-2. For RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementpurposes of this Attachment B, â€œEquipment Subcontractorâ€ shall mean any Subcontractor or Sub-RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementsubcontractor that manufactures or supplies Equipment.3.1.Â Â Â Â Contractors Document Management SystemContractor shall populate and maintain a common to industry electronic document management system (â€œEDMSâ€) for the duration of the Project. The Contractor EDMS shall maintain historical versions of previously issued documents as well as recordings of revision logs. The EDMS shall facilitate access to Project documentation from any location where Work is performed including engineering offices, fabrication facilities and the Site. Contractorâ€™s EDMS shall be the storage location for all Project electronic documentation. Any hard copy (paper) documents shall be filed and maintained in a structured filing system residing at Contractorâ€™s home office or Site.3.2.Â Â Â Â Document Issuance ClassificationIn addition to other requirements of the Agreement, Schedule B-1 provides details of documents Owner requires for its review and comment, or for its approval or not approved as provided in Section 3.3C of the Agreement (labeled in Schedule B-1 as â€œReviewâ€ or â€œApprovalâ€ accordingly), or for its information only (labeled in Schedule B-1 as â€œFor Informationâ€).3.2.1.Â Â Â Â For ReviewIn accordance with Section 3.3C of the Agreement, Owner shall be entitled to review and provide comments, which Contractor shall consider but is not obligated to incorporate unless the comment relates to a non-compliance with the requirements of the Agreement, are listed as â€œFor Reviewâ€ in Schedule B-1 and Schedule B-2.3.2.2.Â Â Â Â For ApprovalIn accordance with Section 3.3C of the Agreement, Owner shall be entitled to review and approve or not approve all documents listed as â€œFor Approvalâ€ in Schedule B-1 and Schedule B-2.3.2.3.Â Â Â Â For InformationDocuments labeled in Schedule B-1 and Schedule B-2 as â€œFor Informationâ€ is to keep Owner informed as to the development and progress of the Project. Contractor shall review any comments provided by Owner with respect to such â€œFor Informationâ€ but is not obligated to incorporate or respond unless the comment relates to a specifically documented non-compliance with the requirements of the Agreement.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement3.3.Â Â Â Â Document Return ClassificationWhen Contractor issues a document â€œFor Approvalâ€, Owner may at its discretion undertake a review of the document in accordance with Section 3.3C of the Agreement. Owner will issue a response to Contractor containing the return classification and associated comments in accordance with Section 3.3C.3 of the Agreement.Contractor shall review one (1) set of consolidated written comments provided by Owner, in a format to be mutually agreed by the Parties, with respect to such â€œFor Approvalâ€ documents and advise Owner of their disposition. Ownerâ€™s return classification and any associated comments with respect to such documents shall in no way limit or alter Contractorâ€™s responsibility to perform and complete the Work in accordance with the requirements of the Agreement. When documents from the Phase 1 Work are replicated, the document will be Issued for Information. When documents from the Phase 1 Work are revised, these documents will be issued per Schedule B-1 and B-2 below, and Ownerâ€™s comments to the changed (not replicated) portion of the deliverable will be treated per issued for Approval/Review/Information in Schedule B-1 and B-2 below. Owner comments made to unmodified portions of the deliverable from the Phase 1 Work will be addressed pursuant to Section 3.2.3.3.3.1.Â Â Â Â ApprovedWhen Owner takes no exception to any information presented in the document and has no associated comments, Owner will issue to Contractor a response as â€œApprovedâ€ in accordance with Section 3.3C of the Agreement. In this case Contractor may proceed with the Work as so indicated in the document.3.3.2.Â Â Â Â Approved with CommentsWhen Owner takes no exception to the overall document but has specific comments in relation to the document, Owner will issue to Contractor a response as â€œApproved with Commentsâ€ in accordance with Section 3.3C.3 of the Agreement. In this case Contractor shall incorporate Ownerâ€™s comments in the document, issue the document for use (and in parallel issue the revised document to Owner for information) and proceed with the Work as so indicated in the revised document. At Ownerâ€™s discretion, Owner will review the issued document to confirm that comments are appropriately reflected in the document and, where necessary, notify Contractor of any discrepancies related to such comments. Upon Contractorâ€™s receipt of such notification, Owner and Contractor will in a timely manner agree as to the final content of the document and Contractor will revise and re-issue the document accordingly.3.3.3.Â Â Â Â Not ApprovedRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementWhen Owner takes specific exception to the document, Owner will issue toRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementContractor a response as â€œNot Approvedâ€ and provide Contractor a written statement describing the reasons for such non-approval in accordance with Section3.3C.3 of the Agreement. In this case Contractor shall promptly revise and re- submit the document â€œFor Approvalâ€ in accordance with Section 3.3C.5 of the Agreement.If Owner does not issue any comments, proposed changes or approvals or non-approvals within such time periods set forth in Section 3.3C.3 of the Agreement, Contractor may proceed in accordance with 3.3C.4 of the Agreement.4.Â Â Â Â AS-BUILT DOCUMENT CLASSIFICATIONContractor shall use the procedure describing the process for the management of Progress As-Built documents and Record As-Built documents (collectively, â€œAs-Builtsâ€) that was developed during Phase 1 Work, which included:Â Â Â Â identification of deliverables to be As-BuiltÂ Â Â Â the handover of As-BuiltsÂ Â Â Â the approach that shall be used to verify the technical correctness and completeness of the information in relation to the As-BuiltsÂ Â Â Â criteria used to determine whether any particular document categorized as As-Built in Schedule B-1 shall be revised to represent the observed as-built condition.Contractor shall utilize the following two (2) criteria to define the completed status of documents:4.1.Â Â Â Â As-Built (â€œABâ€)The information contained in this category of Drawings and Specifications is subject to satellite verified dimensional control and/or visual survey and shall be verified by Contractor as (i) conforming to the tolerances specified on the Drawings and Specifications, and (ii) being a true representation of the as-built condition of the Work.During the Commissioning and start-up of various portions of the Train 4 Facility, Progress As-Builts (redline mark-ups) shall be maintained in a conspicuous location in the administration building and upon request be made available to Ownerâ€™s representatives for inspection.Record As-Builts shall be revised to the next available revision number and date-stamped as a Contractor authorized â€œAs-Built.â€ The incorporation of as-built information into documents to produce the Record As-Builts shall be undertaken using the same means by which prior revisions were produced. Issuance of Record As-Built RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-7RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementdocuments containing any hand written or redline mark-up information, discoloration, holds or clouds is strictly not allowed.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-8RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementThe requirements for As-Built documents pursuant to Section 3.3F of the Agreement shall apply equally to documents created by Contractor and those documents issued to Contractor by its Subcontractors and Sub-subcontractors.The categories of documents required to be verified in accordance with this Section 4.1 are shown in Schedule B-1.4.2.Â Â Â Â Latest Issue Revision (â€œLRâ€)This category of documents is limited to its latest issued revision, including those documents that have been updated in accordance with the Contractor change control system to reflect the latest â€œIssued for Constructionâ€ or â€œIssued for Designâ€ or â€œIssued for Informationâ€ status of the document.The accuracy of the content of â€œLRâ€ Drawings, Specifications and other documents may not be verified by dimensional or visual survey and is only representative.5.Â Â Â Â DOCUMENT HANDOVERContractor shall utilize the procedure developed during Phase 1 Work describing handover of documentation to Owner including:Â Â Â Â how documents will be indexed and organized for handoverÂ Â Â Â the transmittal media to be used for electronic file handoverÂ Â Â Â the packaging and shipping of hard-copy documentsÂ Â Â Â type and structure of associated metadataÂ Â Â Â the schedule identifying the dates by which documents will be handed over.Â Â Â Â detailed formats for hard-copy documentationUnless otherwise prescribed in the Agreement, Contractor shall provide to Owner an electronic copy of all documents

required in this Attachment B and elsewhere in the Agreement. For Record As-Built documents required under the Agreement, Contractor shall provide Owner with Record As-Built Drawings in electronic format identified in Schedule B-1 and the formats set forth in Section 3.3F of the Agreement.For certain categories of documents specified in Schedule B-1 Contractor shall provide to Owner one (1) paper hard copy in the format described in this Attachment B.Equipment Subcontractor documentation may be delivered in the same format as received from the Equipment Subcontractor provided they follow the requirements herein (including RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-9RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementthose set forth in Section 5.4 below) or otherwise mutually agreed upon by Owner and Contractor that the information is structured and indexed in a consistent format.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-10RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementDocuments shall contain specific references (by document number, title, and revision number) to related documentation. Where documents refer to specific equipment, the full equipment tag numbers shall be identified. Any exceptions to this requirement shall be subject to approval by Owner.All documentation included in the handover document package shall be issued with a formal handover transmittal that indexes all Drawings and documents included in the handover document package.5.1.Â Â Â Â General Requirements for Electronic DocumentsFor any documents for which i) Adobe PDF files are required, ii) the native software application file is available and iii) the document requires a certification stamp or signature on one page, Contractor shall provide the PDF produced directly from the native software application and append a scanned image of the stamp or signature page to the electronic Adobe PDF file.Wherever Adobe PDF files are produced from scanning hard copies, the resulting files shall be searchable Adobe PDF files.All Contractor-generated Drawings shall be provided in Adobe PDF format and the native file format indicated in Schedule B-1. The conversion of Drawings originating in native file formats other than the format indicated in Schedule B-1 shall not result in the loss of data imbedded references, scaling, or impair its legibility.All custom files required to display and/or edit native files within their respective applications shall be turned over to Owner along with the associated, application configuration files, external reference files, custom fonts, custom drawing borders, material databases and materials specifications to the extent required to display and/or edit native files. The use of custom fonts shall be avoided where reasonably possible.5.1.1.Â Â Â Â Preparation for HandoverFor the final document handover of electronic files, such files shall be imbedded in a folder structure that replicates the document indices and categories defined elsewhere in this Attachment B. The â€œfile nameâ€ shall be the assigned document number, and the following information shall be ascribed to the files as metadata:Â Â Â Â Â Document title;Â Â Â Â Â Originating computer program (e.g., MS Word, AutoCAD);Â Â Â Â Â Discipline (e.g., electrical, process, construction);Â Â Â Â Â Revision Number;Â Â Â Â Â Issuance Date;Â Â Â Â Â Source Company (either Contractor or Subcontractor);RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-11RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-12RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement5.1.2.Â Â Â Â Electronic DatabasesSchedule B-1 includes as part of the Documents certain electronic models, simulations, and database files. Such Documents shall be provided in fully native format along with all associated setup, configuration and reference files necessary to assure full functionality. In addition, no such models, simulations or database files shall be restricted by password protection or other security features that in any way limits their functionality.5.2.Â Â Â Â General Requirements for Paper (Hard Copy) DocumentsAny paper hard copy of documentation required to be provided to Owner pursuant to Schedule B-1 shall also be provided in electronic form in accordance with Section 5.1 of this Attachment B.All hard copies of Drawings, Specifications and other documents shall, unless specified otherwise, be clean, legible 11â€ x 17â€ size for Drawings and 8-1/2â€ x 11â€ size for other documents, free from any type of handwritten or redline mark-up information or discoloration. The legibility of Drawings shall not be impaired if they are photo-reduced to 11â€ x 17â€ size or have punched holes. The technical content of a Drawing or Specification shall not be obscured by the inclusion of foreign stamps.5.3.Â Â Â Â Engineering Documentation Requirements5.3.1.Â Â Â Â Engineering Documentation General RequirementsDocument number and document revision shall be consistent, complete and clearly visible on all documents. Page numbers shall be clearly visible on multi-page documents and on each page show the page number and total number of pages. Document attributes shall be visible on the document front sheet or drawing.For engineering documentation, electronic Adobe PDF files shall be created directly from the native application software and be fully searchable without the need for optical character recognition.All engineering documents shall be issued final according to their appropriate classification as defined in Schedule B-1, including any that are As-Built and shall be issued with a formal handover transmittal.A complete handover document index shall be provided meeting the requirements of this Attachment B. This index shall be issued to Owner for review no later than [***] ([***]) Days prior to RFSU of Train 4.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-13RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement5.3.2.Â Â Â Â Engineering Documentation HandoverAll Contractor submittals of engineering documents to Owner shall be organized in categories, with each category organized based on the type of document submitted. Listed below are illustrative examples of categories.Â Â Â Â SpecificationsÂ Â Â Â CalculationsÂ Â Â Â DrawingsÂ Â Â Â General Documents and ReportsÂ Â Â Â Agreement ProceduresÂ Â Â Â Electronic Databases5.4.Â Â Â Â Equipment Subcontractor Documentation Requirements5.4.1.Â Â Â Â General RequirementsContractor shall require that Equipment Subcontractor data books and manufacturing record books containing the documents required by Schedule B-2, the format of which shall be defined in the procedure described in Section 5.0.All documents and Drawings shall be individually numbered and registered in the EDMS in a manner consistent with the structure and indexing requirements set forth herein or otherwise agreed upon in writing between Owner and Contractor. The integrity of internal cross-references shall be maintained.Document number and document revision shall be consistent, complete and clearly visible on all documents. Page numbers shall be clearly visible on multi-page documents.All documents within the Equipment Subcontractor data books and manufacturing record books shall be Adobe PDF files created from the native application software or a scanned image meeting the requirements of this Attachment B.All final Equipment Subcontractor handover document packages shall have a Contractor acceptance stamp signed by the package engineer verifying that the required documentation has been approved and all other documentation has been reviewed, is complete and technically accurate.5.4.2.Â Â Â Â Equipment Subcontractor Documentation HandoverAll Contractor submittals of Equipment Subcontractor documentation to Owner shall be organized in categories, with each category organized based on the type of document submitted. Listed below are examples of categories.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-14RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-15RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementÂ Â Â Â Equipment Subcontractor Purchase Order Information â€“ this shall include Equipment Subcontractor contract information, copy of purchase order (unpriced except for any spare parts which shall be priced), master index;Â Â Â Â Equipment Subcontractor Engineering DocumentsÂ Â Â Â Equipment Subcontractor Engineering DrawingsÂ Â Â Â Equipment Subcontractor Manufacturing Records â€“ this shall include certificate of conformity, ITPâ€™s, WPS, weld maps, list of tagged items, certificates and reports by tagged item; andÂ Â Â Â Equipment Operating Information â€“ this shall include installation information, operation information, maintenance information, special tools, consumables, utility requirements.5.5.Â Â Â Â Commissioning, Start-up, and Performance Testing Documentation RequirementsCommissioning, start-up, and Performance Testing documentation shall comply with the requirements of this Attachment B, Attachment M, and Attachment S.5.6.Â Â Â Â Documents to Support Regulatory SubmissionsContractor shall provide documentation required to support periodic filings with regulatory agencies including the FERC in accordance with Section 3.12 of the Agreement.6.Â Â Â Â FILES NEEDED FOR MAINTENANCE OF PLANT SOFTWAREContractor shall prepare and maintain a list of all handheld devices, laptops and related software packages that are required for future maintenance adjustments associated with Equipment-related local logic control stations.For all computer based programmable Equipment supplied by Contractor as part of the Work, Contractor shall provide Owner with a list of all software necessary to maintain the programmable Equipment, and provide any Contractor owned customized configuration files needed for the use of such software, in both Adobe PDF and native file formats.7.Â Â Â Â CONCURRENT ENGINEERINGContractor shall coordinate with Owner when Ownerâ€™s drawings are required to be modified as part of the Work.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementB-16SCHEDULE B-1OUTLINE OF OWNER DOCUMENT SUBMITTAL REQUIREMENTS FOR REVIEW OR INFORMATIONIn addition to the requirements under the Agreement, Contractor shall be responsible for providing Owner with the documents required under this Schedule B-1 and Drawings, Specifications and other documents not listed below but required under the Agreement. This Schedule B-1 is applicable to documents Contractor is responsible to provide, unless otherwise addressed in Schedule B-2. Where a Hard Copy is required, it will only be required during the As Built phase.[***]B-1-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSCHEDULE B-2OUTLINE OF MINIMUM EQUIPMENT SUBCONTRACTOR DOCUMENT REQUIREMENTS BY EQUIPMENT CATEGORYIn addition to the requirements elsewhere in the Agreement, Contractor shall be responsible for providing Owner with Equipment Subcontractor documentation, issued â€œFor Informationâ€ or â€œFor Reviewâ€ (including Drawings and Specifications) required under this Schedule B-2 and other Equipment Subcontractor documentation not listed below but required under the Agreement. The listing below represents the expected types of documents typically produced by Subcontractors for the listed Equipment categories. The list is indicative only, and Contractor shall provide a listing as part of the register that will be developed by Contractor specifically for Equipment Subcontractor documentation. Contractor will issue to Owner the document list specific to each item of Equipment provided during the execution of the Work. Documents identified by â€œRâ€, â€œAâ€, and â€œIâ€ shall be issued â€œFor Reviewâ€, â€œFor Approvalâ€, and â€œFor Informationâ€ respectively.Contractor shall issue to Owner the documents described in this Schedule B-2 within [***] ([***]) Days of receiving such documents from the Subcontractor. Comments from Owner shall be consolidated with Contractorâ€™s comments prior to the issuance of comments to the Sub- contractor.[***]B-2-1Redacted versionATTACHMENT CPAYMENT SCHEDULE[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementC-1SCHEDULE C-1EARNED VALUE CONTRACT PRICE BREAKDOWN[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementC-1-1SCHEDULE C-2PAYMENT MILESTONES[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementC-2-1SCHEDULE C-3MAXIMUM CUMULATIVE PAYMENT SCHEDULE[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementC-3-1SCHEDULE C-4ADDITIONAL WORK OPTIONS PRICING[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementC-4-1SCHEDULE C-4ADDITIONAL WORK OPTIONS PRICING[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSCHEDULE C-5ESCALATION TABLENot ApplicableRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionATTACHMENT D FORM OF CHANGE ORDERRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionD-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE D-1 CHANGE ORDER FORM(for use when the Parties mutually agree upon and execute the Change Order pursuant to Section 6.1D or 6.2C)D-1-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionPROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityAGREEMENT: Fixed Price Turnkey Agreement for Train 4DATE OF AGREEMENT: August 5, 2024CHANGE ORDER NUMBER: Â Â Â Â EFFECTIVE DATE OF CHANGE ORDER:OWNER: Rio Grande LNG Train 4, LLCÂ Â Â Â Â Â Â Â CONTRACTOR: Bechtel Energy Inc.The Agreement between the Parties listed above is changed as follows: (attach additional documentation if necessary)Adjustment to Contract PriceThe original Contract Price wasÂ Â Â Â $Â Â Â Â Net change by previously authorized Change Orders (#Â Â Â Â) (see Appendix 1)Â Â Â Â $Â Â Â Â The Contract Price prior to this Change Order wasÂ Â Â Â $Â Â Â Â The Aggregate Equipment Price will be (increased) (decreased) (unchanged) by this Change Orderin the amount ofÂ Â Â Â $Â Â Â Â The Aggregate Labor and Skills Price will be (increased) (decreased) (unchanged) by this Change Orderin the amount ofÂ Â Â Â $Â Â Â Â The new total Aggregate Equipment Price will beÂ Â Â Â $Â Â Â Â The new total Aggregate Labor and Skills Price will beÂ Â Â Â $Â Â Â Â The new Contract Price including this Change Order will beÂ Â Â Â $Â Â Â Â Adjustment to Key DatesThe following Key Dates are modified (list all Key Dates modified; insert N/A if no Key Dates modified):The Key Date for Â Â Â Â will be (increased) (decreased) by Â Â Â Â ( ) Days.The Key Date for Â Â Â Â as of the date of this Change Order therefore is Â Â Â Â ( ) Days after NTP.(list all Key Dates that are modified by this Change Order using the format set forth above)The Guaranteed Date of Â Â Â Â will be (increased)(decreased) by Â Â Â Â ( ) Days.The Guaranteed Date of Â Â Â Â as of the effective date of this Change Order therefore is Â Â Â Â ( ) Days after NTP.(list all Guaranteed Dates that are modified by this Change Order using the format set forth above)Attached to this Change Order is an updated Schedule E-1 which shall reflect and highlight any adjustment(s) to the Key Dates agreed to in this Change Order.Impact to other Changed Criteria (insert N/A if no changes or impact; attach additional documentation if necessary)Impact on Payment Schedule (including, as applicable, Payment Milestones): Impact on Maximum Cumulative Payment Schedule:Impact on Minimum Acceptance Criteria: Impact on Performance Guarantees:D-1-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementImpact on Basis of Design:Impact on the Total Reimbursement Amount:Any other impacts to obligation or potential liability of Contractor or Owner under the Agreement:Select either A or B:[A]Â Â Â Â This Change Order shall constitute a full and final settlement and accord and satisfaction of all effects of the changes reflected in this Change Order upon the Change Criteria and shall be deemed to compensate Contractor fully for such change. Initials: Contractor Owner[B]Â Â Â Â Pursuant to Section 6.4 of the Agreement, this Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Change Criteria and shall not be deemed to compensate Contractor fully for such change. Initials: Contractor OwnerUpon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification. Except as modified by this and any previously issued Change Orders or any amendments to the Agreement, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Partiesâ€™ duly authorized representatives. This Change Order represents full and final consideration and/or adjustments for the above change, except as set out above.OwnerÂ Â Â Â ContractorNameÂ Â Â Â NameTitleÂ Â Â Â TitleDate of SigningÂ Â Â Â Date of SigningD-1-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementAppendix 1Previously Authorized Change OrdersD-1-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionSCHEDULE D-2 CHANGE DIRECTIVE FORM(for use when Owner issues a Change Directive pursuant to Section 6.1E or 6.2D)D-2-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionPROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityAGREEMENT: Fixed Price Turnkey Agreement for Train 4 OWNER: Rio Grande LNG Train 4, LLC CONTRACTOR: Bechtel Energy Inc.DATE OF AGREEMENT: August 5, 2024CHANGE DIRECTIVE NUMBER:EFFECTIVE DATE OF CHANGE DIRECTIVE: Â Â Â Â You are hereby directed to make the following change(s) in the Agreement: (attach additional documentation if necessary)Consideration for the Work specified for this Change Directive shall be paid as provided in the Agreement.When signed by Owner and received by Contractor, this document becomes effective IMMEDIATELY as a Change Directive, and Contractor shall commence with the performance of the change(s) described above within [***] ([***]) Business Days of its receipt unless another time is expressly stated above. This Change Directive is signed by Ownerâ€™s duly authorized representative.OwnerNameTitleDate of SigningD-3-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE D-3OWNERâ€™S CHANGE REQUEST FORMD-4-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementOWNERâ€™S CHANGE ORDER REQUEST FORM â€“ PART 1 of 2 OWNER NOTIFICATION(To be completed by Owner)D-3-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementOWNERâ€™S CHANGE ORDER REQUEST FORM â€“ PART 1 of 2 OWNER NOTIFICATIONPROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityAGREEMENT: Fixed Price Turnkey Agreement for Train 4 OWNER: Rio Grande LNG Train 4, LLC CONTRACTOR: Bechtel Energy Inc.DATE OF AGREEMENT: August 5, 2024OWNERâ€™S CHANGE ORDER REQUEST NUMBER: Â Â Â Â DATE OF THIS CHANGE ORDER REQUEST: Â Â Â Â Description of the Proposed Change to the Work:Owner requests Contractor to review and respond to this Ownerâ€™s Change Order Request, as follows:Reference Documents:Owner:ByNameTitleDateContractor shall reply within the time required under Section 6.1 of the Agreement by completing Part 2 of the Change Order Request Form and submitting it to Owner.This Change Order Request shall not be considered a Change Order or Change Directive to the Agreement. A Change Order may only occur by the Parties executing a Change Order in the form of Schedule D-1 to the Agreement, and a Change Directive may only occur by Owner issuing a Change Directive in the form of Schedule D-2 to the Agreement.D-3-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementOWNERâ€™S CHANGE ORDER REQUEST FORM â€“ PART 2 of 2 CONTRACTOR RESPONSE(To be completed by Contractor)D-3-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementOWNERâ€™S CHANGE ORDER REQUEST FORM â€“ PART 2 of 2 CONTRACTOR RESPONSEPROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityAGREEMENT: Fixed Price Turnkey Agreement for Train 4 OWNER: Rio Grande LNG Train 4, LLC CONTRACTOR: Bechtel Energy Inc.DATE OF AGREEMENT: August 5, 2024OWNERâ€™S CHANGE ORDER REQUEST NUMBER: Â Â Â Â DATE OF THIS CHANGE ORDER REQUEST: Â Â Â Â Description of the Work to be performed and a program for its execution:Reference Documents:Preliminary assessment of the effect (if any) such request, were it to be implemented by Change Order, would have on the Changed Criteria (including any changes to the Contract Price, Key Dates, the Scope of Work or any other Changed Criteria):(Attach additional documentation if necessary)Contractor shall provide the following as part of Contractorâ€™s preliminary assessment:Commencement Date: Â Â Â Â Estimated Duration:Â Â Â Â Change in Contract Price: Â Â Â Â Change in Aggregate Equipment Price: Â Â Â Â Change in Aggregate Labor and Skills Price: Â Â Â Â Change in Total Reimbursement Amount: Â Â Â Â Change in Payment Schedule: Â Â Â Â Impact on Key Dates (Y/N), if â€œyes,â€ ROM impact on such Key Dates: Â Â Â Â Owner:Â Â Â Â Contractor:ByÂ Â Â Â ByNameÂ Â Â Â NameTitleÂ Â Â Â TitleDateÂ Â Â Â DateThis Change Order Request shall not be considered a Change Order or Change Directive to the Agreement. A Change Order may only occur by the Parties executing a Change Order in the form of Schedule D-1 to the Agreement, and a Change Directive may only occur by Owner issuing a Change Directive in the form of Schedule D-2 to the Agreement.D-3-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE D-

4CONTRACTORâ€™S CHANGE NOTICE FORMD-6-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementCONTRACTORâ€™S INITIAL CHANGE NOTICE FORM â€“ PART 1 of 2(To be completed by Contractor in accordance with Sections 6.2B and 6.5A of the Agreement)D-4-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementCONTRACTORâ€™S INITIAL CHANGE NOTICE FORM â€“ PART 1 of 2PROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityAGREEMENT: Fixed Price Turnkey Agreement for Train 4 OWNER: Rio Grande LNG Train 4, LLC CONTRACTOR: Bechtel Energy Inc.DATE OF AGREEMENT: August 5, 2024CONTRACTORâ€™S CHANGE NOTICE NUMBER: Â Â Â Â DATE OF THIS CHANGE NOTICE:Contractor provides notice of the following proposed change(s) in the Agreement: (attach additional documentation, if necessary)Detailed Explanation, Facts and Reasons Upon Which Contractorâ€™s Notice of Proposed Change(s) is Based: (provide details of all known and presumed facts upon which Contractorâ€™s claim is based, including the character, duration and extent of such circumstance, the date Contractor first knew of such circumstance, any activities impacted by such circumstance, the estimated cost and time consequences of such circumstance (including showing the impact of such circumstance, if any, on the critical path of the CPM Schedule) and any other reasons, details, or information that are expressly required under the Agreement)Contractor shall provide the following as part of Contractorâ€™s preliminary assessment:Commencement Date: Â Â Â Â Estimated Duration:Â Â Â Â Change in Contract Price: Â Â Â Â Change in Aggregate Equipment Price: Â Â Â Â Change in Aggregate Labor and Skills Price: Â Â Â Â Change in Total Reimbursement Amount: Â Â Â Â Change in Payment Schedule: Â Â Â Â Impact on Maximum Cumulative Payment Schedule: Â Â Â Â Impact on Minimum Acceptance Criteria: Â Â Â Â Impact on Performance Guarantees: Â Â Â Â Impact on Basis of Design: Â Â Â Â Any other impacts to obligation or potential liability of Contractor or Owner under the Agreement: Â Â Â Â Impact on Key Dates (Y/N), if â€œyes,â€ ROM impact on such Key Dates: Â Â Â Â This Contractorâ€™s Initial Change Notice is signed by Contractorâ€™s duly authorized representative.ByNameTitleDateD-4-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementCONTRACTORâ€™S DETAILED CHANGE NOTICE FORM â€“ PART 2 of 2(To be completed by Contractor in accordance with Section 6.5B of the Agreement)D-4-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementCONTRACTORâ€™S DETAILED CHANGE NOTICE FORM â€“ PART 2 of 2PROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityAGREEMENT: Fixed Price Turnkey Agreement for Train 4 OWNER: Rio Grande LNG Train 4, LLC CONTRACTOR: Bechtel Energy Inc.DATE OF AGREEMENT: August 5, 2024CONTRACTORâ€™S CHANGE NOTICE NUMBER: Â Â Â Â DATE OF THIS CHANGE NOTICE:Contractor proposes the following change(s) in the Agreement: (attach Part 1: CONTRACTORâ€™S INITIAL CHANGE NOTICE FORM), and provide any further detailed explanation of the proposed change(s) and attach additional documentation, if necessary)Detailed Reasons for Proposed Change(s) (in addition to Part 1: CONTRACTORâ€™S INITIAL CHANGE NOTICE FORM), provide any further detailed reasons for the proposed change, and attach all documentation reasonably requested by or necessary for Owner to determine the factors necessitating the possibility of a Change Order)Requested Adjustments to Agreement (attach all documentation and details required by the Agreement to provide to Owner a comprehensive written estimate, including applicable detailed estimates and cost records, time sheets summary, and a graphic demonstration using the CPM Schedule, showing Contractorâ€™s entitlement to a time extension to the Key Dates)The effect, if any, which such proposed Change Order would have on any Changed CriteriaContract Price Adjustment (including adjustments to the Aggregate Equipment Price and Aggregate Labor and Skills Price):Adjustment to Key Dates:Adjustment to Guaranteed Substantial Completion Date:Adjustment to Final Completion Date:Adjustment to Payment Schedule:Adjustment to Performance Guarantees:Adjustment to Minimum Acceptance Criteria:Adjustment to Basis of Design:Adjustment to Total Reimbursement Amount:Adjustment to Scope of Work:Other adjustments to liability or obligations of Contractor or Owner under the Agreement:D-4-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement(Attached to this Contractorâ€™s Change Notice is a breakdown of the requested Contract Price adjustment between Aggregate Equipment Price and Aggregate Labor and Skills Price and all other Work.)This Contractorâ€™s Change Notice is signed by Contractorâ€™s duly authorized representative.ByNameTitleDateD-4-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionSCHEDULE D-5PRICING FOR CHANGE ORDERS AND CHANGE DIRECTIVES[***].Rates for Changes - Home Office Hourly Labor RatesLine Item NumberJob Description[***][***]ST Rate (US$)OT Rate (US$)ST Rate (US$)OT Rate (US$)Work Week (Days / Hours)Available Work Hours per YearProject Management1Project Director[***][***][***][***]2Project Manager[***][***][***][***]3Commercial Manager[***][***][***][***]4Project Management Clerical[***][***][***][***]HSE5Safety Manager[***][***][***][***]6Environmental Manager[***][***][***][***]7Project Safety Personnel[***][***][***][***]8Safety Clerical[***][***][***][***]QA/QC9QA/QC Management[***][***][***][***]10Quality Assurance Engineers[***][***][***][***]11Quality Control Engineers[***][***][***][***]12QA/QC Clerical[***][***][***][***]Estimating13Estimator[***][***][***][***]14Estimating Clerical[***][***][***][***]Project Controls15PC Manager[***][***][***][***]16PC Cost[***][***][***][***]17PC Planning & Scheduling[***][***][***][***]18PC Quantity Surveying & Progress[***][***][***][***]19PC Clerical[***][***][***][***]Finance & Accounting20Project Controller[***][***][***][***]21Accounting Manager[***][***][***][***]22Sr. Project Accountant[***][***][***][***]23Project Accountant/Biller[***][***][***][***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-1Execution versionLine Item NumberJob Description[***][***]ST Rate (US$)OT Rate (US$)ST Rate (US$)OT Rate (US$)Work Week (Days / Hours)Available Work Hours per Year24Accounting Clerical[***][***][***][***]Other Support Staff25HR / Admin[***][***][***][***]26IT[***][***][***][***]Procurement27Procurement Management[***][***][***][***]28Logistics Specialist[***][***][***][***]29Buyers[***][***][***][***]30Expeditors[***][***][***][***]31Inspectors[***][***][***][***]32Purchasing Clerical[***][***][***][***]33Materials Manager[***][***][***][***]34Materials Control Lead[***][***][***][***]35Materials Specialist[***][***][***][***]36Preservation Coordination[***][***][***][***]37Materials Clerical[***][***][***][***]Construction - Home Office38Sr. Construction Director[***][***][***][***]39Construction Manager[***][***][***][***]40Technical Services Manager[***][***][***][***]41Project Field Engineer[***][***][***][***]42Discipline Engineer[***][***][***][***]43Discipline Superintendents[***][***][***][***]44Construction Coordinators[***][***][***][***]45Construction Automation[***][***][***][***]46Workforce Planner[***][***][***][***]47IR Mananger[***][***][***][***]48Area Manager[***][***][***][***]49Construction Clerical[***][***][***][***]Subcontracts50Subcontracts[***][***][***][***]51Subcontracts Administrator[***][***][***]Commissioning and Startup52Commissioning & Startup Manager[***][***][***][***]53Commissioning & Startup Personnel[***][***][***][***]Project Engineering Management & SupportÂ Â Â Â [***]Â Â Â Â [***]Â Â Â Â [***]054Project Engineering Manager[***][***][***][***]55Senior Project Engineer[***][***][***][***]56Project Engineer[***][***][***][***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-2Execution versionLine Item NumberJob Description[***][***]ST Rate (US$)OT Rate (US$)ST Rate (US$)OT Rate (US$)Work Week (Days / Hours)Available Work Hours per Year57Project Engineering Clerical[***][***][***][***]PROCESS ENGINEERING & DESIGN58Engineer - Principal / Lead[***][***][***][***]59Engineer - Senior[***][***][***][***]60Engineer[***][***][***][***]61Designer - Principal / Lead[***][***][***][***]62Designer - Senior[***][***][***][***]63Designer[***][***][***][***]SAFETY & ENVIRONMENTAL ENGINEERING & DESIGN64Engineer - Principal / Lead[***][***][***][***]65Engineer - Senior[***][***][***][***]66Engineer[***][***][***][***]67Designer - Principal / Lead[***][***][***][***]68Designer - Senior[***][***][***][***]69Designer[***][***][***][***]CIVIL/STRUCTURAL ENGINEERING & DESIGN70Engineer - Principal / Lead[***][***][***][***]71Engineer - Senior[***][***][***][***]72Engineer[***][***][***][***]73Designer - Principal / Lead[***][***][***][***]74Designer - Senior[***][***][***][***]75Designer[***][***][***][***]MECHANICAL ENGINEERING & DESIGN76Engineer - Principal / Lead[***][***][***][***]77Engineer - Senior[***][***][***][***]78Engineer[***][***][***][***]79Designer - Principal / Lead[***][***][***][***]80Designer - Senior[***][***][***][***]81Designer[***][***][***][***]PIPING ENGINEERING & DESIGN82Engineer - Principal / Lead[***][***][***][***]83Engineer - Senior[***][***][***][***]84Engineer[***][***][***][***]85Designer - Principal / Lead[***][***][***][***]86Designer - Senior[***][***][***][***]87Designer[***][***][***][***]ELECTRICAL ENGINEERING & DESIGN88Engineer - Principal / Lead[***][***][***][***]89Engineer - Senior[***][***][***][***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-3Execution versionRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-4Execution versionLine Item NumberJob Description[***][***]ST Rate (US$)OT Rate (US$)ST Rate (US$)OT Rate (US$)Work Week (Days / Hours)Available Work Hours per Year90Engineer[***][***][***][***]91Designer - Principal / Lead[***][***][***][***]92Designer - Senior[***][***][***][***]93Designer[***][***][***][***]I&C ENGINEERING & DESIGN94Engineer - Principal / Lead[***][***][***][***]95Engineer - Senior[***][***][***][***]96Engineer[***][***][***][***]97Designer - Principal / Lead[***][***][***][***]98Designer - Senior[***][***][***][***]99Designer[***][***][***][***]Engineering Systems (IT, Idocs etc)100Information Management[***][***][***][***]101EDMS (iDocs) Support[***][***][***][***]102CAD Support[***][***][***][***]103Engineering IT (EIT) Support[***][***][***][***]DOCUMENT MANAGEMENT104Manager / Lead[***][***][***][***]105Supervisor / Lead[***][***][***][***]106Specialist - Principal[***][***][***][***]107Specialist - Senior[***][***][***][***]108Specialist[***][***][***][***]ADDSProcess Safety109Engineer - Principal / Lead[***][***][***][***]110Engineer - Senior[***][***][***][***]111Engineer[***][***][***][***]Geotech112Engineer - Principal / Lead[***][***][***][***]113Engineer - Senior[***][***][***][***]114Engineer[***][***][***][***]MET115Engineer - Principal / Lead[***][***][***][***]116Engineer - Senior[***][***][***][***]117Engineer[***][***][***][***]Marine118Engineer - Principal / Lead[***][***][***][***]119Engineer - Senior[***][***][***][***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-5Execution versionLine Item NumberJob Description[***][***]ST Rate (US$)OT Rate (US$)ST Rate (US$)OT Rate (US$)Work Week (Days / Hours)Available Work Hours per Year120Engineer[***][***][***][***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-6Execution versionRates for Changes - Office SpaceLine Item NumberJob Description[***][***]DailyWeeklyMonthlyDailyWeeklyMonthlyHome Office1Office - Large[***][***][***][***][***][***]2Office - Small[***][***][***][***][***][***]3Cubicle[***][***][***][***][***][***]4Conference Room - Small[***][***][***][***][***][***]Site5Prefabricated Office Unit (11.75' x 60')[***][***][***][***][***][***]6Site Bathroom Trailer (11.75' x 56')[***][***][***][***][***][***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-7Execution versionRates for Changes - Field Indirect Staff Hourly Labor RatesLine Item NumberJob Description[***]ST Rate (US$)OT Rate (US$)Work Week (Days / Hours)Available Work Hours per YearProject Management1Proj Dir[***][***]2Sr Proj Mgr[***][***]3Proj Mgr[***][***]4Sr Commercial Mgr[***][***]5Commercial Mgr[***][***]6Commercial Spec[***][***]7Estimator[***][***]Safety8Site HSE Dir[***][***]9HSE Mgr[***][***]10HSE Supv[***][***]11Safety Technician[***][***]12Environmental Mgr[***][***]13HSE Technician[***][***]Project Controls14Proj Ctrls Mgr[***][***]15Lead Cost Spec[***][***]16Sr Cost Spec[***][***]17Cost Spec[***][***]18Lead Scheduling Spec[***][***]19Sr Scheduling Spec[***][***]20Scheduling Spec[***][***]21Lead Quanitity Surv/Prog Spec[***][***]22Sr Quantity Surv/Prog Spec[***][***]23Quantity Surv/Prog Spec[***][***]Construction24Sr Const Director[***][***]25Sr Const Mgr[***][***]26Const Mgr[***][***]27Sr Const Tech Svs Mgr[***][***]28Const Tech Svs Mgr[***][***]29Const Tech Svs Coord[***][***]30Const Tech Svs Spec[***][***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-8Execution versionLine Item NumberJob Description[***]ST Rate (US$)OT Rate (US$)Work Week (Days / Hours)Available Work Hours per Year31General Supt[***][***]32Area Supt[***][***]33Const TES Mgr[***][***]34Completions Mgr[***][***]Human Resources35Sr HR Mgr[***][***]36HR Mgr I[***][***]37HR Admin/Coord I[***][***]Administration[***]Â Â Â Â [***]38Const Admin Mgr (Office Manager)[***][***]39Const Admin Supv[***][***]40Sr Admin Asst[***][***]41Admin Asst I[***][***]Document Management42Document Ctrls Mgr[***][***]43Document Ctrls Supv[***][***]44Sr Document Ctrls Spec[***][***]45Document Ctrls Spec[***][***]46Document Control[***][***]Quality Management47Sr Quality Mgr[***][***]48Quality Mgr[***][***]49Quality Supv[***][***]50Quality Engr[***][***]51Quality Insp[***][***]52Quality Spec[***][***]Finance / Accounting53Proj Sr. Acctnt[***][***]54Proj Acctnt[***][***]55Payroll Clerk[***][***]56Timekeeper[***][***]IT57IT/Information Management Manager[***][***]58IT/Information Management Technician[***][***]59Procurement & Material ManagementRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-9Execution versionLine Item NumberJob Description[***]ST Rate (US$)OT Rate (US$)Work Week (Days / Hours)Available Work Hours per Year60Buyer[***][***]61Sr. Expeditor[***][***]62Expeditor[***][***]63Purchasing Clerk[***][***]64Matls Mgmt Supv[***][***]65Matls Mgmt Coord[***][***]66Matls Mgmt Spec[***][***]67Material Control[***][***]68Whse Supv[***][***]69Toolroom[***][***]Subcontracts70Subcontracts Mgr[***][***]71Subcontracts Coordinator[***][***]72Subcontracts Administrator[***][***]Commissioning73Sr Commissioning Mgr[***][***]74Commissioning Supt[***][***]75Sr Commissioning Spec[***][***]76Commissioning Spec[***][***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-10Execution versionRates for Changes - Field Direct Craft Professional Hourly Labor RatesLine Item NumberJob Description[***]ST Rate (US$)OT Rate (US$)Work Week (Days / Hours)Available Work Hours per YearBoiler Maker1General Foreman[***][***]2Foreman[***][***]3Journeyman[***][***]4Apprentice / Helper[***][***]Bricklayer / Mason5General Foreman[***][***]6Foreman[***][***]7Journeyman[***][***]8Apprentice / Helper[***][***]Carpenter9General Foreman[***][***]10Foreman[***][***]11Journeyman[***][***]12Apprentice / Helper[***][***]Electrician13General Foreman[***][***]14Foreman[***][***]15Journeyman[***][***]16Apprentice / Helper[***][***]Instrument17General Foreman[***][***]18Foreman[***][***]19Journeyman[***][***]20Apprentice / Helper[***][***]Iron Worker21General Foreman[***][***]22Foreman[***][***]23Journeyman[***][***]24Apprentice / Helper[***][***]Laborer25General Foreman[***][***]26Foreman[***][***]27Journeyman[***][***]28Apprentice / Helper[***][***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-11Execution versionLine Item NumberJob Description[***]ST Rate (US$)OT Rate (US$)Work Week (Days / Hours)Available Work Hours per YearMillwrights29General Foreman[***][***]30Foreman[***][***]31Journeyman[***][***]32Apprentice / Helper[***][***]Operators33General Foreman[***][***]35Foreman[***][***]35Journeyman[***][***]36Apprentice / Helper[***][***]Painters37General Foreman[***][***]38Foreman[***][***]39Journeyman[***][***]40Apprentice / Helper[***][***]Pipe Fitters41General Foreman[***][***]42Foreman[***][***]43Journeyman[***][***]44Apprentice / Helper[***][***]Scaffold Builders45General Foreman[***][***]46Foreman[***][***]47Journeyman[***][***]48Apprentice / Helper[***][***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementD-5-12Redacted versionATTACHMENT EKEY DATES AND DELAY LIQUIDATED DAMAGESRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementE-1SCHEDULE E-1KEY DATESEVENTDAYS AFTER NTPCONTRACTOR KEY DATES â€“ TRAIN 41. RFSU â€“ Train 4[***]2. RLFC â€“ Train 4[***]3. GuaranteedÂ Â Â Â TrainÂ Â Â Â 4Â Â Â Â Substantial Completion Date[***]Attached hereto in Schedule E-1A is a level 1 schedule for Train 4.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementE-2SCHEDULE E-1ALEVEL 1 EPC SCHEDULE FOR TRAIN 4[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementE-3SCHEDULE E-2SUBSTANTIAL COMPLETION DELAY LIQUIDATED DAMAGESSubstantial Completion Delay Liquidated DamagesIn accordance with Sections 13.1A and 13.1.B of the Agreement, if Substantial Completion occurs after the Guaranteed Substantial Completion Date (as adjusted by Change Order), for Train 4, Contractor shall pay to Owner Substantial Completion Delay Liquidated Damages in the amounts set forth in this Attachment E for each Day, or portion thereof, of delay until Substantial Completion occurs for Train 4, subject to the limitations in Section 20.2 of the Agreement, [***].SUBSTANTIAL COMPLETION DELAY OF TRAIN 4Per Day Delay Liquidated Damages Amount[***] to [***] Days after the Guaranteed Substantial Completion Date$[***][***] to [***] Days after the Guaranteed Substantial Completion Date$[***][***] to [***] Days after the Guaranteed Substantial Completion Date$[***][***] to [***] Days after the Guaranteed Substantial Completion Date$[***][***] to [***] Days after the Guaranteed Substantial Completion Date$[***]More than [***] Days after the Guaranteed Substantial Completion Date$[***][***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementE-4Redacted versionATTACHMENT FKEY PERSONNEL AND CONTRACTORâ€™S ORGANIZATIONThe persons named in the table below, in accordance with Section 2.2A of the Agreement, are designated by Contractor and approved by Owner as Key Personnel. Key Personnel shall be assigned full time to the Work for the entire duration of the Project unless otherwise specified in this Attachment F. Without limiting the requirements of the Agreement, before any Key Personnel are assigned to the Project, the full names and 1-2 page rÃ©sumÃ©s of nominated Key Personnel shall be provided to and approved by Owner.[***].Replacements of any Key Personnel during the Project shall be in accordance with Section 2.2A of the Agreement.NAMEPOSITIONMOBILIZATIONDATE (no later than referenced milestone)DEMOBILIZATIONDATE (no earlier than referenced milestone)[***][***][***]Substantial Completion[***][***][***]Substantial Completion[***][***][***]Substantial Completion[***][***][***]Substantial Completion[***][***][***]Substantial Completion[***][***][***]Final Completion[***][***][***]Final Completion[***][***][***]Substantial Completion[***][***][***]Substantial Completion[***][***][***]Final CompletionF-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementCONTRACTORâ€™S ORGANIZATIONThe diagram below illustrates the organizational structure to be implemented for the Work by Contractor, which includes significant roles to be filled by any Subcontractor personnel.[***]F-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT GAPPROVED SUBCONTRACTORS AND SUB-SUBCONTRACTORSG-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSECTION 1List of potential Subcontractors and Sub-subcontractors that may have Subcontracts or Sub-subcontracts with an aggregate value in excess of [***] U.S. Dollars (U.S. $[***]).[***]G-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSECTION 2List of Subcontractors and Sub-subcontractors with whom Contractor has agreed to subcontract on a sole- source basis for that portion of the Work specified.[***]G-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSECTION 3List of potential Subcontractors and Sub-subcontractors that may have Subcontracts or Sub-subcontracts with an aggregate value less than [***] U.S. Dollars (U.S. $[***]) but nevertheless are providing work deemed critical by Owner.[***]G-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionATTACHMENT H NOTICE TO PROCEED FORMSRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionH-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE H-1FORM OF LIMITED NOTICE TO PROCEEDDate:Â Â Â Â Via Electronic and Certified Mail[Â Â Â Â][Â Â Â Â][Â Â Â Â] Attention: [Â Â Â Â]Re: Limited Notice to ProceedPursuant to Sections 5.2A and 5.2B of the Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility, by and between Rio Grande LNG Train 4, LLC (â€œOwnerâ€) and Bechtel Energy Inc. (â€œContractorâ€), dated as of August 5, 2024 (the â€œAgreementâ€), this letter shall serve as a Limited Notice to Proceed from Owner to Contractor authorizing Contractor to proceed with that certain portion of the

Work as described below pursuant to the terms and conditions of the Agreement:(â€œLNTP Workâ€).Contractor is authorized under this Limited Notice to Proceed to incur no more than Â Â Â Â Â Â Â Â U.S. Dollars (U.S. $Â Â Â Â) for performance of the foregoing LNTP Work with cancellation costs not to exceed [Â Â Â Â Â Â Â Â] U.S. Dollars (U.S. $Â Â Â Â). The amount for the LNTP Work shall cover these activities for the time frame from the Effective Date through [Â Â Â Â]. No other amounts are authorized under this Limited Notice to Proceed for any other services, labor or Work. Contractor shall be paid for such specified LNTP Work pursuant to the terms and conditions of the Agreement.Owner:Contractor:ByByNameNameTitleTitleDateDatecc: [Â Â Â Â][Â Â Â Â]H-1-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE H-2FORM OF NOTICE TO PROCEEDDate:Â Â Â Â Via Electronic and Certified Mail[Â Â Â Â][Â Â Â Â][Â Â Â Â] Attention: [Â Â Â Â]Re: Notice to ProceedPursuant to Section 5.2C of the Fixed Price Turnkey Agreement for the engineering, procurement and construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility, by and between Rio Grande LNG Train 4, LLC (â€œOwnerâ€) and Bechtel Energy Inc. (â€œContractorâ€), dated as of August 5, 2024 (the â€œAgreementâ€), Owner having fulfilled all conditions precedent set forth in Section 5.2C of the Agreement for the issuance of the Notice to Proceed, this letter shall serve as the Notice to Proceed from Owner to Contractor authorizing Contractor to immediately proceed with the Work upon receipt of this letter pursuant to the terms and conditions of the Agreement.For and on behalf ofRio Grande LNG Train 4, LLCBy:Â Â Â Â Name:Â Â Â Â Title:Â Â Â Â cc:Â Â Â Â [Â Â Â Â] [Â Â Â Â]H-2-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE H-3 NOT USEDH-3-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE H-4 NOT USEDH-4-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionATTACHMENT IFORM OF CONTRACTORâ€™S INVOICESRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionI-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE I-1FORM OF CONTRACTORâ€™S INTERIM INVOICEI-1-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionPROJECT NAME: Rio Grande Natural Gas Liquefaction Facility â€“ Train 4OWNER: Rio Grande LNG Train 4, LLCCONTRACTOR: Bechtel Energy Inc.DATE OF AGREEMENT: August 5, 2024INVOICE NUMBER: Â Â Â Â DATE OF INVOICE: Â Â Â Â , 20 This Invoice covers Payment Milestone No(s). Â Â Â Â set forth in Schedule C-2 of the Agreement and covers the Month ending Â Â Â Â , 20 (â€œCurrent Dateâ€).Contractor hereby makes application for payment to Owner as shown below in connection with the above referenced Agreement between the Parties.1.Â Â Â Â Original Aggregate Equipment Price (Section 7.1B.1 of Agreement)Â Â Â Â U.S.$Â Â Â Â 2.Â Â Â Â Net change by executed Change Orders (Exhibit 1, column D total)Â Â Â Â U.S.$Â Â Â Â 3.Â Â Â Â Aggregate Equipment Price to date (Line 1 + Line 2)Â Â Â Â U.S.$Â Â Â Â 4.Â Â Â Â Original Aggregate Labor and Skills Price (Section 7.1B.2 of Agreement)Â Â Â Â U.S.$Â Â Â Â 5.Â Â Â Â Net change by executed Change Orders (Exhibit 1, column C total)Â Â Â Â U.S.$Â Â Â Â 6.Â Â Â Â Aggregate Labor and Skills Price to date (Line 4 + Line 5)Â Â Â Â U.S.$Â Â Â Â 7.Â Â Â Â Total for completion of Work based on Earned Value for this Month (Attachment C)U.S.$Â Â Â Â 8.Â Â Â Â Total for completion of Work based on Payment Milestones for this Month(Attachment C)Â Â Â Â U.S.$Â Â Â Â 9.Â Â Â Â Total earned on Change Directives for this Month (Exhibit 2)Â Â Â Â U.S.$Â Â Â Â 10.Â Â Â Â Total for this Month (Line 7 + Line 8 + Line 9)Â Â Â Â U.S.$Â Â Â Â 11.Â Â Â Â Previous cumulative amount InvoicedÂ Â Â Â U.S.$Â Â Â Â 12.Â Â Â Â Carry over amount from previous Month (Line 17 from prior Invoice)Â Â Â Â U.S.$Â Â Â Â 13.Â Â Â Â Total carry over from previous Month plus total for this Month (Line 10 + Line 12). U.S.$Â Â Â Â 14.Â Â Â Â Maximum cumulative Invoice amount through this Month (from Schedule C-3)Â Â Â Â U.S.$Â Â Â Â 15.Â Â Â Â Maximum Invoice amount for this Month (Line 14 â€“ Line 11)Â Â Â Â U.S.$Â Â Â Â 16.Â Â Â Â Acceptable Invoice amount for this Month (lesser of Line 13 and Line 15)Â Â Â Â U.S.$Â Â Â Â 17.Â Â Â Â Carry over to next Month due to Maximum Cumulative Payment Schedule(Line 13 â€“ Line 16)Â Â Â Â U.S.$Â Â Â Â 18.Â Â Â Â U.S. Duties and Tariff costsÂ Â Â Â U.S.$Â Â Â Â 19.Â Â Â Â Current Payment DueÂ Â Â Â U.S.$Â Â Â Â 20.Â Â Â Â Total invoiced to date for Provisional Sum Work (Exhibit 6 of Schedule I-1)Â Â Â Â U.S.$Â Â Â Â Contractor certifies that (i) the Work is progressing in accordance with the Key Dates and Monthly Updated CPM Schedule, except to the extent (if any) expressly set forth in the current Monthly Progress Report; (ii) the Work described in or relating to this Invoice has been performed and supplied in accordance with the Agreement; (iii) all quantities and prices in this Invoice or attached Exhibits are correct and in accordance with the Agreement and the referenced Payment Milestone(s) and Work for which Earned Value payments are requested are complete; (iv) Contractor is entitled to payment of the amount set forth as â€œCurrent Payment Dueâ€ in this Invoice, and such Current Payment Due constitutes in full all amounts due and owing as of the Current Date; (v) the Work and any portion thereof described in or relating to this Invoice and all previous invoices are free and clear of all liens, security interests and encumbrances through the date of this Invoice; (vi) all Subcontractors have been paid the monies due and payable for Work performed in connection with the Project (except for any amounts owed such Subcontractors for Work billed under this Invoice); (vi) fully completed and executed Interim Lien and Claim Waivers from Contractor and all Major Subcontractors, are attached to this Invoice; (vii) if requested by Owner, fully completed and executed Interim Lien and Claim Waivers from each Major Sub-subcontractor; (viii) Contractor has attached to this Invoice an itemization of the Texas state sales and use tax in the form of Exhibit 3 to this Schedule I-1 (â€œContract Price Itemization for Sales and Use Tax Purposesâ€); (ix) attached to this Invoice is all documentation supporting Contractorâ€™s request for payment as required under the Agreement; and (x) this Invoice is signed by an authorizedI-1-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementrepresentative of Contractor.I-1-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementContractorSigned: Â Â Â Â Â Â Â Â Name: Â Â Â Â Â Â Â Â Title: Â Â Â Â Â Â Â Â Date: Â Â Â Â , 20 Subscribed and sworn to before me this Â Â Â Â day ofÂ Â Â Â , 20 .Notary PublicÂ Â Â Â My Commission Expires: Â Â Â Â , 20Â Â Â Â I-1-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRIO GRANDE NATURAL GAS LIQUEFACTION FACILITY â€“ TRAIN 4INVOICE NUMBER Â Â Â Â Â Â Â Â INVOICE DATE Â Â Â Â , 20Â Â Â Â OWNER APPROVALAMOUNT APPROVED by Owner for Payment: US$Â Â Â Â OwnerSigned: Â Â Â Â Â Â Â Â Name: Â Â Â Â Â Â Â Â Title: Â Â Â Â Â Â Â Â Date: Â Â Â Â , 20 The AMOUNT APPROVED by Owner is without prejudice to any rights of Owner under the Agreement.Explanation is listed below or attached if the AMOUNT APPROVED is less than the amount requested by Contractor under this Invoice:I-1-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 1LIST OF EXECUTED CHANGE ORDERSThe following Change Orders have been executed as of the Current Date by Owner and Contractor pursuant to Section6.1D or Section 6.2C.ABCDENo.Description of Change OrderAggregate Labor and Skills Price Change(U.S.$)Aggregate Equipment Price Change (U.S.$)Total Price Change (U.S.$)TotalI-1-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 2CHANGE DIRECTIVESWORK COMPLETED UNDER CHANGE DIRECTIVES: The following Work has been completed for active Change Directives executed by Owner in accordance with Section 6.1E or Section 6.2D of the Agreement up through the Month ending Â Â Â Â , 20 (â€œCurrent Dateâ€).Change Directive No.Description of Change DirectiveMonthMonthly Value of Work Completed (U.S.$) for each Active Change DirectiveTotal Value of Work Completed (U.S.$) for each Active Change DirectiveTotal Change Directive Work earned for the invoiced MonthNote: Closed Change Directives converted to executed Change Orders are excluded.I-1-7RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 3CONTRACT PRICE ITEMIZATION FOR SALES AND USE TAX PURPOSESComponentOriginal ValueAdjustments due to Change Order(s)Current ValueAmount Earned To DateAmount RemainingAggregate Equipment PriceAggregate Labor and Skills PriceContract Price (total from above lines)I-1-8RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 4INTERIM LIEN AND CLAIM WAIVERSI-1-9RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 5INFORMATION REQUIRED OR REQUESTED BY OWNERI-1-10RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 6PROVISIONAL SUM WORKProvisional Sum Work. The following Provisional Sum Work has been completed in accordance with the Agreement, including Attachment JJ.Month of InvoiceProvisional Sum WorkApproved Amount (U.S.$)Total =I-1-11RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE I-2FORM OF CONTRACTORâ€™S FINAL INVOICEProject Name: Rio Grande Natural Gas Liquefaction Facility â€“ Train 4 Invoice Date:Â Â Â Â Contract Date:Invoice Number:Â Â Â Â Payment Terms:Attention:Â Â Â Â Remittance Information:Rio Grande LNG Train 4, LLCÂ Â Â Â Bank:[Name]Â Â Â Â Address:[Title]Â Â Â Â Account Name:[Address]Â Â Â Â Sort Code:[Address]Â Â Â Â Account Number:SWIFT Code:This Invoice covers payments for the Work during the period from Â Â Â Â , 20Â Â Â Â toÂ Â Â Â , 20Â Â Â Â (â€œCurrent Dateâ€).Contractor hereby makes application for payment to Owner for the Work as shown below in connection with the above referenced Agreement between the Parties.Train 4 Amount1Original Aggregate Equipment Price (Section 7.1B.1 of Agreement)2Net change by executed Change Orders3Aggregate Equipment Price to date4Original Aggregate Labor and Skills Price (Section 7.1B.2 of Agreement)5Net change by executed Change Orders6Aggregate Labor and Skills Price to date7Original Contract Price8Net change by Change Order (Exhibit 1)9Contract Price to date10Cumulative amount previously invoiced (excluding U.S. Duties and Tariff costs)11Current month amount invoiced for the Earned Value achieved (see Exhibit 2)12Current month amount invoiced for Milestones completed (see Exhibit 3)13Total current month amount invoiced (Invoice amount for this month) (Line 11 plus Line 12)I-2-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement14U.S. Duties and Tariff costsI-2-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement15Current Payment Due (Line 13 plus Line 14)16Cumulative amount invoiced to date (excluding U.S. Duties and Tariff costs)17Balance of Contract Price remaining (Line 9 less line 16)Submitted by:[Â Â Â Â]By:Â Â Â Â Â Â Â Â Name:Title:REMIT VIA WIRE TRANSFER TO:[Â Â Â Â] [Address] [City], TX [Zip]Bank Name:Â Â Â Â Bank Account #:ABA/Routing #:Â Â Â Â Â Â Â Â CHIPS ID#:Â Â Â Â I-2-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 1 â€“ LIST OF EXECUTED CHANGE ORDERSChange Order No.Change Order DescriptionTrain 4 AmountTotalI-2-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 2 â€“ CURRENT MONTH AMOUNT INVOICED FOR THE EARNED VALUEACHIEVEDTrain 41.Contract Price to date2.Cumulative Percent Completion % Achieved by end of current month3.Cumulative Earned Value Achieved (Line 2 multiplied by Line 3)4.Cumulative amount previously invoiced for Earned Value Achieved5.Current month amount invoiced for the Earned Value achieved (Line 4 less Line 5)Note: Required supporting documentation is attached hereto.I-2-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 3 â€“ CURRENT MONTH AMOUNT INVOICED FOR MILESTONES COMPLETEDMilestone No.Milestone DescriptionTrain 4 AmountCurrent month amount invoiced for Milestones completedNote: Required supporting documentation is attached hereto.I-2-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 4 â€“ CONTRACT PRICE ITEMIZATION FOR SALES AND USE TAX PURPOSESComponentOriginal ValueAdjustments due to ChangeOrder(s)Current ValueAmount Earned To DateAmount RemainingAggregate Equipment PriceAggregate Labor and Skills PriceI-2-7RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 5 â€“ LIST OF FINAL LIEN AND CLAIM WAIVERS ATTACHEDNo.NameNote: Required supporting documentation is attached hereto.I-2-8RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 6 â€“ CONTRACTOR STATEMENT SUMMARIZING AND RECONCILING ALLPREVIOUS INVOICES[Contractor to attach final statement]I-2-9RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 7 â€“ CONTRACTOR AFFIDAVITContractor certifies that (i) all Work (except for that Work and obligations that survive the termination or expiration of the Agreement) has been fully and completely performed in accordance with the terms of the Agreement, including the completion of all Punchlist items; (ii) all quantities and prices in this final Invoice or attached Exhibits are correct and in accordance with the Agreement; (iii) fully completed and executed Final Lien and Claim Waivers from Contractor, all Major Subcontractors, as provided in Section 7.3 of the Agreement, are attached to this final Invoice; (iv) if requested by Owner, fully executed Interim Lien and Claim Waivers from all Major Sub-subcontractors; (v) all documentation and electronic databases required to be delivered by Contractor to Owner under the Agreement, including Record As-Built Drawings and Specifications, and test reports, have been delivered to Owner; (vi) all of Contractorâ€™s, Subcontractorsâ€™ and Sub-subcontractors personnel, supplies, waste, materials, rubbish, and temporary facilities have been removed from the Site, except as permitted under Section 12.3A of the Agreement; (vii) all Subcontractors and Sub-subcontractors have been fully paid in accordance with the terms of their Subcontracts or Sub- subcontracts, except for amounts that are the subject of this final Invoice, and attached is evidence acceptable to Owner that all Subcontractors and Sub-subcontractors have been fully paid, less amounts that are the subject of this final Invoice; (viii) all payrolls, Taxes, liens, charges, claims, demands, judgments, security interests, bills for Equipment, and any other indebtedness connected with the Work has been paid;(ix) Contractor has attached to this Invoice an itemization of the Texas state sales and use tax in the form of Exhibit 4 to this Schedule I-2 (â€œContract Price Itemization for Sales and Use Tax Purposesâ€); (x) Contractor has delivered an executed Final Completion Certificate, which has been accepted by Owner by signing such certificate; (xi) attached to this final Invoice is all documentation supporting Contractorâ€™s request for payment as required under the Agreement; and (xi) this final Invoice is signed by an authorized representative of ContractorFOR CONTRACTOR:APPLICABLE TO INVOICE NO(S). ALL (IF ALL, PRINT ALL)DATE:Â Â Â Â SIGNED:BY:TITLE:On this day of Â Â Â Â , 20 , before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Contractor and that this document was signed under oath personally and on behalf of Contractor.Notary PublicMy term expires (date):Â Â Â Â RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementEXHIBIT 7 â€“ CONTRACTOR AFFIDAVITI-2-9RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT JHEALTH, SAFETY, SECURITY, AND ENVIRONMENTAL POLICIESRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementTable of Contents1.0Â Â Â Â IntroductionÂ Â Â Â 22.0Â Â Â Â ObjectivesÂ Â Â Â 23.0Â Â Â Â Definitions and InterpretationÂ Â Â Â 23.1Â Â Â Â DefinitionsÂ Â Â Â 23.2Â Â Â Â InterpretationÂ Â Â Â 24.0Â Â Â Â Rights and ResponsibilitiesÂ Â Â Â 25.0Â Â Â Â PlanningÂ Â Â Â 35.1Â Â Â Â Safety in Engineering and DesignÂ Â Â Â 35.2Â Â Â Â Subcontractor and Sub-subcontractor SafetyÂ Â Â Â 35.3Â Â Â Â ConstructionÂ Â Â Â 35.4Â Â Â Â CommissioningÂ Â Â Â 45.5Â Â Â Â EnvironmentalÂ Â Â Â 45.6Â Â Â Â SecurityÂ Â Â Â 46.0Â Â Â Â Project HSSE ExecutionÂ Â Â Â 46.1Â Â Â Â AuditsÂ Â Â Â 46.2Â Â Â Â InspectionsÂ Â Â Â 56.3Â Â Â Â Regulatory InspectionsÂ Â Â Â 56.4Â Â Â Â Owner CommunicationÂ Â Â Â 56.5Â Â Â Â Training and CertificationÂ Â Â Â 56.6Â Â Â Â Emergency Response TeamÂ Â Â Â 56.7Â Â Â Â Medical Emergency ResponseÂ Â Â Â 56.8Â Â Â Â Subcontractors and Sub-subcontractorsÂ Â Â Â 67.0Â Â Â Â ReportingÂ Â Â Â 67.1Â Â Â Â IncidentsÂ Â Â Â 67.2Â Â Â Â Leading and Lagging IndicatorsÂ Â Â Â 67.3Â Â Â Â Safety Committees.Â Â Â Â 77.4Â Â Â Â Lessons LearnedÂ Â Â Â 7J-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement1.0Â Â Â Â INTRODUCTIONIn addition to the requirements specified in any other provision of the Agreement, this Attachment J sets out the requirements and resultant scope of activities for health, safety, security and environment (â€œHSSEâ€) to be performed by Contractor for the Project. This Attachment J does not constitute a substitute for the Contractor HSSE Plan.2.0Â Â Â Â OBJECTIVESThe objective of this Attachment J is to provide the standards and requirements for:Â Â Â Â Compliance with relevant regulations, permits and consents;Â Â Â Â Contractor HSSE procedures; andÂ Â Â Â Subcontractor HSSE procedures.3.0Â Â Â Â DEFINITIONS AND INTERPRETATION3.1Â Â Â Â DefinitionsCapitalized terms have the meaning in the Agreement. Unless otherwise specified, Sections and Articles referenced herein refer to the applicable Section or Article in this Attachment J.3.2Â Â Â Â InterpretationTo the extent there is a conflict between this Attachment J and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall prevail.4.0Â Â Â Â RIGHTS AND RESPONSIBILITIESIn addition to the other responsibilities set forth herein, the Parties shall have the following responsibilities:4.1.1Â Â Â Â Owner rights and responsibilities:Â Â Â Â Stop the Work in accordance with the Agreement; andÂ Â Â Â Participate in Monthly HSSE reviews organized by the Contractor.Â Â Â Â Ownerâ€™s personnel shall adhere to Contractorâ€™s HSSE plans and procedures in all areas where Work is being performed under the direction of Contractor.4.1.2Â Â Â Â Contractor rights and responsibilities:Â Â Â Â Be responsible for health, safety, security, and environment in relation to the Project to the extent set forth in the Agreement;Â Â Â Â Develop and maintain HSSE organization charts for Contractorâ€™s HSSE personnel on the Project at the Site;Â Â Â Â Review Subcontractor HSSE plans for alignment with Agreement requirements;Â Â Â Â Develop an HSSE strategy and detailed execution plan for Ownerâ€™s comment and approval;Â Â Â Â Develop and apply specific HSSE procedures necessary to implement Contractorâ€™s detailed HSSE execution plan; andÂ Â Â Â HSSE execution plan and procedures shall be consistent with Contractorâ€™s corporate policies and business practices as they relate to HSSE.J-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement5.0Â Â Â Â PLANNINGContractor shall prepare an overall HSSE execution plan and procedures covering all Work (â€œHSSE Planâ€). The HSSE Plan shall detail the HSSE requirements for the Contractor and Subcontractors for areas in and around the Site and other areas where Work is being performed by Contractor. The HSSE Plan will comply with requirements of Sections 2.3, 2.4, 3.6, 3.8, 3.10, 3.17, 3.19, 3.24, and 3.27 of the Agreement. Contractor shall provide to Owner the HSSE Plan for approval pursuant to Section 3.10 of the Agreement.5.1Â Â Â Â Safety in Engineering and DesignContractor will develop and implement a safety in design program for the detailed design and engineering to ensure that the design developed by the Contractor integrates elements of hazard identification and risk assessment methods. This program will include and be applicable to all aspects of the Work and will be made available to the Owner for review. This safety in design program shall also include ergonomic and human factors reviews of designs to ensure operability, maintainability, access and egress are duly considered. Reviews of the 3D model shall incorporate such safety in design requirements.5.2Â Â Â Â Subcontractor and Sub-subcontractor SafetyContractor will require that all Subcontractors and Sub-subcontractors comply with the HSSE Plan.5.3Â Â Â Â ConstructionSection 6.0 further details HSSE requirements for the Contractor to implement at Site and for all elements of the Work during construction and pre-commissioning.The HSSE Plan and procedures for the Site shall contain multiple elements to increase the visibility of HSSE protection during execution of the Work and shall include:Â Â Â Â Posters with performance to date and safety themes;Â Â Â Â Site induction and regular tool-box meetings;Â Â Â Â Training of workers prior to commencing special tasks;Â Â Â Â Competent and qualified persons list;Â Â Â Â Identification badges that ensure controlled and necessary

access to Site;Â Â Â Â Inspection of all vehicles and Construction Equipment prior to first use on Site, with up to date testing certificates (as applicable) and/or color (tape) labelling (as applicable);Â Â Â Â Periodic (quarterly) re-inspection and updating of color tape identification to mark fit-for use Construction Equipment;Â Â Â Â Testing and/or verification of skills of specific groups of workers, such as divers, scaffolders, truck drivers, signal persons, excavator operators, and crane operators;Â Â Â Â Define or make reference to scaffold tagging procedure, lock-out/tag-out procedure, permit-to-work procedure; andJ-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementÂ Â Â Â Â A tool inspection program to ensure that only recognized, and calibrated, if necessary, tools are allowed to be used on site (i.e., home-made tools are not permitted).J-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement5.3.1Â Â Â Â Marine ConstructionThe provisions of Section 6.0 shall apply to all marine construction. Further, Contractor shall include in its HSSE Plan and procedures provisions to address the risks to workers and the environment during construction of the marine structures and facilities such as the marine offloading facilities, loading jetties, and any other open water activities.5.4Â Â Â Â CommissioningAll provisions of Section 6.0 shall apply from the start of Commissioning to handover to Owner at Substantial Completion.5.5Â Â Â Â EnvironmentalAs part of the HSSE Plan, Contractor will develop and implement an environmental plan and associated procedures which is compliant with the requirements of the Agreement, including Sections 3.6 and 3.17 thereof, and all Applicable Law. The environmental plan will detail Contractor participation and compliance with Ownerâ€™s regulatory compliance reporting, as well as Contractor generated plans to perform the Work including storm-water pollution prevention plan, and other remedial action identification and close-out procedures. Regular Construction Equipment inspections to prevent spills and pollution shall be part of the environmental plan.5.6Â Â Â Â SecurityContractor will develop and implement a security plan which is compliant with the requirements of the Agreement, including Sections 3.10, 3.24, 3.25, and 4.3 of the Agreement, and all Applicable Law. The security plan will detail the requirements for the physical and cyber security of offices, Subcontractor facilities, and Site. The security plan will also address the control of access for personnel (both physical and cyber), vehicles, Equipment, Construction Equipment and Hazardous Materials (including gate passes for removal from Site), and logging of access card swipes at Site. The access card system will also host the records on personnel induction training for gate entry and cross-referenced to other records for personnel allowed to enter the Site.Contractor shall deliver to Owner the security plan the earlier of [***] ([***]) Days after NTP or [***] ([***]) Days prior to commencement of the Work at the Site for Ownerâ€™s review and approval.6.0Â Â Â Â PROJECT HSSE EXECUTIONContractor will regularly assess the implementation of, and compliance with, the HSSE Plan.6.1Â Â Â Â AuditsContractorâ€™s HSSE Plan shall include a HSSE internal audit plan. HSSE internal audits will be scheduled and executed for the measurement of compliance to and effectiveness of HSSE processes and procedures.J-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementContractor will initiate corrective actions for findings arising from such audits and track the implementation and closeout of corrective actions prior to the next scheduled audit.Planned internal audits specified in the HSSE Plan will be notified to the Owner. Summaries of Contractorâ€™s HSSE audit reports, corrective actions and close out documentation will be made available to the Owner upon request.6.2Â Â Â Â InspectionsAs part of the HSSE Plan, Contractor will develop a Project-specific plan and schedule of weekly inspections of the Site. These inspections will be carried out by Contractor personnel with participation of Ownerâ€™s Representative, at Owners discretion.At weekly Contractor meetings, the results of the HSSE inspections will be discussed and where applicable follow-up actions and responsibilities will be assigned. Subcontractorâ€™s own HSSE personnel shall carry out their own worksite inspections.6.3Â Â Â Â Regulatory InspectionsAs part of the HSSE Plan, Contractor will implement a procedure to address regulatory inspections. This procedure will include a requirement to inform Owner of regulatory inspections, request participation, and make available the findings of the inspections to the extent specified in the Agreement.6.4Â Â Â Â Owner CommunicationCommunication requirements are described in Attachment X.6.5Â Â Â Â Training and CertificationAs part of the HSSE Plan, Contractor will develop and implement a procedure and processes to train Contractor personnel, Subcontractor personnel, and Owner personnel on the HSSE rules, guidelines and expectations for performing Work at the Site or other locations where construction, fabrication, or heavy lift operations are being performed.This training program will comply with all applicable federal, state and local regulatory requirements. This training program will also ensure that Contractor, Subcontractor and Sub-subcontractor personnel are trained on the pertinent Site specific HSSE requirements for their work scope.6.6Â Â Â Â Emergency Response TeamAs part of the HSSE Plan, Contractor will establish an emergency response team (â€œERTâ€) at the Site, and the ERT will be responsible for responding to incidents at the Site, as established in the Owner and Contractor emergency response plans (â€œERPâ€).6.7Â Â Â Â Medical Emergency ResponseContractor is responsible for providing qualified first aid administers and medical emergency response on site.J-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement6.8Â Â Â Â Subcontractors and Sub-subcontractorsContractor will require that all Subcontractors and Subcontractorsâ€™ personnel comply with the requirements of the HSSE Plan when they work at the Site or remote locations. Subcontractors are also required to adhere to Contractorâ€™s HSSE plan, or have an HSSE plan which is compliant with Project and all federal, state and local regulatory requirements. Subcontractors are responsible for Subcontractorsâ€™ personnel compliance with the Subcontractorsâ€™ HSSE plans.Where a Subcontractor hires a Sub-subcontractor to perform work, it is the responsibility of the Subcontractor to ensure Sub-subcontractor compliance with the HSSE Plan. This includes the training of Sub-subcontractor personnel. Records of Subcontractor training compliant with the HSSE Plan shall be kept on Site.7.0Â Â Â Â REPORTING7.1Â Â Â Â IncidentsContractor will require that all Contractor, Subcontractor and Sub-subcontractor personnel in the home office, at Site or remote locations report any accident or incident as soon as possible to Contractor. This reporting will also include near-misses and any unsafe conditions. Any near miss that could have resulted in an LTA or any LTA will be subject to a root cause analysis to identify any potential unsafe working practices.[***].For any construction, fabrication or heavy lift operations performed off Site, Contractor shall also report incidents that occur at such locations if they occur in relation to the performance of the Work.All incidents at Site and other areas where Work is being performed shall be investigated by Contractor and reported to Owner.7.2Â Â Â Â Leading and Lagging IndicatorsAs part of the HSSE Plan, Contractor will develop and implement a system for tracking and reporting to the Owner all leading and lagging indicators associated with the execution of the Work. This system will also use, as a basis, lagging indicators from previous Contractor projects to form the basis for the leading indicators associated with analogous elements of the Work. This system will, at a minimum, be based upon GECP.J-7RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement7.3Â Â Â Â Safety Committees.As part of the HSSE Plan, Contractor will establish one or more safety committees at the Site. Such safety committee(s) shall be comprised of Contractor personnel on Site, Owner HSSE leadership personnel and, if Contractor deems necessary, Major Subcontractor personnel performing Work on Site. The Site safety committee shall meet no less than once per [***] ([***]) Month period to review HSSE trends and develop specific HSSE themes and actions to actively address trends.7.4Â Â Â Â Lessons LearnedAs part of the HSSE Plan, Contractor will capture, document, report on and make available to the Owner all HSSE lessons learned associated with the execution of the Work. These shall be used to upgrade Site job-specific safety induction briefings, and also serve as input in developing safety initiatives and focus programs by the safety committee(s).J-8RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionATTACHMENT KFORM OF LIEN AND CLAIM WAIVERSRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionK-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE K-1CONTRACTORâ€™S INTERIM CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT(To be provided by Contractor with each invoice for progress payment)STATE OF TEXAS COUNTY OF CAMERONPROJECT: TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY JOB NO. Â Â Â Â On receipt by the signer of this document, Bechtel Energy Inc. (â€œContractorâ€), of a check, wire transfer or other valid form of payment from, or on behalf of, Rio Grande LNG Train 4, LLC (â€œOwnerâ€), in the sum of U.S. $Â Â Â Â payable to Contractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, or the wire transfer payment is received by Contractor, or Contractor is in possession of such other valid form of payment, as applicable, this document becomes effective to release any mechanicâ€™s lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in Contractorâ€™s position that Contractor has on the property of Rio Grande LNG Train 4, LLC located south of the Brownsville-Port Isabel Highway and north of the Brownsville Ship Channel in Cameron County near Brownsville, Texas to the following extent:For purposes of the provision of labor, services, equipment and/or materials for Train 4 of the Rio Grande Natural Gas Liquefaction Facility pursuant to that certain Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility by and between Contractor and Owner.This Waiver and Release covers a progress payment for all labor, services, equipment, and/or materials furnished to the property or to Â Â Â Â (Owner Parties) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Contractor.Contractor warrants that Contractor has already paid or will use the funds received from this progress payment to promptly pay in full all of Contractorâ€™s laborers, subcontractors, materialman, and suppliers for all work, materials, equipment, and/or services provided for or to the above referenced Project in regard to the attached statement(s) or progress payment request(s).FOR CONTRACTOR:Applicable to Invoice(s) No(s). Â Â Â Â Date:Â Â Â Â Signed:Â Â Â Â By:Â Â Â Â Title:Â Â Â Â AFFIDAVITOn this day ofÂ Â Â Â , 20 , before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Contractor and that this document was signed on behalf of Contractor.Notary Public:Â Â Â Â My term expires (date):Â Â Â Â K-1-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE K-2CONTRACTORâ€™S INTERIM CONDITIONAL CLAIM WAIVER UPON PROGRESS PAYMENT(To be provided by Contractor with each invoice for progress payment)STATE OF TEXAS COUNTY OF CAMERONPROJECT: TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY JOB NO. Â Â Â Â The undersigned, Bechtel Energy Inc. (â€œContractorâ€), has been engaged under a contract with Rio Grande LNG Train 4, LLC (â€œOwnerâ€) to furnish certain materials, equipment, services, and/or labor for the construction of improvements to the Train 4 of the Rio Grande Natural Gas Liquefaction Facility Project, together with all improvements and appurtenances attendant thereto (the â€œTrain 4 Liquefaction Facilityâ€), which is located near Brownsville, Texas, and more particularly described as follows: south of the Brownsville-Port Isabel Highway and north of the Brownsville Ship Channel in Cameron County near Brownsville, Texas.Upon receipt of the sum of U.S. $Â Â Â Â , Contractor waives and releases any and all claims and demands (except those concerning lien or bond rights which are separately waived pursuant to TEX. PROP. CODE ANN. Â§ 53.284 by the Contractorâ€™s Interim Conditional Waiver and Release on Progress Payment, which is executed concurrently with this form) against Owner for payment for work, materials, equipment, services, labor, and other items performed or provided through the date ofÂ Â Â Â , 20 (include the Current Date as defined in the Invoice) except this Waiver and Release does not foreclose and Contractor reserves (i) claims for payment related to work, materials, equipment, services, labor, and other items performed or provided pursuant to a Change Directive; or (ii) retained or escrowed amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Train 4 Liquefaction Facility. For the avoidance of doubt, this Waiver and Release does not foreclose and Contractor reserves (a) Change Order rights under the Agreement for unknown claims unrelated to payment for work, materials, equipment, services, labor, and other items performed or provided through the date above (except to the extent precluded by the Agreement), (b) claims for payment for work, materials, equipment, services, labor, and other items performed or provided which are known but the required notice period has not expired, or (c) claims for payment for work, materials, equipment, services, labor, and other items performed or provided for which notice was given by Contractor as required under Section 6.5 of the Agreement; Exceptions as follows:(If no exceptions or â€œnoneâ€ is entered above, undersigned shall be deemed not to have reserved any claim.)This Waiver and Release is freely and voluntarily given, and the undersigned acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntary chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above.K-2-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementFOR CONTRACTOR:Dated: Â Â Â Â Â Â Â Â Â Â Â Â Bechtel Energy Inc.Applicable to Invoice No. Â Â Â Â Â Â Â Â Â Â By:Â Â Â Â (signature)Print Name:Â Â Â Â Title:Â Â Â Â K-2-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE K-3SUBCONTRACTORâ€™S INTERIM CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT(To be provided by Subcontractor with each invoice for progress payment)STATE OF TEXAS COUNTY OF CAMERONPROJECT: TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY JOB NO. Â Â Â Â Upon receipt by the signer of this document, Â Â Â Â (â€œSubcontractorâ€), of a check, wire transfer or other valid form of payment from, or on behalf of Bechtel Energy Inc. (â€œContractorâ€), in the sum of U.S. $Â Â Â Â payable to Subcontractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, or the wire transfer payment is received by Subcontractor, or Subcontractor is in possession of such other valid form of payment, as applicable, this document becomes effective to release any mechanicâ€™s lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in Subcontractorâ€™s position that Subcontractor has on the property of Rio Grande LNG Train 4, LLC, located south of the Brownsville-Port Isabel Highway and north of the Brownsville Ship Channel in Cameron County near Brownsville, Texas to the following extent:For purposes of the provision of labor, services, equipment and/or materials for Train 4 of the Rio Grande Natural Gas Liquefaction Facility.This Waiver and Release covers a progress payment for all labor, services, equipment, and/or materials furnished to the property or to Contractor, or to Â Â Â Â (Owner Parties) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Subcontractor.Subcontractor warrants that Subcontractor has already paid or will use the funds received from this progress payment to promptly pay in full all of Subcontractorâ€™s laborers, subcontractors, materialman, and suppliers for all work, materials, equipment, and/or services provided for or to the above referenced Project in regard to the attached statement(s) or progress payment request(s).FOR SUBCONTRACTOR:Applicable to Invoice(s) No(s). Â Â Â Â Date:Â Â Â Â Signed:Â Â Â Â By:Â Â Â Â Title:Â Â Â Â K-3-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE K-4SUBCONTRACTORâ€™S INTERIM CONDITIONAL CLAIM WAIVER UPON PROGRESS PAYMENT(To be provided by Subcontractor with each invoice for progress payment)STATE OF TEXAS COUNTY OF CAMERONPROJECT: TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY JOB NO. Â Â Â Â The undersigned, Â Â Â Â (â€œSubcontractorâ€), has been engaged under a contract with Bechtel Energy Inc. (â€œContractorâ€) to furnish certain materials, equipment, services, and/or labor for the construction of improvements to the Train 4 of the Rio Grande Natural Gas Liquefaction Facility Project, together with all improvements and appurtenances attendant thereto (the â€œTrain 4 Liquefaction Facilityâ€), which is located near Brownsville, Texas, and more particularly described as follows: south of the Brownsville-Port Isabel Highway and north of the Brownsville Ship Channel in Cameron County near Brownsville, Texas.Upon receipt of the sum of U.S. $Â Â Â Â , the Subcontractor waives and releases any and all claims, demands, actions, causes of action or other rights (except those concerning lien or bond rights which are separately waived pursuant to TEX. PROP. CODE ANN. Â§ 53.284 by the Subcontractorâ€™s Interim Conditional Waiver and Release on Progress Payment, which is executed concurrently with this form) against Contractor or Rio Grande LNG Train 4, LLC (â€œOwnerâ€) for payment for work, materials, equipment, services, labor, and other items performed or provided through the date of Â Â Â Â , 20 and reserving those rights that the Subcontractor might have in any retained amounts, on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of Owner or any other entity for said Train 4 Liquefaction Facility.Â Â Â Â Exceptions as follows:(If no exceptions or â€œnoneâ€ is entered above, undersigned shall be deemed not to have reserved any claim.)This Waiver and Release is freely and voluntarily given, and the undersigned acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntary chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above.FOR SUBCONTRACTOR:Dated: Â Â Â Â Â Â Â Â [Name of Subcontractor]Applicable to Invoices No. Â Â Â Â Â Â Â Â By:Â Â Â Â (signature)Print Name:Â Â Â Â Title:Â Â Â Â K-4-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE K-5CONTRACTORâ€™S FINAL LIEN WAIVER AND RELEASE UPON FINAL PAYMENTSTATE OF TEXAS COUNTY OF CAMERONPROJECT: TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY JOB NO. Â Â Â Â Upon receipt by the signer of this document, Bechtel Energy Inc. (â€œContractorâ€), of a check, wire transfer or other valid form of payment from, or on behalf of, Rio Grande LNG Train 4, LLC (â€œOwnerâ€), in the sum of U.S. $Â Â Â Â payable to Contractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, or the wire transfer payment is received by Contractor, or Contractor is in possession of such other valid form of payment, as applicable, this document becomes effective to release any mechanicâ€™s lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in Contractorâ€™s position that Contractor has on the property of Rio Grande LNG Train 4, LLC located south of the Brownsville-Port Isabel Highway and north of the Brownsville Ship Channel in Cameron County near Brownsville, Texas to the following extent:For purposes of the provision of labor, services, equipment and/or materials for Train 4 of the

Rio Grande Natural Gas Liquefaction Facility pursuant to that certain Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility by and between Contractor and Owner.This Waiver and Release covers the final payment to the Contractor for all labor, services, equipment, and/or materials furnished to the property, or to Â Â Â Â (Owner Parties).Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Contractor.Contractor warrants that Contractor has already paid or will use the funds received from this final payment to promptly pay in full all of Contractorâ€™s laborers, subcontractors, materialman, and suppliers for all work, materials, equipment, and/or services provided for or to the above referenced Project up to the date of this Waiver and Release.FOR CONTRACTOR:Applicable to Invoice No(s). ALL (if all, print all)Date:Â Â Â Â Signed:Â Â Â Â By:Â Â Â Â Title:Â Â Â Â AFFIDAVITOn this day ofÂ Â Â Â , 20 , before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Contractor and that this document was signed on behalf of Contractor.K-5-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionNotary Public:Â Â Â Â My term expires (date):Â Â Â Â K-6-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE K-6CONTRACTORâ€™S FINAL CLAIM WAIVER AND RELEASE UPON FINAL PAYMENT(To be executed by Contractor with the invoice for final payment)STATE OF TEXAS COUNTY OF CAMERONPROJECT: TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY JOB NO.The undersigned, Bechtel Energy Inc. (â€œContractorâ€), has been engaged under a contract with Rio Grande LNG Train 4, LLC (â€œOwnerâ€) to furnish certain materials, equipment, services, and/or labor for the construction of improvements to the Train 4 of the Rio Grande Natural Gas Liquefaction Facility Project, together with all improvements and appurtenances attendant thereto (the â€œTrain 4 Liquefaction Facilityâ€), which is located near Brownsville, Texas, and more particularly described as follows: south of the Brownsville-Port Isabel Highway and north of the Brownsville Ship Channel in Cameron County near Brownsville, Texas.Upon receipt of the sum of U.S. $Â Â Â Â (amount in invoice for final payment), Contractor waives and releases all claims, demands, actions, causes of actions or other rights at law, in contract, tort, equity or otherwise (except those concerning lien or bond rights which are separately waived pursuant to TEX. PROP. CODE ANN. Â§ 53.284 by the Contractorâ€™s Conditional Waiver and Release on Final Payment, which is executed concurrently with this form) that Contractor has, may have had or may have in the future against Owner for payment for work, materials, equipment, services, labor, and other items performed under the contract with Owner. This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred prior to the date of this Waiver and Release, whether or not known to Contractor at the time of the execution of this Waiver and Release.Contractor represents that all of its obligations, legal, equitable, or otherwise, relating to or arising out of its work on the Train 4 Liquefaction Facility have been fully satisfied (except for that work and obligations that survive the termination or expiration of the contract, including warranties and correction of defective work), including, but not limited to, payment to subcontractors and employees and payment of taxes.This Waiver and Release is freely and voluntarily given, and Contractor acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above. Contractor understands, agrees and acknowledges that, upon payment, this document waives rights unconditionally and is fully enforceable to extinguish all claims (except those concerning lien or bond rights which are separately waived pursuant to TEX PROP. CODE Â§ 53.284 by the Contractorâ€™s Final Conditional Lien Waiver and Release on Final Payment, which is executed concurrently with this form) of Contractor against Owner for payment for work, materials, equipment, services, labor, and other items performed under the contract with Owner as of the date of execution of this document by Contractor.K-7-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementFOR CONTRACTOR:Dated: Â Â Â Â Â Â Â Â Bechtel Energy Inc.Applicable to Invoice No(s): Â Â Â Â ALLÂ Â Â Â .Â Â Â Â By:Â Â Â Â (signature)Print Name:Â Â Â Â Title:Â Â Â Â AFFIDAVITOn this day of Â Â Â Â , 20 , before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Contractor and that this document was signed on behalf of Contractor.Notary Public:Â Â Â Â My term expires (date):Â Â Â Â K-6-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE K-7SUBCONTRACTORâ€™S FINAL LIEN WAIVER AND RELEASE UPON FINAL PAYMENTSTATE OF TEXAS COUNTY OF CAMERONPROJECT: TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY JOB NO. Â Â Â Â Upon receipt by the signer of this document, Â Â Â Â (â€œSubcontractorâ€), of a check, wire transfer or other valid form of payment from, or on behalf of Bechtel Energy Inc. (â€œContractorâ€), in the sum of U.S. $Â Â Â Â payable to Subcontractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, or the wire transfer payment is received by Subcontractor, or Subcontractor is in possession of such other valid form of payment, as applicable, this document becomes effective to release any mechanicâ€™s lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in Subcontractorâ€™s position that Subcontractor has on the property of Rio Grande LNG Train 4, LLC, located south of the Brownsville-Port Isabel Highway and north of the Brownsville Ship Channel in Cameron County near Brownsville, Texas to the following extent:For purposes of the provision of labor, services, equipment and/or materials for Train 4 of the Rio Grande Natural Gas Liquefaction Facility.This Waiver and Release covers the final payment to the Contractor for all labor, services, equipment, and/or materials furnished to the property, to the Contractor, or to Â Â Â Â (Owner Parties).Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Subcontractor.Subcontractor warrants that Subcontractor has already paid or will use the funds received from this final payment to promptly pay in full all of Subcontractorâ€™s laborers, subcontractors, materialman, and suppliers for all work, materials, equipment, and/or services provided for or to the above referenced Project up to the date of this Waiver and Release.FOR SUBCONTRACTOR:Applicable to Invoice No. ALL (if all, print all)Date:Â Â Â Â Â Â Â Â (SEAL) Signed:Â Â Â Â By:Â Â Â Â Title:Â Â Â Â K-7-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE K-8SUBCONTRACTORâ€™S FINAL CLAIM WAIVER AND RELEASE UPON FINAL PAYMENTSTATE OF TEXAS COUNTY OF CAMERONPROJECT: TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY JOB NO. Â Â Â Â The undersigned, Â Â Â Â (â€œSubcontractorâ€), has been engaged under a contract with Bechtel Energy Inc. (â€œContractorâ€) to furnish certain materials, equipment, services, and/or labor for the construction of improvements to the Train 4 of the Rio Grande Natural Gas Liquefaction Facility Project, together with all improvements and appurtenances attendant thereto (the â€œTrain 4 Liquefaction Facilityâ€), which is located near Brownsville, Texas, and more particularly described as follows: south of the Brownsville-Port Isabel Highway and north of the Brownsville Ship Channel in Cameron County near Brownsville, Texas.Upon receipt of the sum of U.S. $Â Â Â Â (amount in invoice for final payment), Subcontractor waives and releases all claims, demands, actions, causes of actions or other rights at law, in contract, tort, equity or otherwise (except those concerning lien or bond rights which are separately waived pursuant to TEX. PROP. CODE Â§ 53.284 by the Subcontractorâ€™s Final Lien Waiver and Release Upon Final Payment, which is executed concurrently with this form) that Subcontractor has, may have had or may have in the future against Contractor or Rio Grande LNG Train 4, LLC (â€œOwnerâ€) (i) for payment for work, materials, equipment, services, labor, and other items performed or (ii) arising out of, or in any way related to, Subcontractorâ€™s contract with Contractor or the Train 4 Liquefaction Facility. This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred prior to the date of this Waiver and Release, whether or not known to Subcontractor at the time of the execution of this Waiver and Release.Except for work and obligations that survive the termination or expiration of the agreement between Subcontractor and Contractor, including warranties and correction of defective work, Subcontractor represents that all of its obligations, legal, equitable, or otherwise, relating to or arising out of its work on the Train 4 Liquefaction Facility have been fully satisfied, including, but not limited to, payment to lower tiered subcontractors and employees and payment of taxes.This Waiver and Release is freely and voluntarily given, and Subcontractor acknowledges and represents that it has fully reviewed the terms and conditions of this Waiver and Release, that it is fully informed with respect to the legal effect of this Waiver and Release, and that it has voluntarily chosen to accept the terms and conditions of this Waiver and Release in return for the payment recited above. Subcontractor understands, agrees and acknowledges that, upon payment, this document waives rights unconditionally and is fully enforceable to extinguish all claims (except those concerning lien or bond rights which are separately waived pursuant to TEX. PROP. CODE Â§ 53.284 by the Subcontractorâ€™s Final Lien Waiver and Release Upon Final Payment, which is executed concurrently with this form) of Subcontractor as of the date of execution of this document by Subcontractor.K-8-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementFOR SUBCONTRACTOR:Dated: Â Â Â Â Â Â Â Â [Name of Subcontractor]Applicable to Invoice No(s): Â Â Â Â ALLÂ Â Â Â .Â Â Â Â By:Â Â Â Â (signature)Print Name:Â Â Â Â Title:Â Â Â Â K-8-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionATTACHMENT LFORM OF COMPLETION CERTIFICATESRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionL-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE L-1FORM OF RFFGI CERTIFICATE FOR TRAIN 4Date:Â Â Â Â [Â Â Â Â][Â Â Â Â][Â Â Â Â][Â Â Â Â]Attn: [Â Â Â Â]Re: RFFGI Certificate for Train 4 for the Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility (the â€œProjectâ€), dated as of August 5, 2024 (the â€œAgreementâ€), by and between Rio Grande LNG Train 4, LLC (â€œOwnerâ€) and Bechtel Energy Inc. (â€œContractorâ€)Pursuant to Section 11.1A of the Agreement, Contractor hereby certifies all of the following have occurred with respect to Train 4: (i) Contractor has commissioned the systems and subsystems for RFFGI of Equipment for such Train and completed the activities necessary to support the introduction of hydrocarbons, including the utility and process systems, safeguarding and shutdown systems have been pre-commissioned, commissioned and integrity verified, all as set forth in greater detail in Attachment A and Attachment M; (ii) such Train is ready for acceptance of natural gas feed; (iii) Contractor has provided the required documents for FERC approval; and(iv) Contractor hereby delivers to Owner this RFFGI Certificate for Train 4.Contractor certifies that all requirements under the Agreement for RFFGI with respect to Train 4 were achieved on Â Â Â Â , 20 .Attached is all documentation required to be provided by Contractor under the Agreement to establish that all requirements under the Agreement for RFFGI of Train 4 have been achieved.[signature page follows]L-1-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementIN WITNESS WHEREOF, Contractor has caused this RFFGI Certificate to be duly executed and delivered as of the date first written above.Bechtel Energy Inc.L-1-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementcc:[Â Â Â Â][Â Â Â Â]Attention: [Â Â Â Â Â Â Â Â Â Â Â Â] Telephone: (Â Â Â Â) Â Â Â Â -Â Â Â Â Â Â Â Â By: Â Â Â Â Name: Â Â Â Â Title:Â Â Â Â Date:Â Â Â Â L-1-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementOwner Acceptance or Rejection of RFFGI CertificatePursuant to Section 11.4 of the Agreement, Owner Â Â Â Â accepts or Â Â Â Â rejects (check one) the RFFGI Certificate for Train 4.If the RFFGI Certificate was rejected, the basis for any such rejection of RFFGI is attached hereto.For and on behalf ofRio Grande LNG Train 4, LLCBy:Â Â Â Â Name:Â Â Â Â Title:Â Â Â Â Date:Â Â Â Â L-1-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE L-2NOT USEDL-2-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE L-3FORM OF RFSU CERTIFICATE FOR TRAIN 4Date:[Â Â Â Â][Â Â Â Â][Â Â Â Â][Â Â Â Â]Attn: [Â Â Â Â]Re: Ready for Start Up (hereinafter â€œRFSUâ€) Certificate for Train 4 for the Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility (the â€œTrain 4 Projectâ€), dated as of August 5, 2024 (the â€œAgreementâ€), by and between Rio Grande LNG Train 4, LLC (â€œOwnerâ€) and Bechtel Energy Inc. (â€œContractorâ€)Pursuant to Section 11.1B of the Agreement, Contractor hereby certifies all of the following have occurred with respect to Train 4 with the exception of Punchlist items: (i) Contractor has achieved and maintained Ready for Feed Gas Introduction for Train 4; (ii) all activities necessary to support the introduction of hydrocarbons, including all utility and process utility, safeguarding and shutdown systems have been pre-commissioned, commissioned and integrity verified; (iii) Commissioning is complete, cool down can commence for Train 4, and Train 4 is ready for startup and acceptance of feed gas; (iv) Equipment vendor representatives and other specialist Subcontractors required to support RFSU and early operations are mobilized at the Site; (v) Contractor hereby delivers to Owner a RFSU Certificate; and (vi) performance by Contractor of all other obligations required under the Agreement for RFSU of such Train 4.Contractor certifies that all requirements under the Agreement for RFSU with respect to Train 4 were achieved on Â Â Â Â , 20 .Attached is all documentation required to be provided by Contractor under the Agreement to establish that all requirements under the Agreement for RFSU of Train 4 have been achieved.[signature page follows]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementL-3-1IN WITNESS WHEREOF, Contractor has caused this RFSU Certificate to be duly executed and delivered as of the date first written above.Bechtel Energy Inc.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementL-3-2cc:[Â Â Â Â][Â Â Â Â]Attention: [Â Â Â Â Â Â Â Â Â Â Â Â] Telephone: (Â Â Â Â) Â Â Â Â -Â Â Â Â Â Â Â Â By: Â Â Â Â Name: Â Â Â Â Title:Â Â Â Â Date:Â Â Â Â RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementL-3-3Owner Acceptance or Rejection of RFSU CertificatePursuant to Section 11.4 of the Agreement, Owner Â Â Â Â accepts or Â Â Â Â rejects (check one) the RFSU Certificate for Train 4.If the RFSU Certificate was rejected, the basis for any such rejection of RFSU is attached hereto.For and on behalf ofRio Grande LNG Train 4, LLCBy:Â Â Â Â Name:Â Â Â Â Title:Â Â Â Â Date:Â Â Â Â RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementL-3-4Execution versionSCHEDULE L-4FORM OF RLFC CERTIFICATEDate:Â Â Â Â [Â Â Â Â][Â Â Â Â][Â Â Â Â][Â Â Â Â]Attn: [Â Â Â Â]Re: Ready to Load First Cargo (hereinafter â€œRLFCâ€) Certificate â€“ for the Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility (the â€œProjectâ€), dated as of August 5, 2024 (the â€œAgreementâ€), by and between Rio Grande LNG Train 4, LLC (â€œOwnerâ€) and Bechtel Energy Inc. (â€œContractorâ€)Pursuant to Section 11.2A of the Agreement, Contractor hereby certifies all of the following have occurred with respect to Train 4, with the exception of Punchlist items, including: (i) Contractor has achieved and maintained RFSU for Train 4; (ii) the LNG Storage Tank has been successfully cooled down and is operating normally with LNG stored in such tank; (iii) Train 4 has liquefied natural gas into LNG meeting all specifications and requirements of the Agreement (other than the Minimum Acceptance Criteria and Performance Guarantees) and successfully transferred and stored such LNG into the LNG Storage Tank; (iv) all LNG loading and unloading lines (and equipment and systems related thereto) constructed under this Agreement have been cooled down and filled with LNG while remaining at cryogenic temperatures; (v) Contractor hereby delivers to Owner this RLFC Certificate for Train 4; and (vi) performance by Contractor of all other obligations required under the Agreement for RLFC of Train 4.Contractor certifies that all requirements under the Agreement for RLFC with respect to Train 4 were achieved on Â Â Â Â , 20 .Attached is all documentation required to be provided by Contractor under the Agreement to establish that all requirements under the Agreement for RLFC of Train 4 have been achieved.[signature page follows]L-4-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementIN WITNESS WHEREOF, Contractor has caused this RLFC Certificate to be duly executed and delivered as of the date first written above.Bechtel Energy Inc.L-4-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementcc:[Â Â Â Â][Â Â Â Â]Attention: [Â Â Â Â Â Â Â Â Â Â Â Â] Telephone: (Â Â Â Â) Â Â Â Â -Â Â Â Â Â Â Â Â By: Â Â Â Â Name: Â Â Â Â Title:Â Â Â Â Date:Â Â Â Â L-4-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementOwner Acceptance or Rejection of RLFC CertificatePursuant to Section 11.4 of the Agreement, Owner Â Â Â Â accepts or Â Â Â Â rejects (check one) the RLFC Certificate for Train 4.If the RLFC Certificate was rejected, the basis for any such rejection of RLFC is attached hereto.For and on behalf ofRio Grande LNG Train 4, LLCBy:Â Â Â Â Name:Â Â Â Â Title:Â Â Â Â Date:Â Â Â Â L-4-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE L-5FORM OF SUBSTANTIAL COMPLETION CERTIFICATE FOR TRAIN 4Date:[Â Â Â Â][Â Â Â Â][Â Â Â Â][Â Â Â Â]Attn: [Â Â Â Â]Re: Substantial Completion Certificate for Train 4 for the Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility Train 4 (the â€œProjectâ€), dated as of August 5, 2024 (the â€œAgreementâ€), by and between Rio Grande LNG Train 4, LLC (â€œOwnerâ€) and Bechtel Energy Inc. (â€œContractorâ€)Pursuant to Section 11.3 of the Agreement, Contractor hereby certifies all of the following have occurred with respect to Train 4: (i) RFFGI has been achieved for Train 4; (ii) RFSU has been achieved; (iii) RLFC has been achieved; (iv) all Minimum Acceptance Criteria have been achieved; (v) in the case that all Performance Guarantees have not been achieved, Owner has accepted (such acceptance not to be unreasonably withheld) Contractorâ€™s corrective work plan, and Contractor has turned over the Train pursuant to Section 11.5A; (vi) Contractor and Owner have agreed upon a list of Punchlist items as set forth in Section 11.6; (vii) any Delay Liquidated Damages due and owing have been paid to Owner in accordance with Section 13.2; (viii) the entire Work related to Train 4 (including training and the delivery of all documentation, manuals and instruction books necessary for safe and proper operation) has been completed, except for Punchlist items, in accordance with the requirements and Specifications of the Agreement;; (ix) Contractor hereby delivers to Owner this Substantial Completion Certificate as required under Section 11.3; (x) Train 4 is available for commercial operation in accordance with the requirements of the Agreement; (xi) Contractor has obtained all Permits required to be obtained by Contractor under the Agreement; and (xii) Contractor has delivered to Owner a fully executed Interim Lien and Claim Waiver in the form of Schedules K-1 and K-2, fully executed Interim Lien and Claim Waivers from all Major Subcontractors in the form of Schedules K-3 and K-4 and, if requested by Owner, fully executed Interim Lien and Claim Waivers from all Major Sub-subcontractors substantially in the form of Schedules K-3 and K-4, covering all Work up to the date of Substantial Completion.Contractor certifies that it achieved Substantial Completion of Train 4 on Â Â Â Â , 20 .L-5-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementAttached is all documentation required to be provided by Contractor under the

Agreement to establish that Contractor has achieved all requirements under the Agreement for Substantial Completion, including the Performance Test reports and analysis.L-5-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementIN WITNESS WHEREOF, Contractor has caused this Substantial Completion Certificate to be duly executed and delivered as of the date first written above.Bechtel Energy Inc.L-5-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementcc:[Â Â Â Â][Â Â Â Â]Attention: [Â Â Â Â Â Â Â Â Â Â Â Â] Telephone: (Â Â Â Â) Â Â Â Â -Â Â Â Â Â Â Â Â By: Â Â Â Â Name: Â Â Â Â Title:Â Â Â Â Date:Â Â Â Â L-5-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementOwner Acceptance or Rejection of Substantial Completion CertificatePursuant to Section 11.4 of the Agreement, Owner Â Â Â Â accepts or Â Â Â Â rejects (check one) the Substantial Completion Certificate for Train 4.If the Substantial Completion Certificate was rejected, the basis for any such rejection of Substantial Completion is attached hereto.For and on behalf ofRio Grande LNG Train 4, LLCBy:Â Â Â Â Name:Â Â Â Â Title:Â Â Â Â Date:Â Â Â Â L-5-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionSCHEDULE L-6FORM OF FINAL COMPLETION CERTIFICATEDate:[Â Â Â Â][Â Â Â Â][Â Â Â Â][Â Â Â Â]Attn:[Â Â Â Â]Re: Final Completion Certificate for the Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility (the â€œProjectâ€), dated as of August 5, 2024 (the â€œAgreementâ€), by and between Rio Grande LNG Train 4, LLC (â€œOwnerâ€) and Bechtel Energy Inc. (â€œContractorâ€)Pursuant to Section 11.7 of the Agreement, Contractor hereby certifies all of the following have occurred with respect to the Train 4 Project, and that all Work and all other obligations under the Agreement (except for that Work and obligations that survive the termination or expiration of the Agreement, including obligations for Warranties, correction of Defective Work and those covered by Section 11.10), are fully and completely performed in accordance with the terms of the Agreement, including: (i) the achievement of Substantial Completion; (ii) the achievement of all Performance Guarantees or payment of all Performance Liquidated Damages due and owing; (iii) the completion of all Punchlist items; (iv) delivery by Contractor to Owner of a fully executed Final Lien and Claim Waiver in the form of Schedules K-5 and K-6; (v) delivery by Contractor to Owner of all documentation required to be delivered under the Agreement, including Record As- Built Drawings and Specifications, test reports and the final operations and maintenance manuals for the Train 4 Liquefaction Facility; (vi) delivery to Owner, in content and form reasonably satisfactory to Owner, copies of all required Subcontracts, written assignments of Subcontractor warranties and a list of the names, addresses and telephone numbers of the Subcontractors providing such warranties; (vii) removal from the Site of all of Contractorâ€™s, Subcontractorsâ€™ and Sub-subcontractorsâ€™ personnel, supplies, waste, materials, rubbish, Hazardous Materials, Construction Equipment, and temporary facilities for which Contractor is responsible under Article 3, other than as required by Contractor to fulfill its obligations under Section 12.3A; (viii) delivery by Contractor to Owner of fully executed Final Lien and Claim Waivers from all Major Subcontractors in the form in Schedules K-7 and K-8; (ix) if, requested by Owner, fully executed Final Lien and Claim Waivers from Major Sub-subcontractors in a form substantially similar to the form in Schedules K-7 and K-8; and (x) Contractor hereby delivers to Owner this Final Completion Certificate as required under Section 11.7.Contractor certifies that it achieved Final Completion on Â Â Â Â , 20 .[signature page follows]L-6-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementIN WITNESS WHEREOF, Contractor has caused this Final Completion Certificate to be duly executed and delivered as of the date first written above.Bechtel Energy Inc.L-6-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementcc:[Â Â Â Â][Â Â Â Â]Attention: [Â Â Â Â Â Â Â Â Â Â Â Â] Telephone: (Â Â Â Â) Â Â Â Â -Â Â Â Â Â Â Â Â By: Â Â Â Â Name: Â Â Â Â Title:Â Â Â Â Date:Â Â Â Â L-6-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementOwner Acceptance or Rejection of Final Completion CertificatePursuant to Section 11.7 of the Agreement, Owner Â Â Â Â accepts or Â Â Â Â rejects (check one) the Final Completion Certificate.If the Final Completion Certificate was rejected, the basis for rejection of Final Completion is attached hereto.For and on behalf ofRio Grande LNG Train 4, LLCBy:Â Â Â Â Name:Â Â Â Â Title:Â Â Â Â Date:Â Â Â Â L-6-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT MPRE-COMMISSIONING, COMMISSIONING, START-UP, TRAINING AND TURNOVER PROGRAM[***].RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementM-1Execution versionATTACHMENT N NOVATION AGREEMENTTHIS NOVATION AGREEMENT (the â€œAgreementâ€) is made this [Â Â Â Â] day of [Â Â Â Â], 20[ ] (the â€œEffective Dateâ€).AMONG:(1)Â Â Â Â [Â Â Â Â Â Â Â Â Â], a [Â Â Â Â] organized under the laws of the State of [Â Â Â Â] having its principal place of business at [Â Â Â Â] (â€œOutgoing Partyâ€);(2)Â Â Â Â Bechtel Energy Inc., a Delaware corporation having an address at 2105 CityWest Pl.,Houston, Texas 77042 (â€œContinuing Partyâ€); and(3)Â Â Â Â [Â Â Â Â Â Â Â Â Â], a [Â Â Â Â] organized under the laws of the State of [Â Â Â Â] having its principal place of business at [Â Â Â Â] (â€œIncoming Partyâ€),each being referred to herein individually as a â€œPartyâ€ and collectively as the â€œPartiesâ€.RECITALSWHEREAS, the Outgoing Party and the Continuing Party are the present parties to the Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility, dated as of the 5th day of August 2024 (the â€œNovated Contractâ€), relating to the engineering, procurement, construction, pre- commissioning, commissioning, start-up and testing of the Train 4 Facility at the Brownsville liquefaction facility south of Brownsville Ship Channel in Cameron County near Brownsville, Texas.WHEREAS, the Parties hereto have agreed that with effect from the Effective Date that Outgoing Party shall cease to be a party to the Novated Contract and that Incoming Party shall become a party thereto in place of Outgoing Party and accordingly Outgoing Party shall be released and discharged from the Novated Contract upon the terms and to the extent set out in this Agreement.AGREED TERMS1.Â Â Â Â INTERPRETATION1.1Â Â Â Â The following rules of interpretation apply in this Agreement.1.2Â Â Â Â As used in this Agreement, the terms â€œherein,â€ â€œherewith,â€ â€œhereunderâ€ and â€œhereofâ€ are references to this Agreement taken as a whole, and the terms â€œinclude,â€ â€œincludesâ€ and â€œincludingâ€ mean â€œincluding, without limitation,â€ or variant thereof.1.3Â Â Â Â Unless expressly stated otherwise, reference in this Agreement to an Article or Section shall be a reference to an Article or Section contained in this Agreement N-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement(and not in any Attachments or Schedules to this Agreement) and reference in this Agreement toN-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementan Attachment or Schedule shall be a reference to an Attachment or Schedule attached to this Agreement.1.4Â Â Â Â Words in the singular include the plural and, in the plural, include the singular.1.5Â Â Â Â References to this Agreement include this Agreement as amended or varied in accordance with its terms.1.6Â Â Â Â Unless specified otherwise, all capitalized terms not defined herein shall have the meanings given to them in the Novated Contract.2.Â Â Â Â NOVATION2.1Â Â Â Â Outgoing Party shall cease to be a party to the Novated Contract and Incoming Party shall become a party to it in place of Outgoing Party;2.2Â Â Â Â Incoming Party hereby undertakes and covenants as a separate obligation with each of Outgoing Party and Continuing Party to perform the Novated Contract and to assume, observe, perform, discharge and be bound by all liabilities, obligations, duties and claims of Outgoing Party arising under the Novated Contract in the place of Outgoing Party whether actual, accrued, contingent or otherwise and whether arising on, before or after the Effective Date and to be bound by the terms thereof in every way as if Incoming Party had at all times been a party to the Novated Contract in place of Outgoing Party and each act or omission of Outgoing Party under the Novated Contract had been an act or omission of Incoming Party.2.3Â Â Â Â Continuing Party and Incoming Party hereby release and discharge Outgoing Party from all obligations and liabilities of Outgoing Party under the Novated Contract and all claims and demands whatsoever in respect thereof and Continuing Party accepts the performance thereof by Incoming Party in place of performance by Outgoing Party and hereby undertakes to Incoming Party to perform the Novated Contract and be bound by the terms thereof in every way as if Incoming Party was a party to the Novated Contract in place of Outgoing Party.2.4Â Â Â Â Continuing Party hereby accepts the right of Incoming Party to enforce in its own name all rights, claims and demands whatsoever whether actual, accrued, contingent or otherwise that arise out of or in connection with the Novated Contract whether or not such right, claim or demand arises on, before or after the Effective Date.3.Â Â Â Â WARRANTIES3.1Â Â Â Â Continuing Party Representations3.1.1Â Â Â Â The Novated Contract (together with all amendments, variations and modifications) and this Agreement each constitute the valid, enforceable and legally binding obligations of Continuing Party.3.1.2Â Â Â Â Continuing Party has full rights, power and authority and has taken all necessary corporate action and gained all requisite consents required to enter into and execute this Agreement.4.Â Â Â Â CONFIRMATION OF TERMSN-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement4.1Â Â Â Â Continuing Party and Outgoing Party hereby confirm to Incoming Party that the entire current terms of the Novated Contract [(including Change Orders Nos. [ ] and amendments dated [ ])] are those appearing in the document a copy of which is annexed hereto as Schedule 1 and signed on behalf of Continuing Party and Incoming Party for identification and there has been no other amendment thereof (whether written or oral and whether or not legally binding) and no subsisting waiver of any of such terms has been given by Continuing Party or Outgoing Party.4.2Â Â Â Â Continuing Party and Incoming Party hereby confirm the terms of the Novated Contract and all Change Orders (as such term is defined in the Novated Contract) thereto with the exception only of the substitution of parties hereby effected.5.Â Â Â Â LIMITATION PERIODS5.1Â Â Â Â Nothing in this Agreement shall have the effect of extending any limitation period set out in, or applicable to, the Novated Contract and nothing in this Agreement shall operate to enable any claims to be brought against Incoming Party whether in tort, contract or otherwise which, but for this Agreement, would be statute barred if made against Outgoing Party.6.Â Â Â Â CHANGE ORDERS6.1Â Â Â Â Incoming Party shall have all rights, obligations and liabilities under any Change Order entered into with Continuing Party pursuant to the Novated Contract, and the Outgoing Party shall have no obligations or liabilities with respect to such Change Order.7.Â Â Â Â GOVERNING LAW AND DISPUTE RESOLUTION7.1Â Â Â Â This Agreement, including the interpretation and enforcement thereof, and the resolution of all disputes between the Parties arising out of or resulting from this Agreement, shall be governed by, interpreted and construed in accordance with the laws of Texas, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Texas. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and shall be disclaimed in and excluded from any Subcontracts entered into by Continuing Party in connection with the Work or the Train 4 Facility.7.2Â Â Â Â If any dispute arises out of, results from, or relates to this Agreement which the Parties are unable to settle amicably within [***] ([***]) days after the dispute arises (or such longer period as may be agreed upon by the Parties in writing), then the Parties agree that such dispute shall be decided by binding arbitration in Houston, Texas. Unless otherwise agreed by the Parties, the arbitration shall be administered by the Houston, Texas office of the American Arbitration Association (â€œAAAâ€) and shall be governed by the AAAâ€™s Construction Industry Arbitration Rules and Mediation Procedures (including Procedures for Large, Complex Construction Disputes) (the â€œRulesâ€). The arbitration held under this Agreement shall be decided by three (3) arbitrators, appointed as follow: each Party shall be permitted to choose one (1) arbitrator, and the two (2) arbitrators chosen by the Parties shall choose the N-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementthird arbitrator in accordance with the Rules, who will serve as the chairperson of the tribunal. TheN-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementarbitrator(s) shall determine the rights and obligations of the Parties according to the substantive law of the state of Texas, excluding its conflict of law principles, as would a court for the state of Texas; provided, however, the law applicable to the validity of the arbitration clause, the conduct of the arbitration, including resort to a court for provisional remedies, the enforcement of any award and any other question of arbitration law or procedure shall be the Federal Arbitration Act, 9 U.S.C.A. Â§ 2. The arbitration shall be conducted in the English language. If a consolidation of arbitrations under this Agreement and the Novated Contract occur, for the purposes of selecting arbitrators, the Outgoing Party and Incoming Party shall be considered one party.7.3Â Â Â Â The arbitration award shall be final and binding, in writing, signed by the arbitrator or all of the arbitrators (as applicable), and shall state the reasons upon which the award thereof is based. The Parties agree that judgment on the arbitration award may be entered by any court having jurisdiction thereof. The prevailing Party in any action or proceeding shall be entitled to recover from the other Party all of its reasonable costs and expenses incurred in connection with such action or proceeding including reasonable legal fees and costs at arbitration.7.4Â Â Â Â Notwithstanding any dispute, it shall be the responsibility of each Party to continue to perform its obligations under this Agreement pending resolution of the dispute. Incoming Party shall, subject to its right to withhold or offset amounts pursuant to the terms of the Novated Contract, continue to pay Continuing Party undisputed amounts in accordance with the Novated Contract. In no event shall the occurrence of any negotiation, litigation or arbitration prevent or limit either Party from exercising its rights under the Novated Contract, including Incoming Party and Continuing Partyâ€™s right to terminate pursuant to Article 16 of the Novated Contract.8.Â Â Â Â COUNTERPARTS8.1Â Â Â Â This Agreement may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.9.Â Â Â Â NOTICES9.1Â Â Â Â Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be either (a) hand delivered; (b) delivered by same-Day or overnight courier; or (c) delivered by certified mail, return receipt requested, to the other Party at the address set forth below. Notices, demands, offers and other communications may be delivered via email as a courtesy; however, delivery in such manner shall not be deemed to fulfill the notice requirements of this Section 9.N-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementTo Continuing Party:Â Â Â Â Bechtel Energy Inc.2105 CityWest PlHouston, Texas 77042 Attn: [***]with a copy to:Bechtel Energy Inc. 2105 CityWest Pl.Houston, Texas 77042 Attn: [***]To Incoming Party:Â Â Â Â [Â Â Â Â][Â Â Â Â] Attn:Email:To Outgoing Party:Â Â Â Â Rio Grande LNG Train 4, LLC1000 Louisiana Street, Suite 3300Houston, TX 77002 Attn: [***]E-mail: [***] with a copy to:Rio Grande LNG Train 4, LLC 1000 Louisiana Street, Suite 3300Houston, TX 77002 Attn: [***]E-mail: [***]9.2Â Â Â Â Each Party shall have the right to change the place to which notice shall be sent or delivered by sending a similar notice to the other Party in like manner. Notices, demands, offers or other written instruments shall be deemed to be received if delivered by hand, by same-day or overnight courier service, or certified mail on the date actually received at the address of the intended recipient.10.Â Â Â Â MISCELLANEOUS10.1Â Â Â Â Each Party hereto shall from time to time after the date hereof, at the reasonable request of any other Party hereto execute and deliver to such other Party such additional instruments of transfer, conveyance and assignment as shall be reasonably requested by such Party to transfer, convey and assign more effectively the rights and obligations the subject of this Agreement and otherwise to effect the transaction contemplated by this Agreement.N-7RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement10.2Â Â Â Â Each reference in this Agreement to the Novated Contract shall be construed and shall have effect as a reference to the same as it may have been supplemented and/or amended prior to the Effective Date.N-8RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement10.3Â Â Â Â Unless otherwise provided in this Agreement, words and expressions defined in the Novated Contract shall have the same meaning where used in this Agreement.[Signature page follows.]N-9RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementIN WITNESS WHEREOF this Agreement has been executed by authorised representatives of the Parties on the Effective Date.N-10RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementFor and on behalf of:Incoming Party:[Â Â Â Â]For and on behalf of:Outgoing Party:[Â Â Â Â]By: Â Â Â Â Name: Â Â Â Â Title: Â Â Â Â By: Â Â Â Â Name: Â Â Â Â Title: Â Â Â Â For and on behalf of:Continuing Party:Bechtel Energy Inc.By: Â Â Â Â Name: Â Â Â Â Title: Â Â Â Â N-11RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSCHEDULE 1 CHANGE ORDERSN-12RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT OINSURANCE REQUIREMENTS1.Â Â Â Â Contractorâ€™s Insurance.A.Â Â Â Â Types and Amounts of Insurance. Contractor shall, at its own cost and expense, procure and maintain in full force and effect at all times from the commencement of the Work through Final Completion (and in the case of products and completed operations coverage, for a further period of [***] ([***]) years after Final Completion or the applicable statute of repose pursuant to the governing law under Section 21.9 of the Agreement (â€œStatute of Reposeâ€), whichever is greater) the following insurances on an occurrence basis for coverages with the following prescribed limits of liability; provided however, the insurances addressed in subsections (iv), (v), (vi), (vii), (viii), (ix), (x), (xi), (xii) and (xiii) do not need to be maintained until Ownerâ€™s issuance of the Notice to Proceed (or Limited Notice to Proceed as applicable) under the Agreement and the insurances in subsections (x), (xi), (xii) and (xiii) are required to be maintained until Substantial Completion. All required limits may be met with any combination of primary and excess limits:i.Â Â Â Â Workersâ€™ Compensation and Employersâ€™ Liability Insurance. Contractor shall comply with Applicable Law with respect to workersâ€™ compensation and employerâ€™s liability requirements and other similar requirements where the Work is performed and shall procure and maintain workersâ€™ compensation and employerâ€™s liability policies in accordance with Applicable Law and the requirements of this Agreement. These policies shall include coverage for all states and other applicable jurisdictions, voluntary compensation coverage and occupational disease and for all temporary and/or leased employees and Alternate Employer endorsement (WC 00 03 01, or equivalent). To the extent applicable, if the Work is to be performed on or near navigable waters, the policies shall include coverage for United States Longshoremenâ€™s and Harbor Workersâ€™ Act, the Jones Act and/or any other Applicable Law regarding maritime law. A maritime employersâ€™ liability policy may be used to satisfy applicable parts of this requirement with respect to Work performed on or near navigable waters.Limits:Workerâ€™s Compensation: StatutoryEmployersâ€™ Liability: US $[***] each accident, US $[***] disease each employee and US $[***] disease policy limit or amounts required by Applicable Law, whichever is greaterMaritime Employersâ€™ Liability: US $[***] each accident, US $[***] disease each employee and US $[***] disease policy limit or amounts required by Applicable Law, whichever is greaterO-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementTo meet the foregoing workersâ€™ compensation and employerâ€™s liability requirements, Contractor shall, upon NTP, extend the workersâ€™ compensation and employerâ€™s liability insurance coverage under the Phase 1 EPC Agreements to this Agreement. Such extension shall

meet the requirements of this Attachment O and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Phase 1 EPC Agreements.ii.Â Â Â Â Commercial General Liability Insurance. This policy shall be written as a Contractor Controlled Insurance Policy (as defined in Section 1(D) below) and provide coverage against claims for bodily injury (including bodily injury and death), advertising injury, property damage (including loss of use), and shall include blanket contractual liability insuring the indemnity obligations under the Agreement, products and completed operations coverage (for a minimum of [***] ([***]) years after Final Completion or the Statute of Repose, whichever is greater), premises and operations coverage, independent contractors, medical expense, cross liabilities/separation of insureds, temporary storage locations, punitive damages (to the extent allowed by Applicable Law), sound location/subsidence, and fire, explosion, collapse, or underground damage. Such insurance shall not include any exclusions for X.C.& U., operations within 50 feet of a railroad, rigging, lifting or boom overload exposures. Such insurance shall not include the professional services exclusion. The aggregate limits shall apply separately to each annual policy period, except for the product and completed operation coverage, which shall be a Project term aggregate.Limits:Â Â Â Â US $ [***] each occurrenceUS $ [***] general aggregate with dedicated limits to the Phase 1 Facilities and Train 4 FacilityUS $ [***] products and completed operations aggregate dedicated to the Phase 1 Facilities and Train 4 FacilityTo meet the foregoing commercial general liability requirements, Contractor shall, upon NTP, extend the commercial general liability coverage under the Phase 1 EPC Agreements to this Agreement. Such extension shall meet the requirements of this Attachment O and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Phase 1 EPC Agreements, except that the overall cumulative limits for the Phase 1 Facilities and the Train 4 Facility shall be as follows: U.S.$[***] combined single limit each occurrence; U.S.$[***] general aggregate, with such limits dedicated to the Train 4 Facility and Phase 1 Facilities; and U.S.$[***] products and completed operations aggregate, with such limits dedicated to the Train 4 Facility and Phase 1 Facilities.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-2iii.Â Â Â Â Commercial Automobile Insurance. This policy shall include coverage for all owned, hired, rented, and non-owned automobiles and equipment (if required to be licensed under the applicable vehicle code), and shall include contractual liability, employees as insured, loading and unloading of automotive equipment, deletion of the fellow employee exclusion, uninsured/underinsured motorist and no-fault insurance provisions wherever applicable and liabilities for the death of or injury to any one person and liabilities for loss of or damage to property resulting from any one accident and otherwise comply with Applicable Law. If Hazardous Materials are to be hauled, then the policy shall contain an MCS-90 endorsement that evidences a policy limit of U.S. $[***].Limit:Â Â Â Â US $ [***] each occurrenceTo meet the foregoing commercial automobile insurance requirements, Contractor shall, upon NTP, extend the commercial automobile insurance coverage under the Phase 1 EPC Agreements to this Agreement. Such extension shall meet the requirements of this Attachment O and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Phase 1 EPC Agreements.iv.Â Â Â Â Umbrella or Excess Liability Insurance. This policy shall be written as a Contractor Controlled Insurance Policy (as defined in Section 1(D) below) on a â€œfollowing formâ€ basis and shall provide coverage in excess of the coverages required to be provided by Contractor for employersâ€™ liability insurance, commercial general liability insurance and maritime employerâ€™s liability insurance. The aggregate limit shall apply separately to each annual policy period, except for the product and completed operation coverage, which shall be a Project term aggregate.Limits:Â Â Â Â US $ [***] each occurrence dedicated to the Train 4 Facility and Phase 1 FacilitiesUS $ [***] aggregate limit with dedicated limits to the Train 4 Facility and Phase 1 FacilitiesTo meet the foregoing umbrella or excess liability insurance requirements, Contractor shall, upon NTP, extend the umbrella or excess liability coverage under the Phase 1 EPC Agreements to this Agreement. Such extension shall meet the requirements of this Attachment O and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Phase 1 EPC Agreements, except that the overall cumulative limits for the Train 4 Facility and the Phase 1 Facilities shall be as follows: U.S.$[***] combined single limit each occurrence, dedicated to the Train 4 Facility and Phase 1 Facilities; and U.S.$[***] annual aggregate limit, with such limits dedicated to the Train 4 Facility and Phase 1 Facilities.v.Â Â Â Â Comprehensive Aircraft Liability Insurance. If applicable, for all aircraft owned (including drones), operated, chartered, or brokered by or for Contractor or itsRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-3Subcontractors or Sub-subcontractors in connection with the Work under the Agreement, Contractor shall carry or require the owner or operator of such aircraft to carry:(a)Â Â Â Â Aircraft Hull Insurance for agreed value, including breach of warranty, coverage to present value each aircraft, or breach of warranty amount, whichever is greater. (b)Â Â Â Â Aircraft Liability Insurance, including coverage for bodily injury liability, property damage liability and passenger liability, and including coverage for contractual liability for those liabilities assumed by Contractor, including liability for damage due to collision, pollution and removal of wreck. If aircraft will be used to perform lifts at the Site or any Project related site, a â€œslung cargoâ€ endorsement must be included to cover the full replacement value of any equipment being lifted.Limit:Â Â Â Â US $ [***] per occurrence(c)Â Â Â Â The policy listed in clause (b) above shall provide a breach of warranty in favor of Owner Indemnified Parties.To meet the foregoing comprehensive aircraft liability insurance requirements, Contractor shall, upon NTP, extend the comprehensive aircraft liability insurance coverage under the Phase 1 EPC Agreements to this Agreement. Such extension shall meet the requirements of this Attachment O and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Phase 1 EPC Agreements.vi.Â Â Â Â Watercraft Insurance. If applicable, for all vessels owned, operated, chartered, or brokered by or for Contractor or any of its Subcontractors or Sub- subcontractors in connection with its Work under the Agreement, Contractor or its Subcontractors shall carry or require the owner or operator of such vessels to carry:(a)Â Â Â Â Hull Insurance covering all owned and/or bareboat chartered watercraft used in performing work and/or services related to this project. Such coverage shall be written on the American Institute Hull Clauses (6/2/1977) form, or equivalent, with the amount of coverage equal to the fair market value of the hull and machinery,(b)Â Â Â Â Protection and Indemnity Insurance to cover liabilities arising out of the ownership, operation and use of any vessel, including coverage for contractual liability for those liabilities assumed by Contractor herein, including sudden and accidental pollution liability, collision and towerâ€™s liability, cargo Ownerâ€™s legal liability (to the extent applicable), and removal of wreck insofar as required by applicable statute. Any â€œas Ownerâ€ and â€œother than Ownerâ€ clauses are to be deleted.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-4Limit:Â Â Â Â US $[***] per occurrence(c)Â Â Â Â Chartererâ€™s Legal Liability Insurance to cover liabilities arising out of operation and use of any time or voyage chartered vessel including coverage for contractual liability for those liabilities assumed by Contractor herein.Limit:Â Â Â Â US $[***] per occurrence(d)Â Â Â Â Vessel Pollution Coverage shall be put in place for any owned and/or bareboat chartered vessels used by the Contractor in connection with this project, with limits of US $[***] per occurrenceTo meet the foregoing watercraft insurance requirements, Contractor shall, upon NTP, extend the watercraft insurance coverage under the Phase 1 EPC Agreements to this Agreement. Such extension shall meet the requirements of this Attachment O and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Phase 1 EPC Agreements.vii.Â Â Â Â Contractorâ€™s Equipment Floater. Contractor shall maintain or self-insure, and shall cause all Subcontractors and Sub-subcontractors to maintain or self-insure, equipment insurance covering all materials, tools, equipment, and items (whether owned, rented, or borrowed) of Contractor, its Subcontractors and Sub-subcontractors that will not become part of the finished Work, including loss or damage during loading, unloading and while in transit. Such coverage shall be on an all-risk basis to the full value of the materials, tools, equipment, and items with any and all deductibles to be assumed by, for the account of, and at Contractorâ€™s, Subcontractorâ€™s, and Sub-subcontractorâ€™s sole risk. Contractor waives, and shall cause all of its Subcontractors and Sub-subcontractors to waive, all rights against Owner Indemnified Parties for loss or damage to any Construction Equipment used in connection with the Project.To meet the foregoing equipment floater insurance requirements, Contractor shall, upon NTP, extend the construction equipment floater insurance requirements under the Phase 1 EPC Agreements to this Agreement. Such extension shall meet the requirements of this Attachment O and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Phase 1 EPC Agreements.viii.Â Â Â Â Contractorâ€™s Pollution Liability Insurance. This policy shall be written as a Contractor Controlled Insurance Policy (as defined in Section 1(D) below) and provide coverage against claims for bodily injury (including bodily injury and death) and property damage (including loss of use) caused by or arising out of pollution incidents arising from the activities of Contractor or any of its Subcontractors or Sub-subcontractors at or near the Site, and shall include contractual liability per the terms and conditions of such policy. Coverage shall apply to sudden and gradual pollution events and mold and fungus damage,RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-5shall include all transportation-related events, and respond to cleanup both on and off the Site. Coverage shall include completed operations coverage for [***] ([***]) years after Final Completion.(a)Â Â Â Â Such insurance shall include by its terms or appropriate endorsements: completed operations limited cancellation clause; silt, and sediment as pollutants; any locations other than the Site or any other site where materials are received or stored; and discovery-triggered coverage for emergency response costs.(b)Â Â Â Â Coverage must be evidenced for on and off-site transportation which may result in a pollution incident/event and non-owned disposal site coverage (if applicable), and shall not include a lead-based paint or asbestos exclusion if such materials are included in the Equipment and materials supplied as part of the Work or are present at the Site or any Project-related site.Limits:Â Â Â Â US $ [***] each occurrenceUS $ [***] in the aggregate with limits dedicated to the ProjectTo meet the foregoing contractorâ€™s pollution liability insurance requirements, Contractor shall, upon NTP, extend the contractorâ€™s pollution liability insurance under the Phase 1 EPC Agreements to this Agreement. Such extension shall meet the requirements of this Attachment O and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Phase 1 EPC Agreements.ix.Â Â Â Â Marine Liability Insurance. If a dock or wharf is used to perform any part of the Work (or Work is otherwise performed on, over, or in close proximity to navigable waters), Contractor shall, or shall cause the relevant Subcontractor to, provide marine liability insurance covering liabilities arising from the use or operation of the dock or wharf in the care, custody or control of the Contractor or for Work performed on, over, or in close proximity to navigable waters. This requirement does not apply to transport providers if coverage is provided under a separate protection and indemnity policy. Coverage shall include the following: wharfingerâ€™s/stevedores/MTOL with respect to operations at the construction dock, contractual liability (if not provided in the policy form, is to be provided by endorsement), sudden and accidental pollution, â€œin remâ€ liability and chartererâ€™s legal liability and deletion of the care, custody and control exclusion.Limits:Â Â Â Â US $ [***] each occurrenceUS $ [***] general aggregateUS $ [***] products and completed operations aggregateRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-6To meet the foregoing equipment marine liability insurance requirements, Contractor shall, upon NTP, extend the construction marine liability insurance under the Phase 1 EPC Agreements to this Agreement. Such extension shall meet the requirements of this Attachment O and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Phase 1 EPC Agreements.x.Â Â Â Â Builder's Risk Insurance. Property damage insurance on an "all risk" basis insuring Contractor, Owner and Lender, as their interests may appear, including coverage against loss or damage from the perils of earth movement (including earthquake, landslide, subsidence and volcanic eruption), Windstorms, water damage, startup and testing, strike, riot, civil commotion, malicious damage, and terrorism (such terrorism policy may be obtained under a separate policy). To meet the builderâ€™s risk insurance requirements under this Attachment O, Contractor shall, upon NTP, extend the builderâ€™s risk insurance coverage under the Phase 1 EPC Agreements to this Agreement. Such extension shall meet the requirements of this Attachment O and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Phase 1 EPC Agreements, except that (unless expressly stated otherwise in this Section) any limits, sublimits, deductibles, payments or other values stated herein shall not be doubled or otherwise increased as a result of the extension of the builderâ€™s risk insurance to this Agreement.(a)Â Â Â Â Property Covered: The insurance policy shall provide coverage for(i) the buildings, structures, boilers, machinery, Equipment, facilities, fixtures, supplies, fuel, and other properties constituting a part of The Train 4 Facility and Phase 1 Facilities, (ii) free issue items used in connection with The Train 4 Facility and Phase 1 Facilities, (iii) the inventory of spare parts to be included in The Train 4 Facility and Phase 1 Facilities, (iv) property of others in the care, custody or control of Contractor or Owner in connection with the Train 4 Facility and Phase 1 Facilities, (v) all preliminary works, temporary works and interconnection works,(vi) foundations and other property below the surface of the ground, and(vii) electronic equipment and media.(b)Â Â Â Â Additional Coverages: The insurance policy shall insure (i) the cost of preventive measures to reduce or prevent a loss (sue & labor) in an amount not less than U.S.$[***], (ii) operational and performance testing for a period not less than [***] ([***]) Days, (iii) unless otherwise covered under the marine cargo policy, inland transit with sub-limits sufficient to insure the largest single shipment to or from the Site from anywhere worldwide, (iv) expediting expenses (defined as extraordinary expenses incurred after an insured loss to make temporary repairs and expedite the permanent repair of the damaged property) in an amount not RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-7less than U.S.$[***], which such amount shall be specific to Section 1 of the Builderâ€™s Risk policy, (v) off-Site storage with sub-limits sufficient toRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-8insure the full replacement value of any property or Equipment not stored on the Site, and (vi) the removal of debris with a sub-limit not less than [***] percent ([***]%) of the loss amount, but subject to a minimum of U.S.$[***].(c)Â Â Â Â Special Clauses: The insurance policy shall include (i) a seventy- two (72) hour flood/storm/earthquake clause, (ii) unintentional errors and omissions clause, (iii) a 50/50 clause, (iv) an other insurance clause making this insurance primary over any other insurance, (v) a clause stating that the policy shall not be subject to cancellation by the insurer except for non- payment of premium and (vi) an extension clause allowing the policy period to be extended for up to [***] ([***]) months for an additional premium and terms and conditions to be agreed.(d)Â Â Â Â Prohibited Exclusions: The insurance policy shall not contain any(i) coinsurance provisions, (ii) exclusion for loss or damage resulting from freezing and mechanical breakdown, (iii) exclusion for loss or damage covered under any guarantee or warranty arising out of an insured peril,(iv) exclusion for resultant damage caused by ordinary wear and tear, gradual deterioration, normal subsidence, settling, cracking, expansion or contraction and faulty workmanship, design or materials no more restrictive than the LEG 2/06.(e)Â Â Â Â Sum Insured: The insurance policy shall (i) be on a replacement cost form, with no periodic reporting requirements with the exception of material changes in the sum insured, (ii) upon NTP, extend the builderâ€™s risk insurance under the Phase 1 EPC Agreements to this Agreement, insuring Train 1, Train 2, and Train 3 in the amount required under the Phase 1 EPC Agreements and insuring Train 4 for an amount no less than an amount to be determined based upon an estimated maximum loss study for the Train 4 Facility and Phase 1 Facilities performed by a reputable and experienced firm reasonably satisfactory to Contractor, Owner and Ownerâ€™s Lenders, with such estimated maximum loss approved by the Parties within such time, (iii) value losses at replacement cost, without deduction for physical depreciation or obsolescence including custom duties, Taxes and fees, (v) insure loss or damage from earth movement without a sub-limit,(vi) upon NTP, extend the insurance for property loss or damage from Windstorm and water damage (including flood and storm surge) under Phase 1 EPC Agreements in the amount required under the Phase 1 EPC Agreements and insuring Train 4 with a sub-limit of not less than U.S.$ [***] per occurrence and in the aggregate or other such greater sum as RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-9determined by Owner, subject to commercial availability, and such sublimitRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-10shall apply to the combined loss covered under Section 1.A.x Builderâ€™s Risk and Section 1.A.xi Builderâ€™s Risk Delayed Startup, and (viii) upon NTP, extend the insurance for loss or damage from strikes, riots and civil commotion under the Phase 1 EPC Agreements, insuring the combined Train 1, Train 2, Train 3 and Train 4 with a sub-limit not less than U.S.$ [***] for loss or damage from strikes, riots and civil commotion.(f)Â Â Â Â Deductible: The insurance policy covering the Train 4 Facility and Phase 1 Facilities shall have no deductible greater than U.S.$[***] per occurrence; provided, however, (i) for Windstorms and water damage (including flood and storm surge), the deductible shall not be greater than [***] percent ([***]%) of values at risk for the Train 4 Facility and Phase 1 Facilities, subject to a minimum deductible of U.S.$[***] and, subject to Section 1.R below, a maximum deductible of U.S.$[***] for Windstorms and water damage for the Train 4 Facility and Phase 1 Facilities, (ii) for wet works, the deductible shall not be greater than U.S.$[***] for the Train 4 Facility and Phase 1 Facilities, (iii) for claims arising from testing and commissioning, the deductible shall not be greater than U.S.$[***], (iv) for claims where defects exclusion LEG2/06 applies, the deductible shall not be greater than U.S.$[***] and (v) for claims arising from tank fill the deductible shall not be greater than U.S.$[***].(g)Â Â Â Â Payment of Insurance Proceeds: The property damage proceeds under the builderâ€™s risk policy shall be primary to any potential payment under the Builderâ€™s Risk Delayed Startup Insurance (Section 1.A.xi) and be paid as follows with respect to any one occurrence:1)Â Â Â Â the first [***] U.S. Dollars (U.S.$[***]) of amounts paid under the builderâ€™s risk insurance policy for property damage to the Train 4 Facility shall be paid by the insurance carrier directly to Contractor, which shall be used by Contractor in connection with the repair, replacement or other necessary work in connection with the loss or damage to the Train 4 Facility; and2)Â Â Â Â any amounts in excess of [***] U.S. Dollars (U.S.$[***]) for property damage to the Train 4 Facility shall (x) be paid by the insurance carrier directly to the Collateral Agent (or if there is no Collateral Agent, a mutually agreed upon escrow agent), and Owner shall pay such insurance proceeds to Contractor for the completion (or, if agreed by the Lenders, Collateral Agent or escrow agent, the planned completion) by Contractor of repairs, replacement and other necessary work in accordance with the restoration plan (unless such plan is not required by the Lenders or Collateral Agent) prepared by Contractor and approved by Owner, and (y),RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-11provided that the conditions set forth in this clause (x) have been satisfied, be paid by Owner to Contractor in accordance with the following schedule:(a) for any interim payment(s) or final settlement

payment of the builderâ€™s risk proceeds received by the Collateral Agent (or escrow agent) for the Train 4 Facility, Owner shall have [***] ([***]) Business Days after the Collateral Agentâ€™s (or escrow agentâ€™s) receipt of all proceeds to pay Contractor; (b) however, for any interim payment(s) or final settlement payment received by the Collateral Agent (or escrow agent) for the Train 4 Facility, Owner shall not have more than [***] ([***]) Days to pay any portion of the builderâ€™s risk proceeds received to date. Notwithstanding the foregoing, under no circumstances shall Owner be required to pay any builderâ€™s risk insurance proceeds to Contractor if Owner or Lender elects not to repair or rebuild the damaged aspect of the Train 4 Facility, except to the extent Contractor has incurred costs in excess of the [***] U.S. Dollars (U.S.$[***]) of the builderâ€™s risk proceeds paid directly to Contractor for safety, protection and salvage for the Train 4 Facility. For the avoidance of doubt, if there is a delay in the approval of the restoration plan beyond the times specified in Section 1.A.x(g)2)(y) through no fault of Contractor, and Contractor satisfies the conditions in this Section 1.A.x(g)2) for the payment of builderâ€™s risk proceeds received by the Collateral Agent (or escrow agent), then Contractor shall not be required to effect repairs or other restoration of the Work affected by the insured occurrence for any costs of repairs or restoration exceeding the sum of the deductible under such insurance and any amounts previously paid to Contractor under such insurance and Contractor shall be entitled to relief to the extent permitted under Section 6.2A.10 of the Agreement â€œCollateral Agentâ€ means the collateral agent under the credit agreement with Owner for the financing of the Project.xi.Â Â Â Â Builderâ€™s Risk Delayed Startup Insurance. Delayed startup coverage insuring Owner and Lender, as their interests may appear, covering the Ownerâ€™s debt servicing expenses, fixed costs, and / or gross profit as determined by Owner as a result of any loss or damage insured by Section 1.A.x above resulting in a delay in Substantial Completion beyond the applicable Guaranteed Substantial Completion Date in an amount to be determined by Owner, subject to commercial availability at a reasonable cost. Upon NTP, Contractor shall extend the builderâ€™s risk delayed startup insurance coverage under the Phase 1 EPC Agreements to this Agreement, insuring Train 1, Train 2 and Train 3 for the amount required under the Phase 1 EPC Agreements and Train 4 in an amount to be determined by Owner, subject to such amount to be determined by Owner. This coverage shall be on an actual loss-sustained basis. Any proceeds from delay in startup insurance, with the exception of payments for increased cost of working costs incurred by the Contractor, shall be payable solely to the Lender or its designee and shall not in any way RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-12reduce or relieve Contractor of any of its obligation or liabilities under the Agreement. TheRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-13increased cost of working costs shall not erode the delayed startup limit and is paid in addition to the delayed startup proceeds. Any claims under the builderâ€™s risk delayed startup insurance shall be handled and adjusted by Owner, with cooperation by Contractor. (a)Â Â Â Â Such insurance shall (a) have a deductible of not greater than [***] ([***]) Days aggregate for all occurrences, except [***] ([***]) Days in the aggregate in the respect of Windstorms and water damage (including flood and storm surge), (b) include an interim payments clause allowing for the monthly payment of a claim pending final determination of the full claim amount, (c) cover loss sustained when access to the Site is prevented due to an insured peril at premises in the vicinity of the Site for a period not less than [***] ([***]) Days, (d) cover loss sustained due to the action of a public authority preventing access to the Site due to imminent or actual loss or destruction arising from an insured peril at premises in the vicinity of the Site for a period not less than [***] ([***]) Days, (e) insure loss caused by FLEXA named perils to finished Equipment (including machinery) while awaiting shipment at the premises of a Subcontractor or Sub-subcontractor,(f) not contain any form of a coinsurance provision or include a waiver of such provision, and (g) cover loss sustained due to the accidental interruption or failure, caused by an insured peril of supplies of electricity, gas, sewers, water or telecommunication up to the terminal point of the utility supplier with the Site for a period not less than [***] ([***]) Days. (b)Â Â Â Â Owner may communicate all financial information directly to Contractorâ€™s insurance broker. Contractor shall not be entitled to receive any such information.xii.Â Â Â Â Marine Cargo Insurance. Cargo insurance insuring Contractor, Owner and Lender, as their interests may appear, on a â€œwarehouse to warehouseâ€ basis including land, air and marine transit insuring â€œall risksâ€ of loss or damage on a C.I.F. basis plus [***] percent ([***]%) from the time the goods are in the process of being loaded for transit until they are finally delivered to the Site including shipment deviation, delay, forced discharge, re-shipment and transshipment. Such insurance shall (a) include coverage for theft, pilferage, non-delivery, charges of general average sacrifice or contribution, salvage expenses, temporary storage in due course of transit, consolidation, repackaging, refused and returned shipments, debris removal, (b) contain a replacement by air extension clause, a 50/50 clause, a difference in conditions for C.I.F. shipments, an errors and omissions clause, an import duty clause and a non-vitiation clause (but subject to a paramount warranty for surveys of critical items), (c) include an insufficiency of packing clause, (d) provide coverage for sue and labor in an amount not less than $[***] and (e) insure for the replacement value of the largest single shipment on a C.I.F. basis plus [***] percent ([***]%). To meet the marine cargo insurance requirements under this RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-14Attachment O, Contractor shall, upon NTP, extend the marine cargo insurance coverage under the Phase 1 EPC Agreements to this Agreement. Such extension shall meet the requirements of thisRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-15Attachment O and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Phase 1 EPC Agreements, except that (unless expressly stated otherwise in this Section) any limits, sublimits, deductibles, payments or other values stated herein shall not be doubled or otherwise increased as a result of the extension of the marine cargo insurance to this Agreement.(a)Â Â Â Â The physical damage proceeds under the marine cargo policy shall be paid as follows with respect to any one occurrence:1)Â Â Â Â the first [***] U.S. Dollars (U.S.$[***]) of amounts paid under the marine cargo insurance policy for physical damage to the Train 4 Facility (i.e., equipment, materials, machinery, spares, etc.) shall be paid by the insurance carrier directly to Contractor, which shall be used by Contractor in connection with the repair, replacement or other necessary work in connection with the Train 4 Facility; and2)Â Â Â Â any amounts in excess of [***] U.S. Dollars (U.S.$[***]) for physical damage to the Train 4 Facility (i.e., equipment, materials, machinery, spares, etc.) shall be paid by the insurance carrier directly to the Collateral Agent (or if there is no Collateral Agent, a mutually agreed upon escrow agent), and Owner shall pay such insurance proceeds to Contractor, for the completion (or, if agreed by the Lenders, Collateral Agent or escrow agent, the planned completion) by Contractor of repairs, replacement and other necessary work in accordance with the restoration plan (unless such plan is not required by the Lenders or Collateral Agent) prepared by Contractor and approved by Owner, and (y), provided that the conditions set forth in this clause (x) have been satisfied, be paid by Owner to Contractor in accordance with the following schedule: (a) for any interim payment(s) or final settlement payment of the marine cargo proceeds received by the Collateral Agent (or escrow agent) for the Train 4 Facility, Owner shall have [***] ([***]) Business Days after the Collateral Agentâ€™s (or escrow agentâ€™s) receipt of all proceeds to pay Contractor; (b) however, for any interim payment(s) or final settlement payment received by the Collateral Agent (or escrow agent) for the Train 4 Facility, Owner shall not have more than [***] ([***]) Days to pay any portion of the marine cargo proceeds received to date. Notwithstanding the foregoing, under no circumstances shall Owner be required to pay any marine cargo insurance proceeds to Contractor if Owner or Lender elects not to repair or rebuild the damaged insured interests (i.e., equipment, materials, machinery, spares, etc.), except to the extent Contractor has incurred costs in excess of the [***] U.S. Dollars (U.S.$[***]) of the marine cargo proceeds paid directly to Contractor for safety, protection and salvage for the insured interests (i.e. equipment, materials, machinery, RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-16spares, etc.). For the avoidance of doubt, if there is a delay in the approval of the restoration plan beyond the timesRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-17specified in Section 1.A.xii(a)2)(y) through no fault of Contractor, and Contractor satisfies the conditions in this Section 1.A.x(g)2)for the payment of marine cargo proceeds received by the Collateral Agent (or escrow agent), then Contractor shall not be required to effect repairs or other restoration of the Work affected by the insured occurrence for any costs of repairs or restoration exceeding the sum of the deductible under such insurance and any amounts previously paid to Contractor under such insurance and shall be entitled to relief to the extent permitted under Section6.2A. of the Agreement.xiii.Â Â Â Â Marine Cargo Delayed Startup Insurance. Delayed startup insurance insuring Owner and Lender, as their interests may appear, for the Ownerâ€™s debt servicing expenses, fixed costs, and / or gross profit as determined by Owner due to a delay in achievement of Substantial Completion beyond the Guaranteed Substantial Completion Date arising out of an event insured by the marine cargo insurance. Such insurance shall(a) cover the actual loss sustained due to blockage/closure of specified waterways, (b) include an interim payments clause allowing for the monthly payment of a claim where liability is admitted, pending final determination of the full claim amount and (c) cover delay caused by loss, breakdown or damage to the hull, machinery or equipment of the vessel or aircraft on which the insured property is being transported, resulting in a delay in achievement of Substantial Completion beyond the applicable Guaranteed Substantial Completion Date in an amount to be determined by Owner and Lender but subject to commercial availability at a reasonable cost. Prior to the shipment of any Equipment under this Agreement but in any event no later than NTP, Contractor shall extend the marine cargo delayed startup insurance coverage under the Phase 1 EPC Agreements to this Agreement, insuring Train 4 for an amount to be determined by Owner and Lenderâ€™s insurance advisor and subject to commercial availability at a reasonable cost. Such insurance shall have a deductible of not greater than [***] ([***]) Days aggregate for all occurrences during the policy period. Any proceeds from delay in startup insurance shall be payable solely to Lender or its designee and shall not in any way reduce or relieve Contractor of any of its obligation or liabilities under the Agreement. Any claims under the marine cargo delayed startup insurance shall be handled and adjusted by Owner, with the cooperation by Contractor. Owner may communicate all financial information directly to Contractorâ€™s insurance broker. Contractor shall not be entitled to receive any such information.B.Â Â Â Â Insurance Companies. All insurance required to be obtained by Contractor pursuant to this Agreement shall be from an insurer or insurers permitted to conduct business as required by Applicable Law and shall be rated either by Bestâ€™s Insurance Guide Ratings (or equivalent) as an â€œA-â€ or better with a financial category of â€œVIIIâ€ or better, or by Standard and Poorâ€™s (or equivalent) as a â€œA-â€.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-18C.Â Â Â Â Subcontractor and Sub-Subcontractorâ€™s Insurance Requirements. If Contractor subcontracts any part of the Work, Contractor shall obtain or require its Subcontractors and Sub- subcontractors to maintain similar insurance coverage and amounts that Contractor is required toRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-19maintain pursuant to the Agreement, as applicable and appropriate to the work of such Subcontractor and Sub-subcontractor sufficient to cover risks inherent in the work of such Subcontractor or Sub-subcontractor. Upon Ownerâ€™s written request, Contractor shall promptly furnish to Owner certificates of insurance evidencing coverage for each Subcontractor and Sub- subcontractor. Any deficiency in the coverage, policy limits, or endorsements of said Subcontractor or Sub-subcontractor insurance will be the sole responsibility of Contractor.D.Â Â Â Â Additional Insured. All Project-specific insurance policies provided by Contractor pursuant to the Agreement shall: (i) name Owner Indemnified Parties as Additional Named Insureds; and (ii) name Port Indemnified Parties as Additional Insureds to the extent of Contractorâ€™s indemnity obligations set forth in the Agreement. Project-specific insurance means the insurances dedicated to the Project, which are commercial general liability, umbrella or excess liability, Contractorâ€™s pollution liability insurance, builderâ€™s risk insurance and marine cargo insurance (each a â€œContractor Controlled Insurance Policyâ€). Owner Indemnified Parties shall be a Named Insured under the builderâ€™s risk delayed startup insurance and the marine cargo delayed startup insurance. Except for Contractor Controlled Insurance Policies and the builderâ€™s risk delayed startup insurance and marine cargo delayed startup insurance, all insurance policies provided by Contractor or any of its Subcontractors or Sub-subcontractors pursuant to the Agreement (except for Workersâ€™ Compensation, Employerâ€™s Liability and Contractorâ€™s Equipment Floater) shall include Owner Indemnified Parties and Port Indemnified Parties as Additional Insureds (utilizing to the extent commercially available CG2010 1001 and CG2037 1001) to the extent of Contractorâ€™s indemnity obligations in the Agreement or the respective Subcontractorâ€™s or Sub-subcontractorâ€™s indemnity obligations set forth in their respective Subcontracts.E.Â Â Â Â Waiver of Subrogation. Unless prohibited by Applicable Law, all policies of insurance provided by Contractor or any of its Subcontractors or Sub-subcontractors pursuant to this Agreement shall include clauses providing that each underwriter shall waive its rights of recovery, under subrogation or otherwise, against Owner Indemnified Parties and Port Indemnified Parties.F.Â Â Â Â Contractorâ€™s Insurance is Primary. Except for the insurance provided by Owner under this Attachment O, the insurance policies of Contractor and its Subcontractors or Sub- subcontractors shall state that such coverage is primary and non-contributing to any other insurance available to or provided by Owner Indemnified Parties and Port Indemnified Parties.G.Â Â Â Â In Rem. The insurance policies of Contractor and any of its Subcontractors or Sub- subcontractors shall, where applicable, contain a clause providing that a claim â€œin remâ€ shall be treated as a claim against the respective Contractor, Subcontractor, Sub-subcontractor or Owner Indemnified Parties, as applicable.H.Â Â Â Â Severability. The insurance policies of Contractor and of its Subcontractors and Sub-subcontractors shall, where applicable, contain a severability of interest clause or a standard cross liability endorsement.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-20I.Â Â Â Â Non-Vitiation. The insurance policies of Contractor and of its Subcontractors and Sub-subcontractors shall provide a â€œMultiple Insured Clauseâ€ or â€œSeparation of Insureds Clauseâ€ which includes language substantially similar to the following:i.Â Â Â Â It is noted and agreed that coverage under the aforementioned policies shall apply in the same manner and to the same extent as if individual policies had been issued to each insured party, provided that the total liability of the insurers to all the insured parties collectively shall not exceed the sums insured and limits of indemnity stated in such policy.ii.Â Â Â Â It is further understood and agreed that, under such policyâ€™s terms and conditions, the insurers may be entitled to avoid liability to the insured parties in circumstances of fraud, misrepresentation, non-disclosure or breach of any warranty or condition of said policy or committed by an insured party, which shall herein be referred to in this section as a â€œVitiating Actâ€.iii.Â Â Â Â It is however agreed, with the exception of the Marine Cargo policy (Section 1.A.xii above) subject to a paramount warranty for surveys of critical items, that a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act by including language such as that the policy shall treat each Named Insured as if they were the only Named Insured and as to any claim separately to each insured as if they were the only insured.J.Â Â Â Â Copy of Policy. At Ownerâ€™s written request, Contractor shall promptly provide Owner valid copies of each of the Contractor Controlled Insurance Policies, the builderâ€™s risk delayed startup insurance policy and the marine cargo delayed startup insurance policy procured by Contractor pursuant to this Attachment O, or if such policies have not yet been received by Contractor, then with binders of insurance, duly executed by the insurance agent, broker or underwriter fully describing the insurance coverages affected.K.Â Â Â Â Subject to Change. All insurance requirements for this Agreement are subject to change at the reasonable discretion of Owner, provided the insurances required to be procured by Contractor to comply with such changes are available in the market. Such changed insurance requirements shall be documented pursuant to a Change Order pursuant to this Agreement to reimbursement of the costs associated with such changes, without any markup. Such change shall include any requirements of Lenders, if applicable.L.Â Â Â Â Limitation of Liability. Types and limits of insurance shall not in any way limit any of Contractorâ€™s obligations, responsibilities or liabilities under this Agreement.M.Â Â Â Â Jurisdiction. All insurance policies shall include coverage for jurisdiction within the United States of America and shall comply with Applicable Laws. To the extent Work is performed outside of the United States of America, Contractor shall, or cause it Subcontractors to maintain coverage for the applicable jurisdiction and comply with Applicable Laws.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-21N.Â Â Â Â Miscellaneous. Contractor and its Subcontractors and Sub-subcontractors shall do nothing to void or make voidable any of the insurance policies purchased and maintained by Contractor or its Subcontractors or Sub-subcontractors hereunder. Contractor shall promptly give Owner notice in writing of the occurrence of any casualty or significant injury that may give rise to a claim and arising out of or relating to the performance of the Work; provided, however, in no event shall such notice be more than [***] ([***]) Days after the occurrence of such casualty on injury. In addition, Contractor shall ensure that Owner is kept fully informed of any subsequent action and developments concerning the same, and assist in the investigation of any such casualty, claim, event, circumstance or occurrence. The insurance policies required under this Section 1 shall include a statement that the insurance coverage shall not be canceled, restricted or reduced without at least [***] ([***]) Days prior written notice by Contractor to Owner.O.Â Â Â Â Instructions for Certificate of Insurance. Contractorâ€™s certificate of insurance form, completed by Contractorâ€™s insurance agent, broker or underwriter, shall reflect the recognition of additional named insured status, additional insured status, waivers of subrogation, and primary insurance requirements contained in this Attachment O.P.Â Â Â Â Certificate of Insurance Requirements. Contractor shall furnish to Owner, (a) no later than [***] ([***]) Days prior to the commencement of Work at the Site and (b) any other time upon Ownerâ€™s request, certificates of insurance, on the most recent edition of the ACORD form, or equivalent, reflecting all of the insurance required of Contractor under this Agreement; provided that Contractor shall not be required to deliver certificates of insurance for any insurance provided by any Subcontractors or Sub-subcontractors unless requested in writing by Owner. Neither Ownerâ€™s review nor failure to review such certificates shall constitute acquiescence thereto or be deemed to waive or diminish Ownerâ€™s rights under the Agreement. All certificates of insurance and associated notices and correspondence concerning such insurance shall be addressed to the contact information listed in the Agreement for notices, plus the following: [***], at [***]@next- decade.com.Q.Â Â Â Â Policy Form and Approval. Except as specifically set forth in this Section 1 of this Attachment O, all policies of insurance required to be maintained by Contractor and its Subcontractors and Sub-subcontractors shall be written on reasonable and customary terms, conditions and exclusions for facilities of similar size and scope as Train 4. The commercial general liability insurance, Contractorâ€™s pollution liability insurance, umbrella or excess liability insurance, builderâ€™s risk insurance,

marine cargo insurance, builderâ€™s risk delayed start up insurance, marine cargo delayed startup insurance and any other Contractor Controlled Insurance Policy required to be provided by Contractor shall be subject to Ownerâ€™s written approval, not to be unreasonably withheld.R.Â Â Â Â Â Deductibles. Contractor shall bear the costs of all deductibles under insurances provided by Contractor under this Agreement, provided however that with respect to a loss related to Windstorms and water damage covered by the builderâ€™s risk insurance policy (or such loss that would have been covered but for the existence of the deductible), should the maximum RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-22deductible for Windstorms and water damage obtained pursuant to Section 1.A.x(f) exceed U.S.$[***], OwnerRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-23shall bear the costs of and reimburse Contractor (on a per occurrence basis) for that portion of the deductible that exceeds U.S.$[***] and Contractor or its Subcontractors or Sub-subcontractors shall bear the cost of all deductibles under insurances provided by Contractorâ€™s Subcontractors or Sub-subcontractors under this Agreement.S.Â Â Â Â Â Ownerâ€™s Right to Remedy. In addition to the rights under Sections 9.1D and 9.1E of the Agreement, if Contractor fails to provide or maintain insurance as required herein, including any insurance required to cover its Subcontractors or Sub-subcontractors, Owner shall have the right but not the obligation to purchase such insurance. In such event, the Contract Price shall be reduced by the amount paid for such insurance.2.Â Â Â Â Â Ownerâ€™s Insurance.A.Â Â Â Â Â Types and Limits of Insurance. Owner shall, at its own cost and expense, procure and maintain (or require to be procured and maintained) in full force and effect at all times for the Train 4 Facility (to the extent described below), the following insurance:i.Â Â Â Â Â Property Insurance. After Substantial Completion of Train 4 and until the expiration of the Defect Correction Period for such Train, Owner shall obtain property insurance and such insurance shall contain a waiver of subrogation in favor of Contractor and its Subcontractors and Sub-subcontractors (except for Vitiating Acts) during the Defect Correction Period for such Train.ii.Â Â Â Â Â Stevedores/Wharfingers Liability. On or prior to [***] ([***]) Days prior to RLFC, Owner shall extend the stevedores/wharfingers liability under the Phase 1 EPC Agreements to this Agreement, insuring Train 4 consistent with prudent practices associated with the operation of the Train 4 Facility and Phase 1 Facilities and its dock facilities with minimum limits of US$[***] per occurrence and in the aggregate (which such limits may be met using a stevedores/wharfingers excess liability policy), with such US$[***] covering the Train 4 Facility and the Phase 1 Facilities. Such policy shall cover liability.(a)Â Â Â Â Â As a wharfinger, for physical loss of or damage to LNG Tanker, the property of others while the LNG Tankers are in the custody of Owner at the landing and mooring facilities of the Train 4 Facility and Phase 1 Facilities;(b)Â Â Â Â Â As a stevedore, for physical loss of or damage to LNG Tankers, the property of others arising from loading or unloading operations performed by or for Owner or Owner Indemnified Parties at the Train 4 Facility and Phase 1 Facilities; and(c)Â Â Â Â Â For physical loss of or damage to property of others arising out of loading, unloading, docking and undocking, including LNG TankersRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-24approaching, at and departing from the landing and mooring facilities of the Train 4 Facility and Phase 1 Facilities or for loss of life or personal injury, if arising only out of those operations covered by these Sections 2.A.ii(a), 2.A.ii(b) and 2.A.ii(c).Owner shall procure for Contractor, its Subcontractors and its Sub-subcontractors an additional insured endorsement under this policy. A waiver of subrogation will be provided in the policy in favor of Contractor, Subcontractors and its Sub-subcontractors. The additional insured endorsement shall be in effect, at a minimum, prior to RLFC.B.Â Â Â Â Â Limitation of Insurance. The insurance provided by Owner shall not in any way limit or reduce Contractorâ€™s liability to Owner under the Agreement.C.Â Â Â Â Â Claims. Contractor shall promptly give Owner notice in writing of the occurrence of any casualty or injury that may give rise to a significant claim under an insurance policy required to be provided hereunder; provided, however, in no event shall such notice be more than [***] ([***]) Days after Contractor has received notice of a claim or intent to file a claim. In addition, Contractor shall ensure that Owner is kept fully informed of any subsequent action and developments concerning the same, assist in the investigation of any such casualty or injury, and assist in the preparation and negotiation of any such claims.D.Â Â Â Â Â Disclosure to Insurers. Contractor shall cooperate with Ownerâ€™s insurers and provide all reasonable information requested by such insurers until the expiration of the Defect Correction Period.E.Â Â Â Â Â Miscellaneous. Contractor and its Subcontractors and Sub-subcontractors shall do nothing to void or make voidable any of the insurance policies purchased and maintained by Owner hereunder. All insurance required to be obtained by Owner pursuant to the Agreement shall be from an insurer or insurers permitted to conduct business as required by Applicable Law and shall either (1) be acceptable to Lenderâ€™s collateral agent or (2) be rated with either (a) an â€œA- â€ or better and a financial category of â€œVIIIâ€ or better by Bestâ€™s Insurance Guide Ratings (or equivalent) or(b) a â€œA- â€ or better by Standard and Poorâ€™s (or equivalent).Any time after issuance of NTP, at Contractorâ€™s written request, Owner shall deliver to Contractor certificates of insurance reflecting all of the insurance required of Owner under this Agreement. Types and limits of insurance provided by Owner shall not in any way limit any of Ownerâ€™s or Contractorâ€™s obligations, responsibilities or liabilities under the Agreement.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementO-25Redacted versionATTACHMENT PCONTRACTOR PERMITS[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementP-1Redacted versionATTACHMENT QOWNER PERMITS[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementQ-1Redacted versionATTACHMENT RFORM OF IRREVOCABLE STANDBY LETTER OF CREDIT[To be issued on letterhead of Issuing Bank] IRREVOCABLE STANDBY LETTER OF CREDIT NO. Â Â Â Â DATE: Â Â Â Â , 20Â Â Â Â AMOUNT OF: U.S.$ [Â Â Â Â Â Â Â Â Â Â Â Â Â]ISSUING BANK:[INSERT ISSUING BANKâ€™S NAME AND ADDRESS]BENEFICIARY:Â Â Â Â APPLICANT AND ACCOUNT PARTY:RIO GRANDE LNG TRAIN 4, LLCBECHTEL ENERGY INC.1000 LOUISIANA STREET2105 CITYWEST PL.SUITE 3300HOUSTON, TEXAS 77042HOUSTON, TEXAS 77002FACSIMILE: [Â Â Â Â]FACSIMILE: [Â Â Â Â]ATTN: [Â Â Â Â]ATTN: [Â Â Â Â]WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. Â Â Â Â Â Â Â Â (THIS â€œLETTER OF CREDITâ€) IN FAVOR OF RIO GRANDE LNG TRAIN 4, LLC, AS BENEFICIARY, FOR AN INITIAL AMOUNT OF [Â Â Â Â DOLLARS (U.S.$Â Â Â Â) (e.g. INSERT AMOUNT EQUAL TO [***] PERCENT ([***]%) OF THE CONTRACT PRICE UNDER THE AGREEMENT (AS DEFINED BELOW))] (THE â€œSTATED AMOUNTâ€) AT THE REQUEST OF BECHTEL ENERGY INC., AS APPLICANT.WE ARE INFORMED THAT THIS LETTER OF CREDIT IS ISSUED ON BEHALF OF THE APPLICANT TO SUPPORT APPLICANTâ€™S OBLIGATIONS UNDER THAT CERTAIN FIXED PRICE TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY (â€œPROJECTâ€), DATED AS OF AUGUST 5, 2024, BY AND BETWEEN APPLICANT AND BENEFICIARY (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE â€œAGREEMENTâ€). â€œCONTRACORâ€ AS USED HEREIN MEANS BECHTEL ENERGY INC. â€œBENEFICIARYâ€ AS USED HEREIN MEANS RIO GRANDE LNG TRAIN 4, LLC AND TRANSFEREES PERMITTED HEREUNDER.FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE BY PAYMENT IN U.S. DOLLARS IN IMMEDIATELY AVAILABLE FUNDS AGAINST THE PRESENTATION OF YOUR WRITTEN DEMAND TO [INSERT ISSUING BANKâ€™S NAME] (THE â€œISSUING BANKâ€) AT [INSERT ISSUING BANKâ€™S ADDRESS AND FACSIMILE NUMBER]BY A SIGHT DRAFT IN THE FORM OF ANNEX I ATTACHED HERETO APPROPRIATELY COMPLETED AND ACCOMPANIED BY A DRAWING CERTIFICATE DULY SIGNED BY BENEFICIARY IN THE FORM OF ANNEX II ATTACHED HERETO APPROPRIATELY COMPLETED. DRAWINGS MAY ALSO BE PRESENTED TO US BY FACSIMILE TRANSMISSION TO [FACSIMILE NUMBER].MULTIPLE AND PARTIAL DRAWINGS ARE PERMITTED. THE STATED AMOUNT SHALL BE AUTOMATICALLY AND PERMANENTLY REDUCED BY THE AMOUNT OF ANY DRAWING RECEIVED R-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionBY BENEFICIARY PURSUANT TO THIS LETTER OF CREDIT. ALL BANKING CHARGES INCLUDING TRANSFER FEES UNDER THIS LETTER OF CREDIT ARE FOR ACCOUNT OF THE APPLICANT.R-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementTHIS LETTER OF CREDIT IS TRANSFERABLE IN ITS ENTIRETY BUT NOT IN PART TO ANY TRANSFEREE. BENEFICIARYâ€™S DRAWING RIGHTS UNDER THIS LETTER OF CREDIT SHALL BE TRANSFERRED IN THEIR ENTIRETY BY PRESENTATION TO ISSUING BANK (AT THE ABOVE-STATED PLACE FOR PRESENTATION) OF A TRANSFER NOTICE, IN THE FORM OF ANNEX III ATTACHED HERETO APPROPRIATELY COMPLETED. UPON PRESENTATION OF A TRANSFER NOTICE, THE PERSON IDENTIFIED AS THE TRANSFEREE SHALL BECOME THE BENEFICIARY, WHOSE NAME AND ADDRESS SHALL BE SUBSTITUTED FOR THAT OF THE TRANSFEROR ON ANY DEMANDS, REQUESTS, OR CONSENTS THEN OR THEREAFTER REQUIRED OR PERMITTED TO BE MADE BY BENEFICIARY AND ON ANY AMENDMENTS WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS WHETHER NOW EXISTING OR HEREAFTER MADE BY BENEFICIARY. SUBJECT TO COMPLIANCE WITH THE NEXT SENTENCE, WE SHALL ISSUE OUR ADVICE OF TRANSFER TO THE TRANSFEREE. NOTWITHSTANDING THE FOREGOING, THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED TO ANY PERSON OR ANY ENTITY WITH WHICH U.S. PERSONS ARE PROHIBITED FROM DOING BUSINESS UNDER APPLICABLE U.S. LAW AND REGULATION.THE BENEFICIARY MAY, WITH OUR CONSENT, NOT TO BE UNREASONABLY WITHHELD, ASSIGN ITS PROCEEDS TO THIS LETTER OF CREDIT IN THE FORM OF ANNEX VI ATTACHED HERETO APPROPRIATELY COMPLETED ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT AND AMENDMENT(S), IF ANY. COSTS OR EXPENSES OF SUCH ASSIGNMENT SHALL BE FOR THE ACCOUNT OF THE APPLICANT.THE STATED AMOUNT OF THIS LETTER OF CREDIT SHALL DECREASE TO AN AGGREGATE AMOUNT OF [Â Â Â Â DOLLARS (U.S.$Â Â Â Â) (e.g. INSERT AMOUNT EQUAL TO [***] PERCENT ([***]%) OF THE CONTRACT PRICE)] UPON THE ISSUING BANKâ€™S RECEIPT FROM BENEFICIARY OF WRITTEN NOTICE IN THE FORM OF ANNEX IV ATTACHED HERETO APPROPRIATELY COMPLETED, STATING THAT (A) SUBSTANTIAL COMPLETION HAS OCCURRED (INCLUDING APPLICANTâ€™S PAYMENT OF ALL DELAY LIQUIDATED DAMAGES DUE AND OWING UNDER THE AGREEMENT FOR TRAIN 4), AND (B) APPLICANT HAS ACHIEVED THE PERFORMANCE GUARANTEES UNDER THE AGREEMENT OR PAID ALL PERFORMANCE LIQUIDATED DAMAGES DUE AND OWING UNDER THE AGREEMENT (INCLUDING ANY POTENTIAL PERFORMANCE LIQUIDATED DAMAGES EXPOSURE BASED UPON THE RESULTS OF THE PERFORMANCE TESTS CONDUCTED PRIOR TO SUBSTANTIAL COMPLETION).PROVIDED THAT THE CONDITIONS FOR DECREASING THE LETTER OF CREDIT TO AN AGGREGATE AMOUNT OF [Â Â Â Â DOLLARS (U.S.$Â Â Â Â) (e.g. INSERT AMOUNT EQUAL TO [***] PERCENT ([***]%) OF THE CONTRACT PRICE)] HAVE OCCURRED, THE STATED AMOUNT OF THIS LETTER OF CREDIT SHALL DECREASE TO THE AGGREGATE AMOUNT STATED IN BENEFICIARYâ€™S WRITTEN NOTICE TO THE ISSUING BANK WHICH SHALL BE IN THE FORM OF ANNEX V ATTACHED HERETO APPROPRIATELY COMPLETED PROVIDED THAT THE PERIOD SPECIFIED IN CLAUSE (I) OF THE DEFINITION OF DEFECT CORRECTION PERIOD IN THE AGREEMENT FOR TRAIN 4 HAS EXPIRED (I.E., THE [***] ([***]) MONTH PERIOD FOLLOWING SUBSTANTIAL COMPLETION). IN THE EVENT THE AMOUNT OF THE LETTER OF CREDIT IS DECREASED TO ZERO, ANNEX V NEEDS TO BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT AND AMENDMENTS (IF ANY) AND THE LETTER OF CREDIT IS CONSIDERED TERMINATED.ALL DEMANDS FOR PAYMENT MUST BE PRESENTED ON A BUSINESS DAY TO THE ISSUING BANK LOCATED AT [INSERT ISSUING BANKâ€™S NAME AND ADDRESS], NOT LATER THAN 5:00 P.M., EASTERN STANDARD TIME (â€œE.S.T.â€).UPON OUR RECEIPT OF YOUR DRAFT AND DRAWING CERTIFICATE IN FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, WE WILL HONOR YOUR DEMAND FOR PAYMENT WITHIN [***] ([***]) BUSINESS DAYS FOLLOWING SUCH RECEIPT. â€œBUSINESS DAYâ€ MEANS ANY DAY OTHER THAN A SATURDAY, A SUNDAY OR ANY OTHER DAY COMMERCIAL BANKS IN THE NEW YORK ARE AUTHORIZED OR REQUIRED BY LAW TO BE CLOSED.R-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementIF A DEMAND FOR PAYMENT MADE BY BENEFICIARY HEREUNDER DOES NOT, IN ANY INSTANCE,R-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementCONFORM TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, THE ISSUING BANK SHALL GIVE BENEFICIARY AND APPLICANT PROMPT NOTICE THAT THE DEMAND FOR PAYMENT WAS NOT EFFECTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, STATING THE REASONS THEREFORE AND THAT THE ISSUING BANK WILL HOLD ANY DOCUMENTS AT BENEFICIARYâ€™S DISPOSAL OR UPON BENEFICIARYâ€™S INSTRUCTIONS RETURN THE SAME TO BENEFICIARY. UPON BEING NOTIFIED THAT THE DEMAND FOR PAYMENT WAS NOT MADE IN CONFORMITY WITH THIS LETTER OF CREDIT, BENEFICIARY MAY ATTEMPT TO CORRECT ANY SUCH NON-CONFORMING DEMAND FOR PAYMENT PRIOR TO THE EXPIRATION OF THIS LETTER OF CREDIT.THIS LETTER OF CREDIT SHALL EXPIRE ON [Â Â Â Â], 20[ ] BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIODS OF ONE (1) YEAR ON [Â Â Â Â Â], 20[ ], AND ON EACH SUCCESSIVE EXPIRATION DATE THEREAFTER, UNLESS (A) AT LEAST [***] ([***]) DAYS BEFORE THE THEN CURRENT EXPIRATION DATE WE SEND BOTH BENEFICIARY AND APPLICANT NOTICE IN WRITING BY CERTIFIED MAIL OR COURIER (WITH RECEIPT ACKNOWLEDGED BY BENEFICIARY), AT THEIR RESPECTIVE ADDRESSES SET FORTH ABOVE, THAT WE HAVE ELECTED NOT TO EXTEND THIS LETTER OF CREDIT FOR SUCH AN ADDITIONAL PERIOD. IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND THE FINAL EXPIRY DATE OF [Â Â Â Â Â Â Â Â].NOTWITHSTANDING THE FOREGOING PARAGRAPH, THIS LETTER OF CREDIT WILL BE TERMINATED UPON OUR RECEIPT FROM THE BENEFICIARY OF THE ORIGINAL LETTER OF CREDIT AND AMENDMENTS (IF ANY) AND WRITTEN NOTICE IN THE FORM OF ANNEX V THAT THE PERIOD SPECIFIED IN CLAUSE (I) OF THE DEFINITION OF DEFECT CORRECTION PERIOD IN THE AGREEMENT FOR TRAIN 4 HAS EXPIRED (I.E., THE [***] ([***]) MONTH PERIOD FOLLOWING SUBSTANTIAL COMPLETION) AND THAT THERE ARE NO CLAIMS THAT BENEFICIARY HAS AGAINST APPLICANT ARISING OUT OF THIS AGREEMENT THAT REMAIN UNRESOLVED, AND THAT BENEFICIARY HEREBY REQUESTS TERMINATION OF THIS LETTER OF CREDIT.EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (â€œISP98â€), WHICH SHALL IN ALL RESPECTS BE DEEMED A PART HEREOF AS FULLY AS IF INCORPORATED IN FULL HEREIN, EXCEPT AS MODIFIED HEREBY. THIS LETTER OF CREDIT IS ALSO SUBJECT TO THE LAWS OF THE STATE OF NEW YORK AND SHALL, AS TO MATTERS NOT GOVERNED BY ISP98, BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT, OR AGREEMENT REFERRED TO HEREIN OTHER THAN ISP98 OR OTHER THAN BY AGREEMENT IN WRITING BETWEEN BENEFICIARY AND APPLICANT AND CONSENTED TO BY US.[NAME OF ISSUING U.S. BANK]BY: Â Â Â Â NAME: Â Â Â Â TITLE: Â Â Â Â R-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementANNEX IIRREVOCABLE STANDBY LETTER OF CREDIT NUMBER Â Â Â Â SIGHT DRAFTÂ Â Â Â , 20Â Â Â Â PAY AT SIGHT TO ORDER OF THE UNDERSIGNED Â Â Â Â Â Â Â Â Â Â AND /100 U.S. DOLLARS (U.S.$Â Â Â Â Â Â Â Â Â Â). THIS DRAFT IS PRESENTED UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. Â Â Â Â Â Â Â Â Â Â Â Â Â Â DATED Â Â Â Â , ISSUED FOR THE ACCOUNT OF [Â Â Â Â].THE UNDERSIGNED, BENEFICIARY, CERTIFIES THAT IN ACCORDANCE WITH THAT CERTAIN FIXED PRICE TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY, DATED AS OF AUGUST 5, 2024, BY AND BETWEEN BECHTEL ENERGY INC. (â€œAPPLICANTâ€) AND BENEFICIARY (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE â€œAGREEMENTâ€), IT IS ENTITLED TO PAYMENT OF THE AMOUNTS SET FORTH ABOVE.TO:Â Â Â Â [ISSUING BANK NAME] [ISSUING BANK ADDRESS]RIO GRANDE LNG TRAIN 4, LLCBy: Â Â Â Â Â Name: Â Â Â Â Â Title: Â Â Â Â R-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementANNEX IIIRREVOCABLE STANDBY LETTER OF CREDIT NUMBER Â Â Â Â DRAWING CERTIFICATETO:Â Â Â Â [ISSUING BANK NAME] [ISSUING BANK ADDRESS]RE:Â Â Â Â IRREVOCABLE STANDBY LETTER OF CREDIT NO. Â Â Â Â GENTLEMEN:REFERENCE IS MADE TO THAT CERTAIN IRREVOCABLE STANDBY LETTER OF CREDIT NO.Â Â Â Â (THE â€œLETTER OF CREDITâ€) ISSUED BY YOU IN FAVOR OF RIO GRANDE LNG TRAIN 4, LLC (â€œBENEFICIARYâ€) AT THE REQUEST AND FOR THE ACCOUNT OF BECHTEL ENERGY INC. (â€œAPPLICANTâ€). UNLESS OTHERWISE DEFINED HEREIN, TERMS DEFINED IN THE LETTER OF CREDIT SHALL HAVE THE SAME MEANING WHEN USED HEREIN.IN ACCORDANCE WITH THAT CERTAIN FIXED PRICE TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY, DATED AS OF AUGUST 5, 2024, BY AND BETWEEN APPLICANT AND BENEFICIARY (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE â€œAGREEMENTâ€), THE UNDERSIGNED DOES HEREBY CERTIFY THAT:a.Â Â Â Â PURSUANT TO THE AGREEMENT BENEFICIARY IS ENTITLED TO DRAW UNDER THE LETTER OF CREDIT; ORb.Â Â Â Â THE ISSUING BANK FOR THE LETTER OF CREDIT NO LONGER HAS THE INVESTMENT GRADE RATING (I.E., A RATING OF AT LEAST A- BY STANDARD & POORâ€™S AND AT LEAST A3 BY MOODYâ€™S INVESTORS SERVICE) AND [***] ([***]) CALENDAR DAYS OR MORE HAVE ELAPSED SINCE THE DATE IN WHICH YOUR RATING FELL BELOW INVESTMENT GRADE (AS DEFINED IN THE AGREEMENT) AND A REPLACEMENT LETTER OF CREDIT COMPLYING WITH SECTION 9.2 OF THE AGREEMENT HAS NOT BEEN RECEIVED BY BENEFICIARY; ORc.Â Â Â Â (i)Â Â Â Â BENEFICIARY HAS BEEN NOTIFIED THAT YOU HAVE DECIDED NOT TO EXTEND THE LETTER OF CREDIT BEYOND THE CURRENT EXPIRATION DATE AND [***] ([***]) OR LESS CALENDAR DAYS REMAIN BEFORE THE EXPIRATION OF THE CURRENT EXPIRATION DATE; AND(ii) APPLICANT HAS NOT DELIVERED TO BENEFICIARY A REPLACEMENT LETTER OF CREDIT EQUIVALENT TO THE LETTER OF CREDIT (I.E., IRREVOCABLE STANDBY LETTER OF CREDIT NO. Â Â Â Â) FROM A COMMERCIAL BANK IN THE UNITED STATES OF AMERICA MEETING THE REQUIREMENTS OF SECTION 9.2 OF THE AGREEMENT;BENEFICIARY IS ENTITLED TO PAYMENT OF U.S. $[Â Â Â Â].YOU ARE REQUESTED TO REMIT PAYMENT OF THIS DRAWING IN IMMEDIATELY AVAILABLE FUNDS BY WIRE TRANSFER TO THE FOLLOWING ACCOUNT:[ACCOUNT INFORMATION]IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED AND DELIVERED THIS CERTIFICATE AS OF THIS Â Â Â Â DAY OF Â Â Â Â , 20 .R-7RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRIO GRANDE LNG TRAIN 4, LLCBY: Â Â Â Â NAME:

Â Â Â Â TITLE: Â Â Â Â R-8RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementANNEX IIIIRREVOCABLE STANDBY LETTER OF CREDIT NUMBER Â Â Â Â FORM OF TRANSFER NOTICE(TRANSFER NOTICE MUST BE PRESENTED ON THE BENEFICIARYâ€™S LETTERHEAD) DATE: Â Â Â Â TO:Â Â Â Â [ISSUING BANK][ISSUING BANK ADDRESS]RE:Â Â Â Â IRREVOCABLE STANDBY LETTER OF CREDIT NO. Â Â Â Â GENTLEMEN:FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:NAME OF TRANSFEREEADDRESSALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT IN ITS ENTIRETY.BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE AND THE TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING ALL DRAWING RIGHTS UNDER THE LETTER OF CREDIT, ALL RIGHTS TO TRANSFER SET FORTH IN THE LETTER OF CREDIT AND SOLE RIGHTS RELATING TO ANY AMENDMENTS WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS AND WHETHER NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE DIRECTED TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED BENEFICIARY.THE ORIGINAL OF SUCH LETTER OF CREDIT ALONG WITH ALL AMENDMENTS, IF ANY, IS RETURNED HEREWITH, AND WE ASK YOU TO ENDORSE THE TRANSFER ON THE REVERSE THEREOF, AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER.SINCERELY,RIO GRANDE LNG TRAIN 4, LLC [NAME OF BENEFICIARY]AUTHORIZED NAME & TITLEAUTHORIZED SIGNATURETELEPHONE NUMBERR-9RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSIGNATURE AUTHENTICATED &SIGNOR IS AUTHORIZED TO REQUEST SAID TRANSFER(Bank)(Authorized Signature)R-10RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementANNEX IVIRREVOCABLE STANDBY LETTER OF CREDIT NUMBER Â Â Â Â FORM OF NOTICE OF SUBSTANTIAL COMPLETION FOR TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITYDATE: Â Â Â Â TO:Â Â Â Â [ISSUING BANK NAME] [ISSUING BANK ADDRESS]RE:Â Â Â Â IRREVOCABLE STANDBY LETTER OF CREDIT NO. Â Â Â Â GENTLEMEN:REFERENCE IS MADE TO THAT CERTAIN IRREVOCABLE STANDBY LETTER OF CREDIT NO.Â Â Â Â (THE â€œLETTER OF CREDITâ€) ISSUED BY YOU IN FAVOR OF RIO GRANDE LNG TRAIN 4, LLC (â€œBENEFICIARYâ€), AND THE FIXED PRICE TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY (â€œPROJECTâ€) DATED AS OF AUGUST 5, 2024, BY AND BETWEEN BENEFICIARY AND BECHTEL ENERGY INC. (â€œAPPLICANTâ€) (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE â€œAGREEMENTâ€).IN ACCORDANCE WITH THE TERMS OF THE LETTER OF CREDIT, BENEFICIARY HEREBY NOTIFIES YOU THAT (I) SUBSTANTIAL COMPLETION HAS OCCURRED (INCLUDING APPLICANTâ€™S PAYMENT OF ALL DELAY LIQUIDATED DAMAGES DUE AND OWING UNDER THE AGREEMENT), AND (II) APPLICANT HAS ACHIEVED THE PERFORMANCE GUARANTEES UNDER THE AGREEMENT OR PAID ALL PERFORMANCE LIQUIDATED DAMAGES DUE AND OWING UNDER THE AGREEMENT (INCLUDING ANY POTENTIAL PERFORMANCE LIQUIDATED DAMAGE EXPOSURE BASED UPON THE RESULTS OF THE PERFORMANCE TESTS CONDUCTED PRIOR TO SUBSTANTIAL COMPLETION).THE UNDERSIGNED HEREBY REQUESTS THAT THE STATED AMOUNT OF THIS LETTER OF CREDIT DECREASE TO AN AGGREGATE AMOUNT OF [Â Â Â Â DOLLARS (U.S.$Â Â Â Â Â Â Â Â) (e.g. INSERT AMOUNT EQUAL TO [***] PERCENT ([***]%) OF THE CONTRACT PRICE)].RIO GRANDE LNG TRAIN 4, LLCBy: Â Â Â Â Name: Â Â Â Â Title: Â Â Â Â R-11RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementANNEX VIRREVOCABLE STANDBY LETTER OF CREDIT NUMBER Â Â Â Â FORM OF NOTICE FOR EXPIRATION OF DEFECT CORRECTION PERIOD OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITYDATE: Â Â Â Â TO:Â Â Â Â [ISSUING BANK NAME] [ISSUING BANK ADDRESS]RE:Â Â Â Â IRREVOCABLE STANDBY LETTER OF CREDIT NO. Â Â Â Â GENTLEMEN:REFERENCE IS MADE TO THAT CERTAIN IRREVOCABLE STANDBY LETTER OF CREDIT NO.Â Â Â Â (THE â€œLETTER OF CREDITâ€) ISSUED BY YOU IN FAVOR OF RIO GRANDE LNG, LLC (â€œBENEFICIARYâ€), UNDER THAT CERTAIN FIXED PRICE TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF TRAIN 4 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY (â€œPROJECTâ€) DATED AS OF AUGUST 5, 2024, BY AND BETWEEN BENEFICIARY AND BECHTEL ENERGY INC. (â€œAPPLICANTâ€) (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE â€œAGREEMENTâ€).IN ACCORDANCE WITH THE TERMS OF THE LETTER OF CREDIT, BENEFICIARY HEREBY NOTIFIES YOU THAT THE PERIOD SPECIFIED IN CLAUSE (I) OF THE DEFINITION OF DEFECT CORRECTION PERIOD IN THE AGREEMENT FOR TRAIN 4 HAS EXPIRED (I.E., THE [***] ([***]) MONTH PERIOD FOLLOWING SUBSTANTIAL COMPLETION).[IF CLAIMS REMAIN BETWEEN OWNER AND CONTRACTOR] THE UNDERSIGNED HEREBY REQUESTS THAT THE STATED AMOUNT OF THIS LETTER OF CREDIT DECREASED BY U.S. DOLLARS (US$[Â Â Â Â]) TO AN AGGREGATE AMOUNT OF U.S. DOLLARS ($[Â Â Â Â]).[IF NO CLAIMS REMAIN BETWEEN OWNER AND CONTRACTOR] THE UNDERSIGNED HEREBY NOTIFIES YOU: (I) THAT THE STATED AMOUNT OF THIS LETTER OF CREDIT IS DECREASED TO AN AGGREGATE AMOUNT OF ZERO U.S. DOLLARS ($0.00), (II) THERE ARE NO CLAIMS THAT BENEFICIARY HAS AGAINST APPLICANT ARISING OUT OF THE AGREEMENT THAT REMAIN UNRESOLVED AND (III) WE HEREBY REQUEST THE TERMINATION OF THIS LETTER OF CREDIT . THE ORIGINAL LETTER OF CREDIT AND AMENDMENTS (IF ANY) ARE ATTACHED TO THIS NOTICE.RIO GRANDE LNG TRAIN 4, LLCBy: Â Â Â Â Name: Â Â Â Â Title: Â Â Â Â R-12RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementANNEX VIASSIGNMENT OF PROCEEDS OF LETTER OF CREDIT AND REQUEST FOR ISSUERâ€™S CONSENTDATE: Â Â Â Â BNP Paribasc/o BNP Paribas RCC, Inc. Newport Tower-Suite 188525 Washington Boulevard Jersey City, NJ 07310Attn: Trade Finance ServicesRe:Â Â Â Â Your Letter of Credit No. Â Â Â Â Ladies/Gentlemen:The undersigned beneficiary (â€œBeneficiaryâ€) of the above-referenced letter of credit issued by you (the â€œCreditâ€) hereby assigns to the assignee named below (the â€œAssigneeâ€) the proceeds of the Beneficiaryâ€™s drawing(s) payable to the Beneficiary under the Credit, and instructs you to remit the proceeds of such drawing(s) presented to you, if and when hereafter honored under the Credit, as follows:Exact Name of Assignee:Â Â Â Â Â Â Â Â Complete Address of Assignee:Â Â Â Â Â Â Â Â The amounts or portions assigned and to be paid to Assignee are as follows (check/complete only one):â˜Â Â Â Â All drawings under the Credit, without limit.â˜Â Â Â Â The sum of Â Â Â Â in the aggregate of the next drawing(s) under the Credit, until such sum has been paid.â˜Â Â Â Â % of the amount of each of the next drawing(s) under the Credit, but not exceeding Â Â Â Â in the aggregate.â˜Â Â Â Â At the rate of Â Â Â Â per (insert applicable unit:) Â Â Â Â shipped (as evidenced in the documents presented to you under the Credit), but not exceeding Â Â Â Â Â Â Â Â in the aggregate.â˜Â Â Â Â Other (specify):Â Â Â Â .In the event that this Assignment does not apply to the full proceeds of the Credit, pay the balance of the proceeds, if any, to the Beneficiary.The Beneficiary requests your consent under Uniform Commercial Code Sections 5-114 and 9-107 to this Assignment and, in consideration thereof, the Beneficiary agrees that this Assignment is irrevocable andR-13RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementcannot be cancelled or amended without the written agreement of the Assignee and you. Except as Assigneehereafter specifies in a writing timely received and processed by you, amounts payable to Assignee hereunder may be paid by funds transfer to:Â Â Â Â .The Beneficiary transmits to you herewith the original Credit, including any and all accepted amendments, and requests that you endorse thereon the foregoing Assignment and dispose of the Credit as follows (check/complete only one):â˜Â Â Â Â Return it to the Beneficiary.â˜Â Â Â Â Send it toÂ Â Â Â .â˜Â Â Â Â Retain it in your records.To cover your assignment of proceeds fee of $0, the Beneficiary (check/complete only one):â˜Â Â Â Â Encloses a certified check or bank check payable to your order.â˜Â Â Â Â Authorizes you to debit the Beneficiaryâ€™s account numberÂ Â Â Â .â˜Â Â Â Â Has arranged for a funds transfer in your favor, referencing the Credit by number.This Assignment, and your consent thereto, (i) is not a transfer or assignment of the Credit to the Assignee,(ii) does not give the Assignee any interest in the Credit or any documents presented thereunder or any right to draw on the Credit or to consent or to refuse to consent to amendments to the Credit or to the cancellation thereof, (iii) does not affect whether the Beneficiary can transfer its rights under the Credit (the rights of any such transferee being independent and superior to the rights of any assignee as provided in Uniform Commercial Code Sections 5-114(e)), (iv) does not affect the Beneficiaryâ€™s right to draw on the Credit or not, (v) does not affect the Beneficiaryâ€™s or your right to consent or to refuse to consent to amendments to the Credit or to the cancellation thereof, and (vi) does not affect your right to set off any amounts assigned hereunder against any amounts payable by the Beneficiary to you, in each case without regard to any possible prejudice to the Assignee.The Beneficiary represents and warrants to you that: (i) other than as set forth above, the Beneficiary has not and will not, by transfer or assignment of the Credit, by negotiation of drafts, by drawing drafts to a third party, or otherwise, assign the right to receive the whole or any portion of the above proceeds of the Credit or give any other authorization or direction to make any payment thereof to any other party; (ii) the Beneficiary has not and will not, without your prior written consent, present to anyone but you any documents under the Credit; (iii) the Beneficiaryâ€™s execution, delivery, and performance of this Assignment(a) are within the Beneficiaryâ€™s powers, (b) have been duly authorized, (c) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting the Beneficiary or any of the Beneficiaryâ€™s properties, (d) do not violate any applicable United States or other law, rule, or regulation, and (e) do not require any notice, filing, or other action to, with, or by any governmental authority; (iv) this Assignment has been duly executed and delivered by the Beneficiary and is the Beneficiaryâ€™s legal, valid, and binding obligation; and (v) the transactions underlying the Credit (including any shipment of goods or provision of services and any related financial arrangements) and this Assignment do not violate any applicable United States or other law, rule, or regulation.R-14RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementThe Beneficiary agrees to immediately return to you any assigned proceeds of the Credit inadvertently paid to the Beneficiary.This Assignment and your consent below shall be governed by the laws of the State of New York without reference to the conflict of laws principles thereof, other than Section 5-1401 of the New York General Obligations Law. The Beneficiary waives the right to trial by jury in any action or proceeding relating to or arising out of this Assignment.SIGNATURE GUARANTEED:*Â Â Â Â Very truly yours,Â Â Â Â R-15RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement(Name of Bank Guaranteeing Beneficiaryâ€™s Signature)(Name of Beneficiary)Â Â Â Â (Authorized Signature)Â Â Â Â (Authorized Signature)(Print or Type Signerâ€™s Name and Title)Â Â Â Â (Print or Type Signerâ€™s Name and Title)(Address of Bank)Â Â Â Â (Address of Beneficiary)(Telephone Number of Bank)Â Â Â Â (Telephone Number of Beneficiary)*Â Â Â Â The beneficiaryâ€™s signature, with title as stated herein, conforms with that on file with us, and is authorized for the execution of this Assignment.CONSENT TO ASSIGNMENT OF PROCEEDS OF LETTER OF CREDITThe undersigned, as issuer of the above-referenced letter of credit, hereby consents under Uniform Commercial Code Sections 5-114 and 9-107 to the foregoing Assignment of Proceeds of Letter of Credit as of (insert date and time): Â Â Â Â Very truly yours,BNP PARIBAS[By: BNP Paribas RCC as Agent for BNP Paribas](Authorized Signature(s))Â Â Â Â (Authorized Signature(s))R-16RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementÂ Â Â Â (Print or Type Signerâ€™s Name and Title)Â Â Â Â (Print or Type Signerâ€™s Name and Title)Acknowledged and Agreed to: [Collateral Agent]By:Â Â Â Â Name:Title:R-17RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT SPERFORMANCE TESTS[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementS-1Redacted versionATTACHMENT TMINIMUM ACCEPTANCE CRITERIA, PERFORMANCE GUARANTEES AND PERFORMANCE LIQUIDATED DAMAGES[***]T-1Redacted versionRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementT-1Redacted versionATTACHMENT UFORM OF PARENT GUARANTEEThis GUARANTEE (this â€œGuaranteeâ€), dated as of [Â Â Â Â], 20[ ], is made by Bechtel Global Energy, Inc., a public company organized under the laws of Delaware (â€œGuarantorâ€), in favor of Rio Grande LNG Train 4, LLC, a limited liability company organized under the laws of Texas (â€œOwner,â€ and, together with Guarantor, each a â€œPartyâ€ and, collectively, the â€œPartiesâ€).RECITALSWHEREAS, Owner has agreed to enter into the Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility to be located in Cameron County, Texas (â€œProjectâ€), dated as of August 5, 2024, with Bechtel Energy Inc. (â€œContractorâ€), a subsidiary of Guarantor (the â€œAgreementâ€); andWHEREAS, it is a condition to Owner and Contractor entering into the Agreement that Guarantor execute and deliver this Guarantee.NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:1.Â Â Â Â Guarantee.(a)Â Â Â Â On the terms and subject to the conditions contained herein, Guarantor hereby absolutely, unconditionally and irrevocably guarantees, to and for the benefit of Owner, the full and punctual performance and payment, as and when each such payment or performance becomes due, by or on behalf of Contractor of any and all obligations or amounts owed by Contractor to Owner arising under the Agreement (the â€œGuaranteed Obligationsâ€). The Guaranteed Obligations of Guarantor hereunder are primary obligations.(b)Â Â Â Â This Guarantee is an absolute, unconditional, present, and continuing guarantee of performance and payment, and not of collection, is in no way conditioned or contingent upon any attempt to collect from or enforce performance or payment by Contractor, and shall remain in full force and effect and be binding upon and against Guarantor and its successors and permitted assigns (and shall inure to the benefit of Owner and its successors, endorsees, transferees, and permitted assigns) without regard to the validity or enforceability of the Agreement. If, for any reason, Contractor shall fail or be unable duly, punctually, and fully to perform or pay, as and when such performance or payment is due, any of the Guaranteed Obligations, Guarantor shall promptly upon written notice from Owner perform or pay, or cause to be performed or paid, such Guaranteed Obligations.(c)Â Â Â Â Guarantor agrees that any court judgment or arbitration award between Contractor and Owner under the Agreement shall be conclusive and binding on the Parties (subject to either Partiesâ€™ right to appeal) for the purposes of determining Guarantorâ€™s obligations under the Guarantee but no such judgment shall be required to enforce the Guarantorâ€™s obligations under this Guarantee.(d)Â Â Â Â Guarantor further agrees to pay to Owner any and all reasonable direct costs, expenses (including, without limitation, all reasonable fees and disbursements of counsel), and damages paid or incurred by Owner in enforcing any rights pursuant to this Guarantee, including, without limitation, collecting against Guarantor under this Guarantee.U-1Redacted versionRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-22.Â Â Â Â Obligations Absolute and Unconditional, Continuing. Guarantor agrees that the obligations of Guarantor set forth in this Guarantee shall be direct obligations of Guarantor, and such obligations shall be absolute, irrevocable and unconditional, and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected or impaired by, any circumstance or condition whatsoever (other than full and strict compliance by Guarantor with its obligations hereunder) (whether or not Guarantor shall have any knowledge or notice thereof), including, without limitation:(a)Â Â Â Â the existence, validity, enforceability, perfection, release, or impairment of value of any collateral for such Guaranteed Obligations;(b)Â Â Â Â any amendment or modification of or supplement to or other change in the Agreement or any other document, including, without limitation, any change order, renewal, extension, acceleration or other changes to time, manner, place or terms of payment thereunder;(c)Â Â Â Â any failure, omission or delay on the part of Owner to confirm or comply with any term of the Agreement or any other document;(d)Â Â Â Â any waiver, consent, extension, indulgence, compromise, release or other action or inaction under or in respect of the Agreement or any other agreement or instrument or any obligation or liability of Owner or any other Person, or any exercise or non-exercise of any right, remedy, power, or privilege under or in respect of any such instrument or agreement or any such obligation or liability;(e)Â Â Â Â any bankruptcy, insolvency, reorganization, arrangement, readjustment, liquidation, or similar proceeding with respect to Owner or any of its respective properties, or any action taken by any trustee or receiver or by any court in any such proceeding;(f)Â Â Â Â any bankruptcy, insolvency, reorganization, arrangement, readjustment, liquidation, or similar proceeding with respect to Contractor or any of its respective properties, any rejection, invalidity or unenforceability of all or any portion of the Agreement arising from same, or any action taken by any trustee or receiver or by any court in any such proceeding;(g)Â Â Â Â any discharge, termination, cancellation, frustration, irregularity, invalidity or unenforceability, in whole or in part, of the Agreement or any other document or any term or provision thereof;(h)Â Â Â Â any merger or consolidation of Guarantor or Contractor into or with any other Person or any sale, lease or transfer of all or any of the assets of Guarantor or Contractor;(i)Â Â Â Â any change in the ownership of Guarantor or Contractor; (j)Â Â Â Â any winding up or dissolution of Contractor or Guarantor;(k)Â Â Â Â any assignment of, or the creation of any mortgage, pledge, charge or other encumbrance over or in respect of, this Guarantee, the Agreement, or any of the Ownerâ€™s rights, benefits, or obligations under or pursuant to this Guarantee or the Agreement; or(l)Â Â Â Â to the fullest extent permitted under Applicable Law, any other occurrence or circumstance whatsoever, whether similar or dissimilar to the foregoing, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety or which might otherwise limit recourse against Guarantor.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-3The Guaranteed Obligations constitute the full recourse obligations of Guarantor enforceable against it toRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-4the full extent of all its assets and properties. Without limiting the generality of the foregoing, Guarantoragrees that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, Contractor shall fail to perform obligations or pay amounts owed by Contractor under the Agreement and that notwithstanding the recovery hereunder for or in respect of any given failure to so comply by Contractor under the Agreement, this Guarantee shall remain in full force and effect and shall apply to each and every subsequent such failure.Notwithstanding anything else in this Guarantee, the Guarantorâ€™s duties, obligations and liability under this Guarantee shall be no greater (including in duration) than the duties, obligations and liabilities of Contractor under the Agreement, and Guarantor shall have the right to avail itself of any equivalent rights of defense, claim, right, privilege, counterclaim, set-off, waiver, release, exclusions and/or limitation of liability which are or would have been available to Contractor; provided that, the foregoing statement shall not be interpreted to relieve Guarantor of any Guaranteed Obligations due to any of the circumstances in Sections 2(f), 2(h), 2(i) or 2(j) above, or due to the cancellation or termination of the Agreement or due to the invalidity or unenforceability of the Agreement (such as

Contractorâ€™s lack of authority to enter into the Agreement). The Owner agrees that in determining whether any limit on liability under the Agreement has been reached or exceeded, the liabilities of the Guarantor under this Guarantee shall be taken into account as if the amount of the relevant liability has been recovered by the Owner from the Contractor under the Agreement.3.Â Â Â Â Reinstatement. Guarantor agrees that this Guarantee shall be automatically reinstated with respect to any payment made by or on behalf of Contractor pursuant to the Agreement if and to the extent that such payment is rescinded or must be otherwise restored, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.4.Â Â Â Â Waiver of Demands, Notices. Guarantor hereby unconditionally waives, to the fullest extent permitted by Applicable Law: (i) notice of any of the matters referred to in Section 2 hereof; (ii) all notices which may be required by Applicable Law, or otherwise, now or hereafter in effect, to preserve any rights against Guarantor hereunder, including, without limitation, any demand, proof, or notice of non-payment or non-performance of any Guaranteed Obligation; (iii) notice of acceptance of this Guarantee, demand, protest, presentment, notice of failure of performance or payment, and any requirement of diligence; and(iv) any requirement to exhaust any remedies resulting from failure of performance or payment by Contractor under the Agreement or by any other Person under the terms of the Agreement.5.Â Â Â Â No Subrogation. Notwithstanding any performance, payment or payments made by Guarantor hereunder (or any set-off or application of funds of Guarantor by Owner), Guarantor shall not be entitled to be subrogated to any of the rights of Contractor (or of any rights of Owner hereunder), or any collateral, security, or guarantee or right of set-off held by Owner, for the performance or payment of the obligations guaranteed hereunder, nor shall Guarantor seek or be entitled to assert or enforce any right of contribution, reimbursement, indemnity or any other right to payment from Contractor as a result of Guarantorâ€™s performance of its obligations pursuant to this Guarantee until all Guaranteed Obligations are performed or paid in full. If any amount shall be paid to Guarantor on account of such subrogation, contribution, reimbursement or indemnity rights at any time when all of the Guaranteed Obligations and all amounts owing hereunder shall not have been performed and paid in full, such amount shall be held by Guarantor in trust for Owner, segregated from other funds of Guarantor, and shall, forthwith upon receipt by Guarantor, be turned over to Owner in the exact form received by Guarantor (duly endorsed by Guarantor to Owner, if required), to be applied against the Guaranteed Obligations, whether or not matured, in such order as Owner may determine.6.Â Â Â Â Representations and Warranties. Guarantor represents and warrants that:RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-5(a)Â Â Â Â it is a corporation duly organized, validly existing and is in good standing under the lawsRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-6of Delaware, and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;(b)Â Â Â Â the execution, delivery and performance of this Guarantee will not violate or conflict with its charter or by-laws (or comparable constituent documents), any law, regulation or order of any governmental authority or any court or other agency of government applicable to it or the terms of any agreement to which it is a party;(c)Â Â Â Â no authorization, approval, consent or order of, or registration or filing with, any court or other governmental entity having jurisdiction over Guarantor is required on the part of Guarantor for the execution, delivery and performance of this Guarantee;(d)Â Â Â Â the execution, delivery and performance of this Guarantee has been and remains duly authorized by all necessary corporate action and does not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets;(e)Â Â Â Â this Guarantee, when executed and delivered, will constitute a valid and legally binding agreement of Guarantor, enforceable against Guarantor in accordance with its terms, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditorsâ€™ rights generally and by general principles of equity as they apply to the Guarantor; and(f)Â Â Â Â Such Guarantor is financially solvent, able to pay all debts as they mature, and possesses sufficient working capital to perform its obligations under this Guarantee.7.Â Â Â Â Conveyance or Transfer. Without Ownerâ€™s written consent (not to be unreasonably withheld, conditioned or delayed), Guarantor shall not convey, sell, lease or transfer its properties or assets to any Person to the extent that such conveyance, sale, lease or transfer could have a material adverse effect on Guarantorâ€™s ability to fulfill its obligations under this Guarantee (â€œMaterial Transactionâ€). For the avoidance of doubt, a sale of property, assets or Affiliates for market value in an armâ€™s length transaction(a)Â Â Â Â by Guarantor or (b) by an Affiliate of Guarantor shall not be considered a Material Transaction as long as Guarantor or a wholly owned subsidiary of Guarantor receives all of the proceeds from such sale. In case of a proposed Material Transaction, Guarantor shall provide Owner with reasonable advance notice of such proposed Material Transaction. Guarantor shall then meet with Owner and, pursuant to a written confidentiality agreement, will provide to Owner all necessary information, reasonably requested by Owner, regarding the proposed Material Transaction for the purpose of receiving Ownerâ€™s written consent to such Material Transaction (and as described above such consent shall not be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, such restriction on conveyances, sales, leases and transfers shall include conveyances, sales, leases or transfers to Guarantorâ€™s Affiliates other than any of Guarantorâ€™s wholly owned subsidiaries.8.Â Â Â Â Miscellaneous.(a)Â Â Â Â This Guarantee shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Guarantor may not assign or transfer this Guarantee or any rights or obligations hereunder without Ownerâ€™s prior written consent, which consent may be withheld in Ownerâ€™s sole and absolute discretion. Owner, without the consent of Guarantor: (i) may assign, pledge and/or grant a security interest in this Guarantee to any lender; and (ii) may assign this Guarantee to anyRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-7Person who is a permitted successor or assignee of Owner under the Agreement. Except as otherwise provided in this Section 8, nothing herein, express or implied, is intended or shall be construed to confer upon or to give to any Person other than the Parties hereto any rights, remedies, or other benefits.(b)Â Â Â Â This Guarantee shall be governed by, interpreted and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Texas.(c)Â Â Â Â In the event that any claim, dispute, controversy, difference, disagreement, or grievance (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, connected with or relating in any way to this Guarantee (including the construction, validity, interpretation, termination, enforceability or breach of this Guarantee) (â€œDisputeâ€) cannot be resolved informally within [***] ([***]) Days after the Dispute arises (or such longer period of time if agreed to in writing by the Parties), either Party may give written notice of the Dispute (â€œDispute Noticeâ€) to the other Party requesting that a representative of Ownerâ€™s senior management and Guarantorâ€™s senior management meet in an attempt to resolve the Dispute. Each such senior executive shall have full authority to resolve the Dispute and shall promptly begin discussions in an effort to agree on a resolution of the Dispute within [***] ([***]) Days after receipt by the non-notifying Party of such Dispute Notice, with such negotiations being held in Harris County, Texas or at another location if agreed upon by the Parties in writing. In no event shall this Section 8(c) be construed to limit either Partyâ€™s right to take any action under this Guarantee, provided that such rights are not the subject of the Dispute.(d)Â Â Â Â If the Dispute is not resolved by negotiation within [***] ([***]) Days after the date of a Partyâ€™s written notice requesting that representatives of each Partyâ€™s senior management meet (or such other time as may be agreed in writing by the Parties), then the Parties agree that the Dispute shall be decided by final and binding arbitration. Such arbitration shall be held in Harris County, Texas, unless otherwise agreed by the Parties, shall be administered by the AAAâ€™s office in Harris County, Texas, shall be conducted by three (3) arbitrators (or for Claims involving less than [***] U.S. Dollars (U.S.$ [***]), one (1) arbitrator) chosen in accordance with Section 8(d)(i), and shall, except as otherwise agreed by the Parties, be governed by the AAAâ€™s Construction Industry Arbitration Rules and Mediation Procedures then in effect (â€œAAA Rulesâ€). For the purposes of determining the number of arbitrators, the total value of the Claims and counterclaims reasonably asserted by all the Parties shall be used to determine whether the [***]U.S. Dollars (U.S.$ [***]) threshold has been met. The arbitration tribunal shall determine the rights and obligations of the Parties according to the laws of Texas, excluding its conflict of law principles; provided, however, the law applicable to the validity of the arbitration clause, the enforcement of any award and any other question of arbitration law or procedure shall be the Federal Arbitration Act, 9 U.S.C.A. Â§ 2. Issues concerning the arbitrability of a matter in dispute shall be decided by a court with proper jurisdiction. The arbitration shall be conducted in the English language and all submissions shall be made in the English language or with an English translation; provided that witnesses may provide testimony in a language other than English if a simultaneous English translation is provided. The Parties shall be entitled to engage in reasonable discovery, including the right to production of relevant and material documents by the opposing Party and the right to take depositions reasonably limited in number, time and place; provided that in no event shall any Party be entitled to refuse to produce relevant and non-privileged documents or copies thereof requested by the other Party within the time limit set and to the extent required by order of the arbitration tribunal. All Disputes regarding discovery shall be promptly resolved by the arbitration tribunal. The award of the arbitration tribunal shall be in writing, state the reasons upon which the award thereof is based, be signed by all arbitrators, and be final and binding. Any other person may be joined as an additional party to any arbitration conducted under this Section 8(d), RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-8provided that joinder is permitted under and in accordance with the Agreement. The Parties agree that judgment on the arbitration award may be entered by any court having jurisdiction thereof.(i)Â Â Â Â The arbitrators for any arbitration under Section 8(d) shall be selected inRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-9accordance with this Section 8(d).a)Â Â Â Â For Claims less than [***] million U.S. Dollars (U.S.$ [***]), Owner and Guarantor shall jointly select one arbitrator within [***] ([***]) Days of the filing of the demand for arbitration with the AAA, or if the Parties fail to appoint such arbitrator within the applicable time period, then the AAA shall appoint the arbitrator in accordance with the AAA rules.b)Â Â Â Â For Claims [***] U.S. Dollars (U.S.$ [***]) or more, Owner and Guarantor shall each appoint one (1) arbitrator within [***] ([***]) Days of the filing of the demand for arbitration with the AAA, and the two (2) arbitrators so appointed shall select the presiding arbitrator within [***] ([***]) Days after the latter of the two (2) arbitrators has been appointed by the Parties. If either Party fails to appoint its party- appointed arbitrator or if the two (2) party-appointed arbitrators cannot reach an agreement on the presiding arbitrator within the applicable time period, then the AAA shall appoint the remainder of the three (3) arbitrators not yet appointed. Each arbitrator shall be and remain at all times wholly impartial, and, once appointed, no arbitrator shall have any ex parte communications with any of the Parties or any other parties to the Dispute concerning the arbitration or the underlying Dispute, provided, however, that the Parties may have ex parte communications with their appointed arbitrators until the third arbitrator is selected.(e)Â Â Â Â No modification or amendment of this Guarantee shall be of any force or effect unless made in writing, signed by the Parties hereto, and specifying with particularity the nature and extent of such modification or amendment. This Guarantee constitutes the entire and only understanding and agreement among the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior negotiations, proposals, representations, understandings, commitments, communications, or agreements, whether oral or written, with respect to the subject matter hereof.(f)Â Â Â Â All notices, demands, offers, requests and other written instruments required or permitted to be given pursuant to this Guarantee shall be in writing signed by the Party giving such notice and shall be hand delivered or sent by overnight courier, messenger, facsimile or certified mail, return receipt requested, to the other Parties at the address set forth below.If to Owner:Rio Grande LNG Train 4, LLC 1000 Louisiana StreetSuite 3300Houston, Texas 77002 Attn: [***]E-mail: [***] If to Guarantor:Bechtel Global Energy, Inc. 2105 CityWest Pl.Houston, Texas 77042 Attn: [***]Email: [***] With a copy to:RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-10Bechtel Energy Inc.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-112105 CityWest Pl.Houston, Texas 77042 Attn: [***]Each Party shall have the right to change the place to which such notices shall be sent or delivered by sending a similar notice to the other Parties in like manner. Notices, demands, offers, requests or other written instruments shall be deemed to have been duly given on the date actually received by the intended recipient, provided that if the day of receipt is not a Business Day then it shall be deemed to have been received on the next succeeding Business Day.(g)Â Â Â Â The headings of the several provisions of this Guarantee are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Guarantee.(h)Â Â Â Â No forbearance or delay by Owner in asserting rights against Contractor or Guarantor shall affect or impair in any way Guarantorâ€™s obligations hereunder or the rights of Owner hereunder.(i)Â Â Â Â In addition to other assurances provided in this Guarantee, Guarantor acknowledges that Owner may obtain financing associated with the Project and Guarantor agrees to provide reasonable cooperation to Owner and Lenders in connection with such project financing, including, but not limited to, entering into direct agreements with Lenders (which shall be substantially in the form of Exhibit 1 with such other changes thereto as are reasonably requested by Lenders), as required by Lenders, covering matters that are reasonable and customary in project financings of this type such as Lenders assignment or security rights with respect to this Guarantee, direct notices to Lenders, step-in/step-out rights, opinions, access by Lendersâ€™ representatives and other reasonable and customary matters applicable to such project financing.(j)Â Â Â Â Definitions. (i)Â Â Â Â Capitalized terms used, but not otherwise defined, herein shall have the respective meanings ascribed to such terms in the Agreement.(ii)Â Â Â Â â€œApplicable Lawâ€ means all laws, statutes, ordinances, certifications, orders, decrees, injunctions, licenses, Permits, approvals, agreements, rules and regulations, including any conditions thereto, of any Governmental Instrumentality having jurisdiction over any Party or Contractor, or other legislative or administrative action of a Governmental Instrumentality, or a final decree, judgment or order of a court which relates to the performance of Work under the Agreement or the interpretation or application of this Guarantee or the Agreement.(iii)Â Â Â Â The term â€œPersonâ€ shall mean any individual, company, joint venture, corporation, partnership, association, joint stock company, limited liability company, trust, estate, unincorporated organization, governmental entity or other entity having legal capacity.(k)Â Â Â Â Any provision in this Guarantee which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and the invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Guarantee shall not affect the validity of the remaining portions of this Guarantee. (l)Â Â Â Â This Guarantee may be executed in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. [Signature page follows.]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-12IN WITNESS WHEREOF, the undersigned have duly executed this Guarantee as of the date first above written.BECHTEL GLOBAL ENERGY, INC.By: Â Â Â Â Name: Â Â Â Â Title: Â Â Â Â RIO GRANDE LNG TRAIN 4, LLCBy: Â Â Â Â Name: Â Â Â Â Title: Â Â Â Â RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-13EXHIBIT U-1.1 TO THE PARENT GUARANTEEFORM OF ACKNOWLEDGMENT AND CONSENT AGREEMENT WITH LENDERRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementU-14Redacted versionATTACHMENT U â€“ EXHIBIT U-1.1FORM OF ACKNOWLEDGMENT AND CONSENT AGREEMENT WITH LENDERDate: [Â Â Â Â]Bechtel Global Energy, Inc. (the â€œContracting Partyâ€) hereby acknowledges the existence of (but has not reviewed) that certain Security Agreement, dated as of the date hereof (as from time to time amended, amended and restated, supplemented or modified, the â€œSecurity Agreementâ€), between Rio Grande LNG Train 4, LLC (the â€œBorrowerâ€) and [Â Â Â Â], as collateral agent (in such capacity, the â€œCollateral Agentâ€) for the benefit of various financial institutions providing financing to the Borrower (collectively, the â€œSenior Secured Partiesâ€), and hereby executes this Acknowledgement and Consent Agreement (this â€œConsentâ€) and agrees as follows:1.Â Â Â Â The Contracting Party hereby acknowledges and consents in accordance with the terms and conditions set forth below to the Borrowerâ€™s pledge and collateral assignment of all its right, title, interest and benefit in, to and under that certain Guarantee, dated as of [Â Â Â Â], 2024, in favor of Borrower (the â€œAssigned Agreementâ€), guaranteeing Bechtel Energy Inc.â€™s (â€œContractorâ€™sâ€) obligations under the Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility, dated as of August 5, 2024, between the Contractor and the Borrower (as amended, restated, modified or supplemented by change order [placeholder for list of amendments/change orders agreed between the Effective Date and NTP] or as otherwise modified and in effect from time to time) (collectively the â€œEPC Agreementâ€) to the Collateral Agent pursuant to the Security Agreement. Capitalized terms used, but not otherwise defined, herein shall have the respective meanings ascribed to such terms in the Assigned Agreement. Collateral Agent and Borrower have separately entered into an Acknowledgment and Consent Agreement with Lender with Bechtel Energy Inc. related to the EPC Agreement.2.Â Â Â Â The Contracting Party represents and warrants as of the date hereof as follows:(a)Â Â Â Â The Contracting Party is a corporation duly organized, validly existing and in good standing under the laws of Delaware, is authorized and qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a material adverse effect on its financial condition, operations, prospects, taxes or business.(b)Â Â Â Â The Contracting Party is not in violation of any Applicable Law or judgment entered by any Governmental Instrumentality, which violations, individually or in the aggregate, would affect its performance of any obligations under this Consent or the Assigned Agreement in any material respect. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Instrumentality, now pending or (to the current actual knowledge of the Contracting Party) threatened against the Contracting Party that, if adversely determined, could reasonably be expected to have a material adverse effect on its ability to perform under this Consent or the Assigned Agreement.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement(c)Â Â Â Â The Contracting Party is the holder of all licenses, other than Ordinary Course Consents (as defined below), required to permit it to operate or conduct its business in Texas, and each other jurisdiction in which the nature of the business conducted by it makes such licenses necessary, now and as contemplated by the Assigned Agreement. No consent or approval of, or other action by or any notice to or filing with, any Governmental Instrumentality (except those previously obtained) was required in connection with the execution and delivery by

the Contracting Party of the Assigned Agreement, or to the current actual knowledge of the Contracting Party, is required in connection with the execution and delivery of this Consent, or the performance of its obligations under this Consent. The Contracting Party has obtained all permits, licenses, approvals, consents and exemptions with respect to the performance of its obligations under the Assigned Agreement required by Applicable Law in effect as of the date hereof, except those permits, licenses, approvals, consents and exemptions that the Contracting Party is permitted to obtain in the ordinary course of business in the performance of its obligations under the Assigned Agreement (collectively, the â€œOrdinary Course Consentsâ€). (d)Â Â Â Â Neither the execution and delivery of this Consent and the Assigned Agreement by the Contracting Party, the consummation of the transactions herein contemplated by the Contracting Party, nor compliance with the terms and provisions hereof by the Contracting Party, will:(i)Â Â Â Â conflict with, result in a breach of or default under, or require any consent (other than consents already obtained and the Ordinary Course Consents) under: (A) the charter or by-laws of the Contracting Party, (B) any Applicable Law,(C) any order, writ, injunction or decree of any court applicable to the Contracting Party, or (D) any agreement or instrument to which the Contracting Party is a party or by which it is bound or to which it or any of its property or assets is subject in any such case under this clause (i) that would result in a material adverse effect upon the ability of the Contracting Party to perform its obligations under this Consent and the Assigned Agreement; or(ii)Â Â Â Â result in the creation or imposition of (or the obligation to create or impose) any lien, security interest, charge or encumbrance upon any of the properties or assets of the Contracting Party.(e)Â Â Â Â The Contracting Party has all necessary power and authority to execute, deliver and perform its obligations under this Consent and the Assigned Agreement; the execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement have been duly authorized by all necessary action on its part; and this Consent and the Assigned Agreement have been duly and validly executed and delivered by the Contracting Party and each constitutes a legal, valid and binding obligation of the Contracting Party enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditorsâ€™ rights generally, and by general principles of equity. There are no existing amendments, RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementmodifications or supplements (whether by waiver, consent or otherwise) to the Assigned Agreement, either oral or written.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement(f)Â Â Â Â The Contracting Party is financially solvent, able to pay all debts as they mature and possesses sufficient working capital to guarantee the completion of the Work under the EPC Agreement and perform its obligations under the Assigned Agreement and hereunder.(g)Â Â Â Â The Contracting Party is not, to its current actual knowledge, in default under any covenant or obligation hereunder or under the Assigned Agreement and no such default has occurred prior to the date hereof. After giving effect to the pledge and assignment referred to in paragraph 1, and after giving effect to the consent to such pledge and assignment by the Contracting Party, to the current actual knowledge of the Contracting Party, (a) there exists no event or condition that would, either immediately or with the passage of time or giving of notice, or both, entitle the Contracting Party to terminate or suspend its obligations under the Assigned Agreement and (b) all amounts due under the Assigned Agreement as of the date hereof have been paid in full.(h)Â Â Â Â The Contracting Party affirms that it has no written notice or current actual knowledge of any pledge or assignment relative to the right, title, interest and benefit of the Borrower in, to and under the Assigned Agreement other than the pledge and assignment referred to in paragraph 1.3.Â Â Â Â (a)Â Â Â Â From and after the date hereof and unless and until the Contracting Party shall have received written notice from the Collateral Agent that the lien of the Security Agreement has been released in full and provided that an event of default by the Borrower shall have occurred and be continuing pursuant to the loan documents executed in connection with the Security Agreement, following written notice to the Contracting Party from the Collateral Agent that the Collateral Agent is exercising such rights and remedies, the Collateral Agent shall have the full right and power to enforce directly against the Contracting Party (subject to all of the Contracting Partyâ€™s defenses and other rights under the Assigned Agreement in accordance with the terms thereof) all obligations of the Contracting Party under the Assigned Agreement and otherwise to exercise all remedies thereunder and to make all demands and give all notices and make all requests required or permitted to be made by the Borrower under the Assigned Agreement, all in accordance with the terms thereof; provided that no such performance shall be construed as an assumption by the Collateral Agent or any Senior Secured Party of any covenants, agreements or obligations of the Borrower under or in respect of the Assigned Agreement, except to the extent the Assigned Agreement shall have been expressly assumed by the Collateral Agent pursuant to paragraph 5 hereof. Any action taken by the Collateral Agent in accordance with this paragraph 3(a) shall be binding on the Borrower. If the Contracting Party receives any demands, notices or requests made from the Collateral Agent in accordance with this paragraph 3(a) which are conflicting with that made by the Borrower, the Collateral Agentâ€™s demands, notices and requests shall control over those conflicting demands, notices or requests made by the Borrower.(b)Â Â Â Â The Contracting Party agrees that it cannot terminate or suspend its obligations under the Assigned Agreement.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement4.Â Â Â Â (a)Â Â Â Â Notwithstanding any provision in the Assigned Agreement to the contrary,(i) in the event of the rejection or termination of the Assigned Agreement by a receiver of the Borrower or otherwise pursuant to bankruptcy or insolvency proceedings or (ii) in the event of the execution of a new EPC Contract pursuant to the terms of Section 4 of that certain acknowledgement and consent agreement, dated as of the date hereof, between Bechtel Energy Inc., the Collateral Agent, and the Borrower with respect to the EPC Agreement (â€œEPC Consentâ€), then the Contracting Party will enter into a new agreement with the Collateral Agent or, at the Collateral Agentâ€™s request, with the Collateral Agentâ€™s nominee, effective as of the date of such rejection or execution, with substantially the same covenants, agreements, terms, provisions and limitations as are contained in such Assigned Agreement; provided, that the Collateral Agent shall have made a request to the Contracting Party for such new agreement within [***] ([***]) days after the date the Collateral Agent receives notice from the Contracting Party of the rejection of the Assigned Agreement or within [***] ([***]) days after execution of a new EPC Contract, as applicable; provided, further, that the Collateral Agent or Collateral Agentâ€™s nominee, as applicable, is the transferee or assignee of the rights and obligations of the Borrower under the EPC Agreement in accordance with the EPC Consent, or is the counterparty to any replacement agreement for the EPC Agreement entered into pursuant to Section 4 of the EPC Consent.(b)Â Â Â Â If the Collateral Agent or its nominee is prohibited by any process or injunction issued by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Borrower, from continuing the Assigned Agreement in place of the Borrower or from otherwise exercising any of its rights or remedies hereunder or under the Security Agreement in respect of the Assigned Agreement, then the times specified herein for the exercise by the Collateral Agent of any right or benefit granted to it hereunder shall be extended for the period of such prohibition; provided, that the Collateral Agent is diligently pursuing such rights or remedies (to the extent permitted) in such bankruptcy or insolvency proceeding or otherwise; provided, further, that the Collateral Agent or Collateral Agentâ€™s nominee, as applicable, is the transferee or assignee of the rights and obligations of the Borrower under the EPC Agreement in accordance with the EPC Consent, or is the counterparty to any replacement agreement for the EPC Agreement entered into pursuant to Section 4 of the EPC Consent.5.Â Â Â Â If the Senior Secured Parties declare that an event of default has occurred and is continuing pursuant to the loan documents executed in connection with the Security Agreement or the Senior Secured Parties otherwise give notice to the Borrower that they refuse to fund a draw or payment under such loan documents, the Borrower shall provide the Contracting Party with notice of such declaration or refusal within [***] ([***]) Business Days after the Borrowerâ€™s receipt of notice of such declaration or notice. Provided that an event of default by the Borrower shall have occurred and be continuing pursuant to the loan documents executed in connection with the Security Agreement, the Contracting Party agrees that the Collateral Agent may (but shall not be obligated to) pursuant to the terms of the Security Agreement assume, or cause any purchaser at any foreclosure sale or any assignee or transferee under any instrument RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementof assignment or transfer in lieu of foreclosure to assume, all of the interests, rights and all of the benefits of the BorrowerRGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementthereafter arising under the Assigned Agreement provided, that the Collateral Agent or such purchaser, assignee or transferee, as applicable, is the transferee or assignee of the rights and obligations of the Borrower under the EPC Agreement in accordance with the EPC Consent, or is the counterparty to any replacement agreement for the EPC Agreement entered into pursuant to Section 4 of the EPC Consent. If the interests, rights and benefits of the Borrower are assumed, sold or transferred as provided herein, then the Contracting Party shall continue to perform its obligations under the Assigned Agreement in favor of the assuming party as if such party has thereafter been named as the Borrower under the Assigned Agreement.6.Â Â Â Â The Contracting Party shall make all payments due to the Borrower under the Assigned Agreement to [], acting as the [Accounts Bank (as defined in the Security Agreement)](i) if to the [Pre-Completion Revenue Account], to Account Name: [Rio Grande LNG Train 4 LLC â€“ Pre-Completion Revenue Account], Account No.: [Â Â Â Â Â Â Â Â], ABA No.: [Â Â Â Â], SWIFT/BIC: [Â Â Â Â] or (ii) if to the [Revenue Account], to Account Name: [Rio Grande LNG Train 4 LLC â€“ Revenue Account], Account No.: [Â Â Â Â], ABA No.: [Â Â Â Â], SWIFT/BIC: [Â Â Â Â], or such other account as the Collateral Agent may from time to time specify in writing to the Contracting Party.1 All parties hereto agree that each payment by the Contracting Party to the Accounts Bank of amounts due to the Borrower from the Contracting Party under the Assigned Agreement shall satisfy the Contracting Partyâ€™s corresponding payment obligation under the Assigned Agreement.7.Â Â Â Â The Contracting Party shall not agree to amend or modify the Assigned Agreement in any material respect unless the Contracting Party has received a duly executed certificate of an authorized officer of the Borrower that such amendment or modification, as applicable, is (i) permitted under the loan documents executed in connection with the Security Agreement or (ii) permitted on the basis of the prior written consent of the Collateral Agent obtained by the Borrower. The Contracting Party may rely on such certificate. Nothing herein shall prejudice the Contracting Partyâ€™s right to a Change Order under the EPC Agreement.8.Â Â Â Â The Contracting Party shall deliver to the Collateral Agent concurrently with the delivery thereof to the Borrower, a copy of the following items if and when provided by the Contracting Party to the Borrower pursuant to the Assigned Agreement: (a) notification of termination and (b) notification of request for arbitration.9.Â Â Â Â The Contracting Party shall provide to the Collateral Agent any information or documentation as reasonably requested by the Collateral Agent in connection with the financing of the Borrower including, without limitation, the following: (a) an opinion of counsel of the Contracting Party customary for a project financing with respect to the authorization, execution, delivery and enforceability, and other similar issues, of the Assigned Agreement and this Consent;(b) a certificate of an authorized officer of the Contracting Party certifying that all amounts due and payable under the Assigned Agreement have been paid other than those amounts payable in respect of the current invoice; and (c) a copy of a certificate of good standing of, and payment of franchise taxes by, the Contracting Party issued by the Secretary of State of Delaware.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement1Â Â Â Â NTD: Account information to be updated when information is available.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement10.Â Â Â Â Notice to any party hereto shall be deemed to be delivered on the earlier of: (a) the date of personal delivery, (b) if deposited in a United States Postal Service depository, postage prepaid, registered or certified mail, return receipt requested, addressed to such party at the address indicated below (or at such other address as such party may have theretofore specified by written notice delivered in accordance herewith), upon delivery or refusal to accept delivery, in each case as evidenced by the return receipt and (c) if sent by email, upon (i) confirmation of receipt provided by the delivering partyâ€™s email application or (ii) a confirmatory email from the addressee (which shall be delivered promptly by the addressee if so requested by the delivering party):The Collateral Agent:[Â Â Â Â][Â Â Â Â][Â Â Â Â] Attention: [Â Â Â Â Â Â Â Â] Phone: [Â Â Â Â Â Â Â Â]Email: [Â Â Â Â]The Borrower:Rio Grande LNG Train 4, LLC 1000 Louisiana Street, Suite 3300Houston, Texas 77002 United States of AmericaAttention: Senior Vice President, Treasurer Email: gmcarthur@next-decade.comWith a copy (which shall not constitute notice) to: Rio Grande LNG Train 4, LLC1000 Louisiana Street, Suite 3300Houston, Texas 77002 United States of America Attention: General CounselEmail: corporatesecretary@next-decade.com The Contracting Party:Bechtel Energy Inc.2105 CityWest Pl.Houston, Texas 77042 Attn: Scott OsborneEmail: sosborne@bechtel.comRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementWith a copy (which shall not constitute notice) to:RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementBechtel Energy Inc.2105 CityWest Pl.Houston, Texas 77042 Attn: Principal Counsel11.Â Â Â Â This Consent shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Contracting Party, the Borrower, the Collateral Agent and the Senior Secured Parties (provided, however, that the Contracting Party shall not assign or transfer it rights hereunder without the prior written consent of the Collateral Agent).12.Â Â Â Â This Consent may be executed in one or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. This Consent shall become effective at such time as the Collateral Agent shall have received counterparts hereof signed by all of the intended parties hereto. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Contracting Party, the Borrower and the Collateral Agent.13.Â Â Â Â For purposes of this Consent, the term â€œdayâ€ or â€œdaysâ€ shall mean calendar days unless otherwise defined herein.14.Â Â Â Â No failure on the part of any party or any of its agents to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege hereunder shall operate as a waiver thereof (subject to any statute of limitations), and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right power or privilege.15.Â Â Â Â If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.16.Â Â Â Â The agreements of the parties hereto are solely for the benefit of the Contracting Party, the Borrower, the Collateral Agent and the Senior Secured Parties, and no Person (other than the parties hereto and the Senior Secured Parties and their successors and assigns permitted hereunder) shall have any rights hereunder.17.Â Â Â Â This Consent shall terminate upon the earlier of (a) the indefeasible payment in full of all amounts owed under any financing documents executed in connection with the Security Agreement and (b) the termination of the Assigned Agreement in accordance with its terms.18.Â Â Â Â THIS CONSENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementTO PRINCIPLES OF CONFLICT OF LAWS THEREOF OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. THE CONTRACTING PARTY, THERGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementCOLLATERAL AGENT AND THE BORROWER HEREBY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONSENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT FOR DISPUTES ARISING OUT OF OR RELATING TO THE ASSIGNED AGREEMENT WHICH WILL CONTINUE TO BE GOVERNED EXCLUSIVELY BY [SECTION 8(C) AND 8(D)] OF THE ASSIGNED AGREEMENT THE CONTRACTING PARTY, THE COLLATERAL AGENT AND THE BORROWER IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.18.Â Â Â Â EACH OF THE CONTRACTING PARTY, THE COLLATERAL AGENT AND THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONSENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.19.Â Â Â Â NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, NONE OF THE CONTRACTING PARTY, THE COLLATERAL AGENT, NOR THE BORROWER, SHALL BE LIABLE UNDER THIS CONSENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, OR LOSS OF PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF REVENUES, LOSS OF FINANCING, LOSS OR INCREASE OF BONDING CAPACITY, COSTS OF OBTAINING OR MAINTAINING FINANCING, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, OR DAMAGES OR LOSSES FOR PRINCIPAL OFFICE EXPENSES INCLUDING COMPENSATION OF PERSONNEL STATIONED THERE (â€œCONSEQUENTIAL DAMAGESâ€), AND THE CONTRACTING PARTY, THE COLLATERAL AGENT, AND THE BORROWER DO HEREBY RELEASE EACH OTHER FROM ANY LIABILITY FOR SUCH LOSSES AND DAMAGES; PROVIDED THAT THE EXCLUSION OF LIABILITY SET FORTH IN THIS SECTION IS NOT INTENDED TO PRECLUDE RECOVERIES AS PERMITTED PURSUANT TO [SECTION 20.4] OF THE EPC AGREEMENT WITH RESPECT TO OBLIGATIONS UNDER THE EPC AGREEMENT ONLY.21.Â Â Â Â The Contracting Party hereby acknowledges that the Borrower may, from time to time during the term of the Assigned Agreement, refinance the indebtedness incurred under the [Senior Secured Credit Documents (as defined in the Security Agreement)] pursuant to another bank financing, an institutional financing, a capital markets financing, a lease financing or any other combination thereof or other form of financing. In connection with any such refinancing, the Contracting Party hereby consents to any collateral assignment or other assignment of the Assigned Agreement in connection therewith and agrees that the terms and provisions of thisRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementConsent shall apply with respect to such assignment and shall inure to the benefit of the parties providing such refinancing. In furtherance of the foregoing, the Contracting Party agrees that(a) references in this Consent to the â€œCollateral Agentâ€ and the â€œSenior Secured Partiesâ€ shall be

deemed to be references to the applicable financing parties providing such refinancing and their agents in connection therewith, (b) references in this Consent to the â€œSecurity Agreementâ€ shall be deemed to be references to the corresponding agreements entered into in connection with such refinancing, and (c) if requested by the Borrower, it shall enter into a new consent, in the same form of this Consent with minor, conforming edits only, in favor of the parties providing such refinancing. Notwithstanding the foregoing, this Consent shall inure to the benefit of the Collateral Agent until the Contracting Party has received written confirmation of payment in full of all amounts owed under any financing documents executed in connection with the Security Agreement.[Signature pages follow]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementIN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent as of the day and year first above written.CONTRACTING PARTYBECHTEL GLOBAL ENERGY, INC.By: Â Â Â Â Name:Title:COLLATERAL AGENT[Â Â Â Â]By: Â Â Â Â Name:Title:Signature Page to Acknowledgement and Consent Agreement (Train 4 EPC Guaranty)RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementACKNOWLEDGED and AGREED BORROWERRIO GRANDE LNG TRAIN 4, LLCBy: Â Â Â Â Name:Title:Signature Page to Acknowledgement and Consent Agreement (Train 4 EPC Guaranty)RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT VOWNER FURNISHED ITEMSRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementV-1With respect to any furnished items that are tied to the issuance of NTP (i.e., NTP + X months), if a Change Order involves an adjustment to a Key Date (including the Guaranteed Substantial Completion Dates), the dates upon which such items are required to be furnished shall also be adjusted accordingly, provided that such adjusted dates shall in no event be earlier than the original date listed below. All such adjusted dates shall be included in any Change Order that adjusts a Key Date or a Guaranteed Substantial Completion Date.[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementV-2Redacted versionATTACHMENT WCAPITAL SPARE PARTS LIST[***].RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionW-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT XREPORTING AND MEETINGS REQUIREMENTS[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionX-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT YQUALITY PLAN REQUIREMENTSRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementTable of Contents1.0Â Â Â Â INTRODUCTIONÂ Â Â Â 22.0Â Â Â Â OBJECTIVESÂ Â Â Â 23.0Â Â Â Â DEFINITIONS AND INTERPRETATIONÂ Â Â Â 23.1Â Â Â Â DefinitionsÂ Â Â Â 23.2Â Â Â Â InterpretationÂ Â Â Â 24.0Â Â Â Â RIGHTS AND RESPONSIBILITIESÂ Â Â Â 24.1Â Â Â Â Owner Rights and ResponsibilitiesÂ Â Â Â 24.2Â Â Â Â Contractor ResponsibilitiesÂ Â Â Â 35.0Â Â Â Â PLANNINGÂ Â Â Â 35.1Â Â Â Â Owner CommunicationÂ Â Â Â 35.2Â Â Â Â Inspection and Test PlansÂ Â Â Â 35.3Â Â Â Â Control of NonconformitiesÂ Â Â Â 35.4Â Â Â Â Control of Measuring and Testing EquipmentÂ Â Â Â 45.5Â Â Â Â Engineering, Design, and DevelopmentÂ Â Â Â 45.5.1Â Â Â Â Design Inputs and OutputsÂ Â Â Â 45.5.2Â Â Â Â Design Verification and ControlÂ Â Â Â 45.5.3Â Â Â Â Design ReviewÂ Â Â Â 45.5.4Â Â Â Â Control of Design Changes and DeviationsÂ Â Â Â 45.6Â Â Â Â ConstructionÂ Â Â Â 55.7Â Â Â Â SubcontractorÂ Â Â Â 56.0Â Â Â Â MEASUREMENT, ANALYSIS AND IMPROVEMENTÂ Â Â Â 56.1Â Â Â Â Internal Quality AuditÂ Â Â Â 56.2Â Â Â Â ImprovementÂ Â Â Â 66.2.1Â Â Â Â Corrective ActionÂ Â Â Â 66.2.2Â Â Â Â Preventive ActionÂ Â Â Â 6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement1.0Â Â Â Â INTRODUCTIONIn addition to the requirements specified in any other provision of the Agreement, this Attachment Y sets out the general requirements and scope of activities for quality to be performed by Contractor for the Project.This Attachment Y does not constitute a substitute for the Train 4 Facility-specific quality control and quality assurance plan, inspection plan or Subcontractor source inspection plan.2.0Â Â Â Â OBJECTIVESThe objective of this Attachment Y is to provide the requirements for the following:Â Â Â Â Contractor quality assurance and quality control plan, and the supporting detailed inspection and quality assurance and quality control procedures;Â Â Â Â Contractor construction inspection and test plan and supporting construction procedures; andÂ Â Â Â Subcontractor source inspection plan.3.0Â Â Â Â DEFINITIONS AND INTERPRETATION3.1Â Â Â Â DefinitionsCapitalized terms not defined herein have the meaning in the Agreement. Unless otherwise specified, sections and articles referenced herein refer to the applicable section or article in this Attachment Y.Â Â Â Â Â€œKey Performance Indicatorâ€ or â€œKPIâ€ means a quantifiable measure used to evaluate the success of the Contractor and Subcontractor(s) in meeting the objectives for performance of the Project, as mutually agreed upon between Owner and Contractor;Â Â Â Â â€œNonconformanceâ€ means any item in which one or more characteristics fails to conform to the requirements of the Agreement associated with the Work;Â Â Â Â â€œProject Quality Managerâ€ means Contractorâ€™s designated Person responsible for quality activities of Contractor described in the Agreement associated with the Work;Â Â Â Â â€œQuality Assuranceâ€ or â€œQAâ€ means the system by which the Contractor shall monitor the performance of stages of the Work to a level of quality as agreed between Owner and Contractor in the Quality Plan; andÂ Â Â Â â€œQuality Controlâ€ or â€œQCâ€ means the system by which the Contractor shall test the Work to ensure that the Work is performed in accordance with the Sections and Articles of the Agreement.3.2Â Â Â Â InterpretationTo the extent there is a conflict between this Attachment Y and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.4.0Â Â Â Â RIGHTS AND RESPONSIBILITIESIn addition to the other responsibilities set forth herein, the Parties shall have the following responsibilities.4.1Â Â Â Â Owner Rights and ResponsibilitiesÂ Â Â Â Pursuant to Section 12.2 of the Agreement, Owner, Lender, Independent Engineer, and either of their representatives have the right to inspect all Work (including Equipment) at all times; andÂ Â Â Â Ownerâ€™s engineering and quality staff may attend and observe all internal audits or surveillance reviews organized by the Contractor. However, Owner reserves the rightY-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementto waive attendance and observation in any such witness point. Owner also reserves the right to attend and observe in any such witness point.4.2Â Â Â Â Contractor ResponsibilitiesContractor shall:Â Â Â Â Develop a quality strategy and detailed Quality Plan for Ownerâ€™s comment and approval no later than [***] ([***]) Days after the date Owner issues LNTP;Â Â Â Â Be responsible for all quality requirements of the Work;Â Â Â Â Develop and maintain quality organization charts and staffing plans for Contractorâ€™s home office, the Site and remote Work locations;Â Â Â Â Establish and implement the basis for evaluating QA/QC activities on the Project;Â Â Â Â Provide Owner with summary reports of internal audits;Â Â Â Â Provide Owner with summary reports related to any quality control or quality assurance issue with completed Work;Â Â Â Â Maintain Project quality documents and records as specified in the Agreement; andÂ Â Â Â Implement quality requirements related to Contractor activities contemplated under the Agreement and this Attachment Y.5.0Â Â Â Â PLANNING5.1Â Â Â Â Owner CommunicationReporting requirements for quality control and quality assurance activities shall be described in detail in the Quality Plan, and shall be included in reports named in Attachment X.5.2Â Â Â Â Inspection and Test PlansInspection and test plans (â€œITPsâ€) shall be prepared by Contractor for the Work. An ITP is a document which shall detail the required inspection points and test plans and supporting construction procedures for both the Contractor and Owner for each portion of the Work. Contractor shall submit each ITP to Owner for approval [***] ([***]) Days prior to commencement of associated activities.Each Contractor and Subcontractor ITP shall include the following information:Â Â Â Â Inspection activities;Â Â Â Â Quality Control requirements;Â Â Â Â Responsibility for inspections or tests;Â Â Â Â Applicable procedures and numbering;Â Â Â Â Acceptance criteria;Â Â Â Â Verifying documents;Â Â Â Â Inspection parties and responsibilities; andÂ Â Â Â Inspection points (hold, witness, and review).5.3Â Â Â Â Control of NonconformitiesContractor shall:Â Â Â Â Issue Nonconformance Reports (â€œNCRsâ€) for nonconformance of Work with the Quality Plan and applicable Project Drawings and Specifications. Contractor shall maintain a status summary of open NCRs and provide them to Owner as part of the Monthly Progress Report; andÂ Â Â Â Segregate nonconforming materials and assemblies to a clearly designated rejection site. Contractor shall track and control nonconforming Equipment or materials until it is repaired, exported, or otherwise disposed.Y-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementThe responsibility for review and authority for disposition of non-conformances against Owner approved procedures shall be defined in the Contractor Quality Plan and applicable project procedures.5.4Â Â Â Â Control of Measuring and Testing EquipmentContractor shall identify, maintain, control, adjust, and calibrate tools, gauges, instruments, and other measuring and testing devices used by Contractor to make and perform tests in the field at Site with instructions for their use, calibration, and storage.5.5Â Â Â Â Engineering, Design, and Development5.5.1Â Â Â Â Design Inputs and OutputsAll input data is to be complete, of current issue, and in compliance with the Agreement. Design outputs shall:Â Â Â Â Identify the characteristics of the design which are applicable to safe operation of the Train 4 Facility;Â Â Â Â Consider safeguards against misuse or mal-operation; andÂ Â Â Â Define the technical data for procurement.5.5.2Â Â Â Â Design Verification and Control Contractor deliverables shall:Â Â Â Â Be presented in a manner that enables traceability to the Basis of Design; andÂ Â Â Â Be checked (including inter-discipline checks where appropriate) and approved by authorized personnel of Contractor independent of the deliverableâ€™s originator.5.5.3Â Â Â Â Design ReviewContractor shall perform design reviews to address both the specific aspects of the design and the compliance of the overall design with the requirements of the Agreement. Design reviews shall include the following:Â Â Â Â HAZOP;Â Â Â Â SIL;Â Â Â Â 3D Model;Â Â Â Â SIMOPs;Â Â Â Â Constructability;Â Â Â Â Ergonomics (to be reviewed as part of 3D Model Reviews); andÂ Â Â Â Any other reviews described in Contractorâ€™s project execution plan, including any discipline-specific subplans.Prior to the above listed design reviews, relevant procedures and terms of reference shall be issued by the Contractor to Owner for review. Contractor shall organize the design reviews, present information, issue review reports, and close out any issues identified during design reviews. Contractor shall actively involve Owner in the above reviews.5.5.4Â Â Â Â Control of Design Changes and DeviationsAll changes from the approved Agreement baseline shall be comprehensively reviewed and approved prior to implementation. Contractor, using the change management system defined and provisioned herein and in Attachment D, shall document the review and approval of any design changes that deviate from the approved baseline design.All changes shall be in accordance with the requirements contained in Attachment D and elsewhere in the Agreement.Y-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementContractorâ€™s change management system shall achieve the following:Â Â Â Â Changes shall be identified and recognized;Â Â Â Â Risks associated with any change shall be highlighted and managed accordingly; andÂ Â Â Â Communicate and implement any change thoroughly and accurately to the Project.All Owner-initiated design changes and Change Directives, along with Contractor initiated technical queries and Change Orders, shall be controlled through the change management process.5.6Â Â Â Â ConstructionContractor shall develop and implement construction inspection and test plans and supporting construction procedures, and review and approve Subcontractor source inspection plans.Procedures for construction activities at Site shall be developed, reviewed and approved by Contractor.Where the Contractorâ€™s inspector(s) identifies or is informed of nonconforming products or materials, Contractor may either replace such nonconforming products or materials or repair the products or materials in accordance with Section 12.2A of the terms and conditions of the Agreement.5.7Â Â Â Â SubcontractorSubcontractor quality plans and/or ITPs shall be reviewed and approved by Contractor and issued to Owner for review prior to commencement of the applicable Work.Contractor shall maintain records of qualified special processes, Construction Equipment and Contractor personnel.Subcontractor construction execution performance shall be monitored through regular progress meetings between Contractor and Subcontractors. Subcontractor quality audits shall be performed by Subcontractors. Contractor may conduct quality audits on Subcontractors work in accordance with the Contractorâ€™s internal quality audit schedule to evaluate their quality plan implementation.6.0Â Â Â Â MEASUREMENT, ANALYSIS AND IMPROVEMENTThe Project quality manager shall be responsible for defining, planning, documenting and implementing a system to monitor, measure, and analyze the Key Performance Indicators, as appropriate for the various stages of the Project.Contractor quality personnel shall have well-defined responsibilities, qualifications, authority, and organizational freedom to identify quality concerns and non-conformance, and to initiate, recommend, and implement corrective actions.6.1Â Â Â Â Internal Quality AuditContractor shall include an internal quality audit plan and schedule as part of the Project Quality Plan.Contractor shall perform internal quality audits to measure the compliance to work processes.Internal quality audits shall be executed by quality auditors not directly responsible for the Work being audited and the auditors shall be qualified in auditing and competent in the area(s) being audited.Y-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementContractor shall investigate root causes where Contractor deems appropriate in accordance with the Quality Plan and initiate corrective actions for non-compliances identified in eachY-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementinternal quality audit. Contractor shall verify implementation and closeout of corrective actions.Contractor shall notify Owner [***] ([***]) Days prior to any internal quality audit. Quality audit reports, corrective actions and close out documentation shall be made available to Owner for review, upon request.6.2Â Â Â Â ImprovementContractor procedures for continual improvement shall capture measurement, analysis, and improvement of the KPIs and objectives.6.2.1Â Â Â Â Corrective ActionContractor is responsible for (i) maintaining a list of internal quality audit non-compliances and Corrective Action Requests (â€œCARsâ€), (ii) monitoring responses and the timely close-out and completion of the internal quality audit non-compliances and (iii) including the status of open internal quality audit non-compliances and CARs as part of the Monthly Progress Report.6.2.2Â Â Â Â Preventive ActionContractor procedures for preventive actions shall describe the requirements for evaluating the need for additional mitigation actions to prevent occurrence of previous lessons learned.Y-7RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT ZSITE PLANThe parcels of land where the Project Site shall be located, inclusive of the Site, the Phase 1 Facilities Site, and the Expanded Facility Site, is shown below in Schedule Z-1. Project Site does not include the restricted areas designated.The Site, as depicted in Schedule Z-1, shall include associated facilities located in the Phase 1 Facilities Site that comprise the Train 4 Facility.Owner may reduce the size of the Project Site by removing areas from the Project Site where the Expanded Facility Site will be located as long as Owner provides Contractor with a reasonable alternative for its laydown areas. Any such reduction shall be captured in a mutual Change Order.[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementZ-1Redacted versionATTACHMENT AAFORM OF DIRECT AGREEMENTS ACKNOWLEDGMENT AND CONSENT AGREEMENT WITH LENDERDate: [Â Â Â Â]Bechtel Energy Inc. (the â€œContracting Partyâ€) hereby acknowledges the existence of (but has not reviewed) that certain Security Agreement, dated as of the date hereof (as from time to time amended, amended and restated, supplemented or modified, the â€œ[Security Agreement]â€), between Rio Grande LNG Train 4, LLC (the â€œBorrowerâ€) and [Â Â Â Â], as collateral agent (in such capacity, the â€œ[Collateral Agent]â€) for the benefit of various financial institutions providing financing to the Borrower (collectively, the â€œSenior Secured Partiesâ€), and hereby executes this Acknowledgement and Consent Agreement (this â€œConsentâ€) and agrees as follows:1.Â Â Â Â The Contracting Party hereby acknowledges and consents in accordance with the terms and conditions set forth below to the Borrowerâ€™s pledge and collateral assignment of all its right, title and interest in, to and under (but not, except as provided herein, its obligations, liabilities or duties with respect to) that certain Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 of the Rio Grande Natural Gas Liquefaction Facility, dated as of August 5, 2024, between the Contracting Party and the Borrower (as amended, restated, modified or supplemented by change order [placeholder for list of amendments/change orders agreed between the Effective Date and NTP] or as otherwise modified and in effect from time to time, collectively the â€œAssigned Agreementâ€) to the Collateral Agent pursuant to the Security Agreement. Capitalized terms used, but not otherwise defined, herein shall have the respective meanings ascribed to such terms in the Assigned Agreement.2.Â Â Â Â The Contracting Party represents and warrants as of the date hereof as follows:(a)Â Â Â Â The Contracting Party is a corporation duly organized, validly existing and in good standing under the laws of Delaware, is authorized and qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure to qualify would have a material adverse effect on its financial condition, operations, prospects, taxes or business.(b)Â Â Â Â The Contracting Party is not in violation of any Applicable Law or judgment entered by any Governmental Instrumentality, which violations, individually or in the aggregate, would affect its performance of any obligations under this Consent or the Assigned Agreement in any material respect. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Instrumentality, now pending or (to the current actual knowledge of the Contracting Party) threatened against the Contracting Party that, if adversely determined, could reasonably be expected to have a material adverse effect on its ability to perform under this Consent or the Assigned Agreement.AA-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted version(c)Â Â Â Â The Contracting Party is the holder of all licenses, other than Ordinary Course Consents (as defined below), required to permit it to operate or conduct its business in Texas, and each other jurisdiction in which the nature of the business conducted by itAA-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementmakes such licenses necessary, now and as contemplated by the Assigned Agreement. No consent or approval of, or other action by or any notice to or filing with, any Governmental Instrumentality (except those previously obtained) was required in connection with the execution and delivery by the Contracting Party of the Assigned Agreement, or to the current actual knowledge of the Contracting Party, is required in connection with the execution and delivery of this Consent, or the performance of its obligations under this Consent. The Contracting Party has obtained all permits, licenses, approvals, consents and exemptions with respect to the performance of its obligations under the Assigned Agreement required by Applicable Law in effect as of the date hereof, except those permits, licenses, approvals, consents and exemptions that the Contracting Party is permitted to obtain in the ordinary course of business in the performance of its obligations under the Assigned Agreement (collectively, the â€œOrdinary Course Consentsâ€).(d)Â Â Â Â Neither the execution and delivery of this Consent and the Assigned Agreement by the Contracting Party, the consummation of the transactions herein contemplated by the Contracting Party, nor compliance with the terms and provisions hereof by the Contracting Party, will: (i)Â Â Â Â conflict with, result in a breach of or default under, or require any consent (other than consents already obtained and the Ordinary Course Consents) under: (A) the charter or by-laws

of the Contracting Party, (B) any Applicable Law,(C) any order, writ, injunction or decree of any court applicable to the Contracting Party, or (D) any agreement or instrument to which the Contracting Party is a party or by which it is bound or to which it or any of its property or assets is subject in any such case under this clause (i) that would result in a material adverse effect upon the ability of the Contracting Party to perform its obligations under this Consent and the Assigned Agreement; or(ii)Â Â Â Â result in the creation or imposition of (or the obligation to create or impose) any lien, security interest, charge or encumbrance upon any of the properties or assets of the Contracting Party.(e)Â Â Â Â The Contracting Party has all necessary power and authority to execute, deliver and perform its obligations under this Consent and the Assigned Agreement; the execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement have been duly authorized by all necessary action on its part; and this Consent and the Assigned Agreement have been duly and validly executed and delivered by the Contracting Party and each constitutes a legal, valid and binding obligation of the Contracting Party enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditorsâ€™ rights generally, and by general principles of equity. There are no existing amendments, modifications or supplements (whether by waiver, consent or otherwise) to the Assigned Agreement, either oral or written [placeholder for any planned or agreed change orders not executed prior to NTP].AA-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement(f)Â Â Â Â The Contracting Party is financially solvent, able to pay all debts as they mature and possesses sufficient working capital to complete the Work under the Assigned Agreement and perform its obligations hereunder.(g)Â Â Â Â To the Contracting Partyâ€™s current actual knowledge, the Borrower (a) has complied with all conditions precedent required to be complied with by or on behalf of the Borrower on or prior to the date hereof pursuant to the Assigned Agreement (or the Contracting Party has expressly waived in writing, or otherwise agreed in writing to a resolution of, any such conditions precedent) and (b) is not in default under any covenant or obligation of the Assigned Agreement and no such default has occurred prior to the date hereof.(h)Â Â Â Â The Contracting Party is not, to its current actual knowledge, in default under any covenant or obligation hereunder or under the Assigned Agreement and no such default has occurred prior to the date hereof. After giving effect to the pledge and assignment referred to in paragraph 1, and after giving effect to the consent to such pledge and assignment by the Contracting Party, to the current actual knowledge of the Contracting Party, (a) there exists no event or condition that would, either immediately or with the passage of time or giving of notice, or both, entitle the Contracting Party or the Borrower to terminate or suspend its obligations under the Assigned Agreement and (b) all amounts due under the Assigned Agreement as of the date hereof have been paid in full.(i)Â Â Â Â The Contracting Party affirms that it has no written notice or current actual knowledge of any pledge or assignment relative to the right, title and interest of the Borrower in, to and under the Assigned Agreement other than the pledge and assignment referred to in paragraph 1.3.Â Â Â Â (a)Â Â Â Â From and after the date hereof and unless and until the Contracting Party shall have received written notice from the Collateral Agent that the lien of the Security Agreement has been released in full and provided that an event of default by the Borrower shall have occurred and be continuing pursuant to the loan documents executed in connection with the Security Agreement, the Collateral Agent shall have the right, but not the obligation, to pay all sums due under the Assigned Agreement by the Borrower and to perform any other act, duty or obligation required of the Borrower thereunder (to the same extent as the Borrower has the right to perform any such other act, duty or obligation thereunder) at any time and, without limiting the generality of the foregoing, shall have the full right and power to enforce directly against the Contracting Party following written notice to the Contracting Party that the Collateral Agent is exercising such rights and remedies (subject to all of the Contracting Partyâ€™s defenses and other rights under the Assigned Agreement in accordance with the terms thereof) all obligations of the Contracting Party under the Assigned Agreement and otherwise to exercise all remedies thereunder and to make all demands and give all notices and make all requests required or permitted to be made by the Borrower under the Assigned Agreement, all in accordance with the terms thereof; provided that no such payment or AA-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementperformance shall be construed as an assumption by the Collateral Agent or any Senior Secured Party of any covenants,AA-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementagreements or obligations of the Borrower under or in respect of the Assigned Agreement, except to the extent the Assigned Agreement shall have been expressly assumed by the Collateral Agent pursuant to paragraph 5 hereof. Any action taken by the Collateral Agent pursuant to this paragraph 3(a) in accordance with the Security Agreement shall be binding on the Borrower. If the Contracting Party receives any demands, notices or requests made from the Collateral Agent in accordance with this paragraph 3(a) which are conflicting with that made by the Borrower, the Collateral Agentâ€™s demands, notices and requests shall control over those conflicting demands, notices or requests made by the Borrower.(b)Â Â Â Â The Contracting Party agrees that it will not terminate or suspend its obligations under the Assigned Agreement without giving the Collateral Agent concurrent notice with notice(s) provided the Borrower pursuant to the applicable provisions of the Assigned Agreement, and, in the case of the termination of obligations, an opportunity to cure as provided in paragraphs 3(c) and 3(d) below.(c)Â Â Â Â If (i) the Contracting Party is entitled to terminate the Assigned Agreement pursuant to the terms of such Assigned Agreement (â€œTermination Eventâ€), (ii) the Contracting Party desires to terminate its obligations under the Assigned Agreement, and(iii) notice(s) with respect to clauses (i) and (ii) shall have been provided to the Collateral Agent by the Contracting Party as provided in paragraph 3(b) above, then, and in any such case: the Collateral Agent may elect to exercise its right to cure by providing, within [***] ([***]) days after the receipt by it of the notices referred to in the preceding clause (iii), to the Contracting Party, written notice stating that the Collateral Agent has elected to exercise such right to cure (or cause to be cured), together with a written statement of the Collateral Agent that it will promptly commence to cure (or cause to be cured) all Termination Events susceptible of being cured (including, as appropriate, by the payment of money damages), and that it will, during the cure period, diligently attempt in good faith to complete (or cause to be completed) the curing of all such Termination Events to the reasonable satisfaction of the Contracting Party. If the Contracting Party is entitled to suspend performance of the Work for an event under [Section 16.4] of the Assigned Agreement (â€œSuspension Eventâ€), the Contracting Party may, provided that notice to the Collateral Agent shall have been provided to the Collateral Agent as provided in paragraph 3(b) above, suspend performance of the Work in accordance with the terms of the Assigned Agreement until such time as (a) the Borrower has cured the Suspension Event or (b) the Collateral Agent has cured (or caused to be cured) such Suspension Event in accordance with paragraph 3(d). The preceding sentence shall in no way limit any rights the Contracting Party may otherwise have to terminate the Assigned Agreement, subject to the other provisions of this Consent. Notwithstanding anything to the contrary in this paragraph 3(c), in no event shall this paragraph 3(c) be interpreted to change the Contracting Partyâ€™s rights to suspend performance of the Work under the Assigned Agreement or terminate the Assigned Agreement, except to the extent of the Collateral Agentâ€™s right to effect a cure in accordance with paragraph 3(c) for a Termination Event or Suspension Event and paragraph 3(d) for a Termination Event.AA-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement(d)Â Â Â Â The Collateral Agent shall have a period equal to [***] ([***]) days in the event of default in payment of undisputed amounts under the Assigned Agreement or [***] ([***]) days in other cases, after the delivery of the notice by the Collateral Agent referredAA-7RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementto in paragraph 3(c) in which to cure the Termination Event(s) specified in such notice; provided that if such cure of any non-payment default can only be effected through a foreclosure on the [Project (as defined in the Security Agreement)], then the Collateral Agent shall have such additional reasonable period of time as is necessary to effect such foreclosure and provided further that the Contracting Party shall have been provided assurances of payment and security for payment reasonably satisfactory to the Contracting Party. Notwithstanding the foregoing, no such cure of a payment shall be construed as an assumption by the Collateral Agent or any Senior Secured Party of any covenants, agreements or obligations of the Borrower under or in respect of the Assigned Agreement.(e)Â Â Â Â If, before the Collateral Agent shall have cured any Termination Event pursuant to paragraph 3(d), the Borrower shall have cured such Termination Event, the Contracting Party promptly shall provide the Collateral Agent with notice of such cure and the discontinuance of such Termination Event.(f)Â Â Â Â In the event any delay and incremental costs are due and payable to the Contracting Party under the terms of this Consent, the Contracting Party shall take, without prejudice to its rights under the Assigned Agreement for change relief, commercially reasonable steps necessary to mitigate such delay and incremental costs.4.Â Â Â Â (a)Â Â Â Â Notwithstanding any provision in the Assigned Agreement to the contrary, in the event of the rejection or termination of the Assigned Agreement by a receiver of the Borrower or otherwise pursuant to bankruptcy or insolvency proceedings, then the Contracting Party will enter into a new agreement with the Collateral Agent or, at the Collateral Agentâ€™s request, with the Collateral Agentâ€™s nominee, effective as of the date of such rejection, with substantially the same covenants, agreements, terms, provisions and limitations as are contained in such Assigned Agreement (such agreement, a â€œReplacement Agreementâ€); provided that the Collateral Agent shall have made a request to the Contracting Party for such Replacement Agreement within [***] ([***]) days in the event of default in payment of undisputed amounts under the Assigned Agreement or [***] ([***]) days, in each case, after the date the Collateral Agent receives notice from the Contracting Party of the rejection of the Assigned Agreement and provided further that the Contracting Party shall have been provided assurances of payment and security for payment reasonably satisfactory to the Contracting Party.(b)Â Â Â Â If the Collateral Agent or its nominee is prohibited by any process or injunction issued by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Borrower, from continuing the Assigned Agreement in place of the Borrower or from otherwise exercising any of its rights or remedies hereunder or under the Security Agreement in respect of the Assigned Agreement, then the times specified herein for the exercise by the Collateral Agent of any right or benefit granted to it hereunder (including without limitation the time period for the exercise of any cure rights granted hereunder) shall be extended for the period of such prohibition; provided that the Collateral Agent is diligently pursuing such rights or remedies (to the extent AA-8RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementpermitted) in such bankruptcy or insolvency proceeding or otherwise and provided further that theAA-9RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementContracting Party shall have been provided assurances of payment and security for payment reasonably satisfactory to the Contracting Party.5.Â Â Â Â If the Senior Secured Parties declare that an event of default has occurred and is continuing pursuant to the loan documents executed in connection with the Security Agreement or the Senior Secured Parties otherwise give notice to the Borrower that they refuse to fund a draw or payment under such loan documents, the Borrower shall provide the Contracting Party with notice of such declaration or refusal within [***] ([***]) Business Days after the Borrowerâ€™s receipt of notice of such declaration or notice; provided, however, that such notice shall not grant Contracting Party a right to suspend performance of the Assigned Agreement before any of the conditions set forth in Section 16.4 of the Assigned Agreement thereof have been satisfied or waived. Provided that an event of default by the Borrower shall have occurred and be continuing pursuant to the loan documents executed in connection with the Security Agreement, the Contracting Party agrees that the Collateral Agent may (but shall not be obligated to) pursuant to the terms of the Security Agreement assume, or cause any purchaser at any foreclosure sale or any assignee or transferee under any instrument of assignment or transfer in lieu of foreclosure to assume, all of the interests, rights and all of the obligations of the Borrower thereafter arising under the Assigned Agreement, provided that as conditions precedent to or concurrent with any such assignment or transfer, (a) the Collateral Agent shall have made or caused to be made payment to the Contracting Party of all sums due hereunder or the Assigned Agreement and, subject to paragraph 3(f) hereof, all reasonable delay and incremental costs incurred by the Contracting Party during the period of time preceding the assignment or transfer, and (b) the assuming party shall have executed an agreement in writing to be bound by and to assume all of the obligations to the Contracting Party arising or accruing thereunder from and after the date of such assumption, and shall have provided the Contracting Party with assurances of future payment and security for future payment reasonably satisfactory to the Contracting Party. If the interests, rights and obligations of the Borrower in the Assigned Agreement shall be assumed, sold or transferred as provided herein, then the Contracting Party shall continue to perform its obligations under such Assigned Agreement in favor of the assuming party as if such party had thereafter been named as the Borrower under such Assigned Agreement, provided that if the Collateral Agent (or any entity acting on behalf of the Collateral Agent or any of the other Senior Secured Parties) or such assuming party, as applicable, assumes the Assigned Agreement as provided above, such party shall not be liable for the performance of the obligations thereunder except to the extent of all of its rights, title, and interest in and to the [Project (as defined in the Security Agreement)]. Notwithstanding any such assumption or disposition by the Collateral Agent, a purchaser, an assignee or a transferee, the Borrower shall not be released or discharged from and shall remain liable for any and all of its obligations to the Contracting Party arising or accruing under such Assigned Agreement prior to such assumption and the Contracting Party retains all rights under such Assigned Agreement relating to any breach thereof by the Borrower or the assuming party.6.Â Â Â Â Â Â Â Â The Contracting Party shall make all payments due to the Borrower under the Assigned Agreement to [Â Â Â Â], acting as the [Accounts Bank (as defined in the Security Agreement)] (i) if to the [Pre-Completion Revenue Account], to Account Name: [Rio Grande LNG Train 4 LLC â€“ Pre-Completion Revenue Account], Account No.: [Â Â Â Â Â Â Â Â Â], ABA No.: [Â Â Â Â], SWIFT/BIC: [Â Â Â Â Â Â Â Â] or (ii) if to the [Revenue Account, to Account Name: [Rio AA-10RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementGrande LNG Train 4 LLC â€“ Revenue Account], Account No.: [Â Â Â Â], ABA No.: [Â Â Â Â], SWIFT/BIC: [Â Â Â Â Â Â Â Â], or to such other account as the Collateral Agent may from time to timeAA-11RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementspecify in writing to the Contracting Party.1 All parties hereto agree that each payment by the Contracting Party to the Accounts Bank of amounts due to the Borrower from the Contracting Party under the Assigned Agreement shall satisfy the Contracting Partyâ€™s corresponding payment obligation under the Assigned Agreement.7.Â Â Â Â In connection with any Change Order with a value above [***] U.S. Dollars (US$ [***]), the Borrower shall provide the Contracting Party with a duly executed certificate of an authorized officer of the Borrower that such amendment, modification or Change Order, as applicable, is (i) permitted under the loan documents executed in connection with the Security Agreement or (ii) permitted on the basis of the prior written consent of the Collateral Agent obtained by the Borrower. The Contracting Party may rely on such certificate and may waive the requirement of a certificate with respect to Change Orders. Nothing herein shall prejudice the Contracting Partyâ€™s right to a Change Order under the Assigned Agreement.8.Â Â Â Â The Contracting Party shall deliver to the Collateral Agent concurrently with the delivery thereof to the Borrower, a copy of the following items if and when provided by the Contracting Party to the Borrower pursuant to the Assigned Agreement: (a) notification prior to cancellation, non-renewal or a material change in the insurance coverage required under the terms of the Assigned Agreement; (b) notification of termination; (c) notification of suspension of all of the Work; (d) notification of default by the Borrower; (e) notification of claims, demands, actions or causes of actions asserted against the Contracting Party for which the Borrower has indemnification obligations; and (f) notification of request for arbitration.9.Â Â Â Â The Contracting Party shall provide to the Collateral Agent any information or documentation as reasonably requested by the Collateral Agent in connection with the financing of the Borrowerâ€™s obligations under the Assigned Agreement including, without limitation, the following: (a) an opinion of counsel of the Contracting Party customary for a project financing with respect to the authorization, execution, delivery and enforceability, and other similar issues, of the Assigned Agreement and this Consent; (b) a certificate of an authorized officer of the Contracting Party certifying that (i) all amounts due and payable under the Assigned Agreement have been paid other than those amounts payable in respect of the current invoice and (ii) no event or condition exists to the Contracting Partyâ€™s current actual knowledge which constitutes a default by the Borrower under the Assigned Agreement; and (c) a copy of a certificate of good standing of, and payment of franchise taxes by, the Contracting Party issued by the Secretary of State of Delaware.10.Â Â Â Â Notice to any party hereto shall be deemed to be delivered on the earlier of: (a) the date of personal delivery, (b) if deposited in a United States Postal Service depository, postage prepaid, registered or certified mail, return receipt requested, addressed to such party at the address indicated below (or at such other address as such party may have theretofore specified by written notice delivered in accordance herewith), upon delivery or refusal to accept delivery, in each case as evidenced by the return receipt and (c) if sent by email, upon (i) confirmation of receipt provided by the delivering partyâ€™s email application or (ii) a confirmatory email from the addressee (which shall be delivered promptly by the addressee if so requested by the delivering party):AA-12RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement1Â Â Â Â NTD: Account information to be updated when information is available.AA-13RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementThe Collateral Agent:[Â Â Â Â][Â Â Â Â]Attention: [Â Â Â Â Â Â Â Â] Phone: [Â Â Â Â]Email: [Â Â Â Â] The Borrower:Rio Grande LNG Train 4, LLC 1000 Louisiana Street, Suite 3300Houston, Texas 77002 United States of AmericaAttention: [***] Email: [***]With a copy (which shall not constitute notice) to: Rio Grande LNG Train 4, LLC1000 Louisiana Street, Suite 3300Houston, Texas 77002 United States of America Attention: General CounselEmail: corporatesecretary@next-decade.com The Contracting Party:Bechtel Energy Inc.2105 CityWest Pl.Houston, Texas 77042 Attn: [***]Email: [***]With a copy (which shall not constitute notice) to: Bechtel Energy Inc.2105 CityWest Pl.Houston, Texas 77042 Attn: Principal CounselAA-14RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement11.Â Â Â Â This Consent shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Contracting Party, the Borrower, the Collateral Agent and the Senior Secured Parties (provided, however, that the Contracting Party shall not assign or transfer it rights hereunder without the prior written consent of the Collateral Agent).AA-15RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement12.Â Â Â Â This Consent may be executed in one or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. This Consent shall become effective at such time as the Collateral Agent shall have received counterparts hereof signed by all of the intended parties hereto. Neither this Consent nor any of the terms hereof may

be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Contracting Party, the Borrower and the Collateral Agent.13.Â Â Â Â For purposes of this Consent, the term â€œdayâ€ or â€œdaysâ€ shall mean calendar days unless otherwise defined herein.14.Â Â Â Â No failure on the part of any party or any of its agents to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege hereunder shall operate as a waiver thereof (subject to any statute of limitations), and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right power or privilege.15.Â Â Â Â If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.16.Â Â Â Â The agreements of the parties hereto are solely for the benefit of the Contracting Party, the Borrower, the Collateral Agent and the Senior Secured Parties, and no Person (other than the parties hereto and the Senior Secured Parties and their successors and assigns permitted hereunder) shall have any rights hereunder.17.Â Â Â Â This Consent shall terminate upon the earlier of (a) the indefeasible payment in full of all amounts owed under any financing documents executed in connection with the Security Agreement and (b) the termination of the Assigned Agreement in accordance with its terms.18.Â Â Â Â THIS CONSENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THEREOF OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. THE CONTRACTING PARTY, THE COLLATERAL AGENT AND THE BORROWER HEREBY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONSENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT FOR DISPUTES ARISING OUT OF OR RELATING TO THE ASSIGNED AGREEMENT WHICH WILL CONTINUE TO BE GOVERNED EXCLUSIVELY BY [ARTICLE 18] OF THE ASSIGNED AGREEMENT. THE CONTRACTING PARTY, THE COLLATERAL AGENT AND THE BORROWER AA-16RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementIRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THEAA-17RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementVENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.19.Â Â Â Â EACH OF THE CONTRACTING PARTY, THE COLLATERAL AGENT AND THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONSENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.20.Â Â Â Â NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, NONE OF THE CONTRACTING PARTY, THE COLLATERAL AGENT, NOR THE BORROWER, SHALL BE LIABLE UNDER THIS CONSENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, OR LOSS OF PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF REVENUES, LOSS OF FINANCING, LOSS OR INCREASE OF BONDING CAPACITY, COSTS OF OBTAINING OR MAINTAINING FINANCING, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, OR DAMAGES OR LOSSES FOR PRINCIPAL OFFICE EXPENSES INCLUDING COMPENSATION OF PERSONNEL STATIONED THERE (â€œCONSEQUENTIAL DAMAGESâ€), AND THE CONTRACTING PARTY, THE COLLATERAL AGENT, AND THE BORROWER DO HEREBY RELEASE EACH OTHER FROM ANY LIABILITY FOR SUCH LOSSES AND DAMAGES; PROVIDED THAT THE EXCLUSION OF LIABILITY SET FORTH IN THIS SECTION IS NOT INTENDED TO PRECLUDE RECOVERIES AS PERMITTED PURSUANT TO [SECTION 20.4] OF THE ASSIGNED AGREEMENT WITH RESPECT TO OBLIGATIONS UNDER THE ASSIGNED AGREEMENT ONLY.21.Â Â Â Â The Contracting Party hereby acknowledges that the Borrower may, from time to time during the term of the Assigned Agreement, refinance the indebtedness incurred under the [Senior Secured Credit Documents (as defined in the Security Agreement)] pursuant to another bank financing, an institutional financing, a capital markets financing, a lease financing or any other combination thereof or other form of financing. In connection with any such refinancing, the Contracting Party hereby consents to any collateral assignment or other assignment of the Assigned Agreement in connection therewith and agrees that the terms and provisions of this Consent shall apply with respect to such assignment and shall inure to the benefit of the parties providing such refinancing. In furtherance of the foregoing, the Contracting Party agrees that(a) references in this Consent to the â€œCollateral Agentâ€ and the â€œSenior Secured Partiesâ€ shall be deemed to be references to the applicable financing parties providing such refinancing and their agents in connection therewith, (b) references in this Consent to the â€œSecurity Agreementâ€ shall be deemed to be references to the corresponding agreements entered into in connection with such refinancing, and (c) if requested by the Borrower, it shall enter into a new consent, in the same form of this Consent with minor, conforming edits only, in favor of the parties providing such refinancing. Notwithstanding the foregoing, this Consent shall inure to the benefit of the AA-18RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementCollateral Agent until the Contracting Party has received written confirmation of payment in full of allAA-19RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementamounts owed under any financing documents executed in connection with the Security Agreement.[Signature pages follow]AA-20RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementIN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent as of the day and year first above written.CONTRACTING PARTY BECHTEL ENERGY INC.By: Â Â Â Â Name:Title:COLLATERAL AGENT[Â Â Â Â]By: Â Â Â Â Name:Title:Signature Page to Acknowledgement and Consent Agreement (TRAIN 4 EPC Contract)AA-21RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementACKNOWLEDGED and AGREEDBORROWERRIO GRANDE LNG TRAIN 4, LLCBy: Â Â Â Â Name:Title:RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSignature Page to Acknowledgement and Consent Agreement (TRAIN 4 EPC Contract)AA-13RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT BB RELY UPON INFORMATIONThe following information shall be Rely Upon Information for the purposes of the Agreement:[***]Unless expressly referenced above, no other data, information or documentation shall be Rely Upon Information.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionBB-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionATTACHMENT CC NOT USEDRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionCC-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT DDLIST OF EQUIPMENT AND TEXAS DIRECT PAY EXEMPTION CERTIFICATEContractor shall assist Owner on an ongoing basis to refine this Attachment DD.[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionDD-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionATTACHMENT EE NOT USEDRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementExecution versionEE-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted version[***]ATTACHMENT FFRELIEF FOR CHANGES IN U.S. TARIFFS AND DUTIESRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT GG ADDITIONAL WORK OPTIONSAt Ownerâ€™s sole discretion at any time prior to the [***] days after NTP, Owner may elect to have Contractor perform the following work for the corresponding amount set forth in Attachment C:Â Â Â Â Tug Berth ExpansionThe Additional Work Option is set out in more detail in Schedule A-1 (Scope of Work). Any Additional Work Option that Owner elects for Contractor to perform shall become part of the Work. Contractor shall only perform an Additional Work Option pursuant to the requirements of Article 6 of the Agreement.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementGG-1Redacted versionATTACHMENT HHLIST OF POST-SUBSTANTIAL COMPLETION INTERFERING WORKThe table below identifies Work to be undertaken for Train 4, after Substantial Completion of Train 1, Train 2, and Train 3 that may interfere with the commercial operation of Train 1, Train 2 or Train 3. Contractor shall perform such interfering Work as specified in Section 3.27 of the Agreement.[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementÂ Â Â Â HH-1Redacted versionATTACHMENT IICONTRACTORâ€™S COVID-19 COUNTERMEASURES, MEANS, AND METHODS AND PROVISIONAL SUM1.0Â Â Â Â Generala.Â Â Â Â During the course of the Work, Contractor (or its appliable Subcontractors or Sub- subcontractors) may be required to implement COVID-19 Countermeasures to address COVID-19 (including the occurrence of a COVID-19 Event).b.Â Â Â Â Contractor has set forth in Schedule II-1 and Schedule II-2 a list of all contemplated COVID-19 Countermeasures with applicable indicative rates.c.Â Â Â Â Owner shall pay Contractor for implementation of the COVID-19 Countermeasures in accordance with the Agreement and this Attachment II. A basis (â€œBasisâ€) of each COVID- 19 Countermeasure is listed in the following tables. The Basis further defines the COVID-19 Countermeasure and describes any limitations associated with such COVID-19 Countermeasure. If examples are provided in the Basis of the COVID-19 Countermeasure, then the application of the COVID-19 Countermeasure is limited to those items. The Basis shall be items of the same quality and condition as required for the Work, and where the Basis includes an item required for the Work, then the Basis is an identical version of that very same item (i.e., an additional office trailer is identical to the office trailers, except as otherwise specified in the Basis).d.Â Â Â Â The initial COVID-19 Provisional Sum is [***] U.S. Dollars (U.S.$ [***]) for the COVID- 19 Countermeasures in Schedule II-1 and Schedule II-2. However, the anticipated costs are set out in each of Schedule II-1 and Schedule II-2, which costs are indicative only. These costs for the provision of the COVID-19 Countermeasures are for the durations specified in each of Schedule II-1 and Schedule II-2. Owner shall pay Contractor for all costs incurred as a result of COVID-19 in accordance with Section 6.12 of the Agreement.e.Â Â Â Â Unless otherwise specified, it is presumed that the cost of any additional personnel listed in Schedules II-1 or II-2 will be based on those personnel working [***] ([***]) hours per week or per Project policy requirement.2.0Â Â Â Â Invoicing and Paymenta.Â Â Â Â The rates in Columns C, D, E, and F (as applicable) in Schedule II-1 and Schedule II-2 are Contractorâ€™s best estimate of the costs that will be incurred and will be reconciled in accordance with the Agreement based on the actual costs and expenses incurred by Contractor and demonstrated to Owner. These estimates were derived by Contractor by evaluating the costs included by Contractor in the Contract Price for the same or similar supply.b.Â Â Â Â Contractor shall include in its Monthly Invoice all amounts properly due and owing for costs and expenses incurred in accordance with this Attachment II during the prior Month.c.Â Â Â Â Each Invoice shall be due and payable in accordance with Article 7 of the Agreement.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementII-1Schedule II-1[***]II-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSCHEDULE II-2[***]II-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionATTACHMENT JJPROVISIONAL SUMSThe Aggregate Provisional Sum consists of the Provisional Sums as follows:Provisional SumProvisional Sum Amount (U.S.$)[***][***][***][***][***][***][***][***][***][***][***]With respect to all Provisional Sums, Contractor shall provide backup documentation, as applicable, upon Ownerâ€™s request to reasonably substantiate any costs incurred related to such Provisional Sums. For Provisional Sum Work, Contractor is entitled to actual costs incurred plus a [***] percent ([***]%) markup (and no additional markups or amounts included, including no markup for escalation or contingency). Upon adjustment of the Contract Price pursuant to this Attachment JJ, the Aggregate Provisional Sum shall also be adjusted to reflect any Provisional Sums adjustments that have occurred by mutually agreed Change Order.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementJJ-1[***]JJ-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementRedacted versionRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementKK-1[***]ATTACHMENT KK COMMODITY PRICE RISE AND FALLRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementKK-1APPENDIX 1COMMODITY PRICE RISE AND FALL PAYMENT CALCULATIONS[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementKK-2Redacted versionATTACHMENT LLHIGH VALUE ORDER TRUE UP1.Â Â Â Â Definitions.This Attachment LL uses the following definitions:â€œChange In HVO Scheduleâ€ is calculated by subtracting the Original HVO Schedule from the Updated HVO Schedule, but such subtraction shall not be performed until Contractor removes from such Updated HVO Schedule any impacts (if any) that are a result of a change in Subcontractorâ€™s scope, design, quantities, specifications or terms and conditions (but for the avoidance of doubt, excluding any changes made by Owner via a Change Order).â€œChange In HVO Valueâ€ is calculated by subtracting the Original HVO Quote from the Updated HVO Quote, but such subtraction shall not be performed until Contractor removes from such Updated HVO Quote any impacts (if any) that are a result of a change in Subcontractorâ€™s scope, design, quantities, specifications or terms and conditions (but for the avoidance of doubt, excluding any changes made by Owner via a Change Order).â€œHigh Value Orderâ€ or â€œHVOâ€ means specific material requisitions, as outlined in Schedule LL- 1.â€œHigh Value Order Equipmentâ€ means Equipment procured under a Subcontract for a High Value Order.â€œHigh Value Order Subcontractorsâ€ or â€œHVO Subcontractorsâ€ are the Subcontractors listed in Schedule LL-1 for the procurement of the High Value Order Equipment.â€œOriginal Combined HVO Quoteâ€ means the quote for the High Value Order Equipment for the applicable High Value Order that was received by Contractor prior to the Effective Date and which the Contract Price and Key Dates are based upon, which includes the Original HVO Quote and the Original HVO Schedule.â€œOriginal HVO Quoteâ€ means the Subcontractorâ€™s quote for the High Value Order Equipment for the applicable High Value Order that was received by Contractor prior to the Effective Date and which the Contract Price is based upon.â€œOriginal HVO Scheduleâ€ means the Subcontractorâ€™s schedule for the High Value Order Equipment for the applicable High Value Order that was received by Contractor prior to the Effective Date and which the Key Dates are based upon.â€œUpdated Combined HVO Quoteâ€ means the quote received by Contractor from the Subcontractor that is requested by Owner and received and submitted by Contractor to Owner pursuant to Section 2 below, which contains the Updated HVO Quote and the Updated HVO Schedule and which is binding and valid for the period described in Section 2 below.â€œUpdated HVO Quoteâ€ means the price received by Contractor from the Subcontractor that is requested by Owner and received and submitted by Contractor to Owner pursuant to Section 2 below, which is binding and valid for the period described in Section 2 below.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-1â€œUpdated HVO Scheduleâ€ means the schedule received by Contractor from the Subcontractor that is requested by Owner and received and submitted by Contractor to Owner pursuant to Section 2 below, which is binding and valid for the period described in Section 2 below.2.Â Â Â Â High Value Order True Up ProcedureEach High Value Order has an Original Combined HVO Quote that contains the Original HVO Quote and Original HVO Schedule on which the Contract Price and Key Dates are based.Upon Ownerâ€™s written request between the [***] and NTP (or after NTP, but no later than [***] ([***]) Days before Contractor needs to subcontract with a HVO Subcontractor to maintain Contractorâ€™s schedule), Contractor shall require Updated Combined HVO Quotes from each of the Category A, B and C HVO Subcontractors requested by Owner (other than Capital Spare Parts). Contractor shall receive such Updated HVO Quotes from each such HVO Subcontractor and submit such Updated Combined HVO Quotes to Owner (which shall include the information required below) no later than [***] ([***]) Days after Ownerâ€™s written request. Contractor shall ensure that such Updated Combined HVO Quotes has a price (Updated HVO Quote) and schedule (Updated HVO Schedule) that is fixed and valid for the period commencing upon [***] ([***]) Days after such written request and ending no earlier than [***] ([***]) Days after such written request. If Owner issues NTP at any time during such validity period, Contractor shall not be entitled to any further changes to the Contract Price or Key Dates for the HVOs that are the subject of Ownerâ€™s written request (but for the avoidance of doubt, excluding any changes made by Owner via a Change Order). Notwithstanding the foregoing, Contractor shall endeavor that the Category C ABB Subcontractors Updated Combined HVO Quote is binding and valid for the period commencing upon [***] ([***]) Days after Ownerâ€™s written request and ending no earlier than [***] ([***]) Days after such Ownerâ€™s written request, but at a minimum such validity period shall commence upon [***] ([***]) Days after such Ownerâ€™s request and end no earlier than [***] ([***]) Days after such Ownerâ€™s written request. It is the intent of the Parties that Owner will make only one such request to Contractor, with the intent of Owner to time such request so that NTP is issued during the validity period of the Updated Combined HVO Quotes; however, the Parties recognize that additional requests may need to be made by Owner if it miscalculates the anticipated timing of NTP or Owner decides to defer firming up a particular High Value Order (but in all cases not deferring the firming up of such High Value Order to such extent after NTP that Contractor cannot maintain its schedule).Contractor shall submit to Owner a letter in the form of Schedule LL-2 (â€œHVO Proposal Letterâ€) that contains all Updated Combined HVO Quotes requested by Owner. Such HVO Proposal Letter shall include each such Subcontractorâ€™s Updated HVO Quote and Updated HVO Schedule and the information described below. The HVO Proposal Letter shall be received by Owner no later than [***] ([***]) Days after Ownerâ€™s written request. The Contract Price and Key Dates are only subject to adjustment for changes due to fluctuations in market conditions after the date of the respective Original Combined HVO Quote, as shown in Schedule LL-1. For the avoidance of doubt, Contractor shall receive no adjustments to the Contract Price or Guaranteed Dates to the extent the Updated HVO Quote and Updated HVO Schedule includes impacts related to any changes in a Subcontractorâ€™s scope, design, quantities, specifications or terms and conditions (but for the avoidance of doubt, excluding any changes made by Owner via a Change Order), and any adjustments related to the foregoing matters shall be for Contractorâ€™s account and not passed onto Owner. With each Updated Combined HVO Quote, Contractor shall provide to Owner the Original Combined HVO Quote (including the Original HVO Quote and Original HVO Schedule) for each High Value Order Subcontractor, and the Updated Combined HVO RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-2Quote (including the Updated HVO Quote and Updated HVO Schedule). If there is no Original Combined HVO Quote, Contractor shall indicate theRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-2amount estimated for the relevant High Value Order Equipment prior to the Effective Date, included in Schedule LL-1 or, in the case of Capital Spare Parts, in Attachment W. If Ownerâ€™s elects to proceed with the commitment of an HVO, then Owner shall request such at any time after receiving an HVO Proposal Letter and during the validity period described in this Section 2, and the Parties shall execute a Change Order in accordance with the Agreement as follows (and such Change Order shall also include any

impacts to the Key Dates pursuant to Section 3 below). No adjustment to Contract Price shall occur as a result of the procedures in Schedule LL-1 unless Owner makes such commitment request. Owner may further audit the Updated Combined HVO Quote in accordance with Section 3.13B of the Agreement provided that such audit shall be conducted no later than [***] ([***]) Business Days after Ownerâ€™s written notice thereof.i.Â Â Â Â With respect to all HVOs that Owner desires to firm up price and schedule, if the cumulative aggregate Change in HVO Value for all such HVOs is negative (i.e., cumulative aggregate Order HVO Quotes is less than the cumulative aggregate Original HVO Quotes), Owner shall be entitled to a Change Order reducing the Contract Price by the sum of such difference and [***] percent ([***]%) of such difference; orii.Â Â Â Â With respect to all HVOs that Owner desires to firm up price and schedule, if the cumulative aggregate Change in HVO Value for all such HVOs is positive (i.e., cumulative aggregate Order HVO Quotes is greater than the cumulative aggregate Original HVO Quotes), Contractor shall be entitled to a Change Order increasing the Contract Price by the sum of such difference and [***] percent ([***]%) of such difference.3.Â Â Â Â High Value Order True Up â€“ Change In HVO Schedulei.Â Â Â Â Category A High Value Orders. For any High Value Order listed in Category A below, if there is a Change in HVO Schedule such that the High Value Order Equipment will be delivered later than the Original HVO Schedule, then if Owner desires to firm up the price and schedule, Contractor shall be entitled to a Change Order adjusting the Key Dates to the extent permitted in Section 6.8 of the Agreement, but only after taking into account the impact of all Change in HVO Schedules under the Updated Combined HVO Quotes for the High Value Order Equipment for which Owner desires to firm up price and schedule.ii.Â Â Â Â Category B High Value Orders. For any High Value Order listed in Category B below, if there is a Change in HVO Schedule such that the High Value Order Equipment will be delivered later than the Original HVO Schedule by greater than [***] ([***]) Months, then if Owner desires to firm up the price and schedule, Contractor shall be entitled to a Change Order adjusting the Key Dates to the extent permitted in Section 6.8 of the Agreement but only after taking into account the impact of all Change in HVO Schedules under the Updated Combined HVO Quotes for the High Value Order Equipment for which Owner desires to firm up price and schedule.iii.Â Â Â Â Category C High Value Orders. For the High Value Orders listed in Category C below, Contractor shall not be entitled to a Change Order adjusting the Contract Price or Key Dates for changes in the schedule of such Subcontracts.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-34.Â Â Â Â Change in HVO SubcontractorRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-4Subject to Section 2.4B of the Agreement, Contractor may select an alternate Subcontractor for any HVO to be procured from ABB or Hitachi or stainless steel and cladded vessels, but only if Contractor holds a competitive bid between the alternate Subcontractor and the Subcontractor listed in this Attachment LL and Contractor notifies Owner of such alternate Subcontractor before bidding, and the selected Subcontractor bid shall be deemed to be the Updated Combined HVO Quote for the purposes of this Attachment LL. Contractor shall select the Subcontractor with the lowest price, as long as the schedule for such Subcontractor is compatible with Contractorâ€™s schedule and the Subcontractor is technically acceptable to Contractor. For the avoidance of doubt, if Contractor selects an alternate Subcontractor for such HVO due to the original HVO Subcontractor not providing a schedule compatible with Contractorâ€™s schedule or such original HVO Subcontractor declining to bid, then this Attachment LL shall apply to the alternate Subcontractor, with the alternate Subcontractorâ€™s quote deemed to be the Updated Combined HVO Quote of the applicable High Value Order Subcontractor.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-5SCHEDULE LL-1High Value Orders â€“ Category A[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-6High Value Orders â€“ Category B[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-7High Value Orders â€“ Category C[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-8SCHEDULE LL-2FORM OF HVO PROPOSAL LETTER FROM CONTRACTOR[Letter to be Placed on Contractorâ€™s Letterhead]Â Â Â Â , 20[ ]Rio Grande LNG Train 4, LLC 1000 Louisiana Street, Suite 3300Houston, Texas 77002 Attn: [***]RE: HVO Proposal Letter for [All HVO Subcontractors] [Note: if not for all HVO Subcontractors, list only those applicable HVO Subcontractors]Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 4 for the Rio Grande Natural Gas Liquefaction Facility, dated [Month, Day, Year] (â€œAgreementâ€)Dear Rio Grande LNG Train 4, LLCPursuant to the request of Rio Grande LNG Train 4, LLC (â€œOwnerâ€), Bechtel Energy Inc. (â€œContractorâ€) is providing this HVO Proposal Letter for all High Value Order Equipment requested in Ownerâ€™s notice to Contractor for the Agreement. This HVO Proposal Letter has been prepared in accordance with Agreement, including Attachment LL.RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-9Table 1, attached to this letter, shows the information provided by each High Value Order Subcontractor for each such High Value Order Equipment requested in Ownerâ€™s notice to Contractor, as well as information completed by Contractor. Contractor has attached to this letter the HVO ProposalRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-10Letter from each such High Value Order Subcontractor, each of which was completed in accordance with Schedule LL-3 of the Agreement. The validity of each Updated Combined HVO Quote is shown in Table 1. Also attached to this letter is the Original Combined HVO Quote (including the Original HVO Quote and Original HVO Schedule) for each High Value Order Subcontractor, and the Updated Combined HVO Quote (including the Updated HVO Quote and Updated HVO Schedule). If there is no Original Combined HVO Quote, Contractor shall indicate the amount estimated for the relevant High Value Order Equipment at the Amended and Restated Execution Date, included in Table 1. If there is no Original Combined HVO Quote, Schedule LL-3 shall be amended to refer only to the Updated Combined HVO Quote and all references to the Original Combined HVO Quote shall be deleted.As reflected in Table 1, the cumulative adjustment in the Contract Price as a result of the Change in HVO Prices for all High Value Order Equipment shown in Table 1 is [a decrease of U.S.$Â Â Â Â] [an increase of U.S.$Â Â Â Â]. Contractor confirms that the Change in HVO Prices does not include any impacts that are the result of a change in the scope, design, quantities, specifications or terms and conditions for any High Value Order Subcontractor.The Change in HVO Schedule (if any) for each High Value Order Equipment in Table 1 is shown in Table 1. Contractor confirms that the Change in HVO Schedule does not include any impacts that are the result of a change in the scope, design, quantities, specifications or terms and conditions for any High Value Order Subcontractor. To the extent there was any Change in HVO Schedule for any High Value Order Equipment, Contractor states that it has evaluated such Change in HVO Schedule and determined, in accordance with the Agreement, that there [is no change to any of the Key Dates] [is a change to the Key Dates, as follows: Â Â Â Â]. [Attached to this letter is the information required under the Agreement that supports Contractorâ€™s claim for an adjustment to the Key Dates.]Based on the foregoing, if Owner provides notice to Contractor, no later than [Â Â Â Â Â Â Â Â , 20], that it elects to fix the price and schedule for High Value Order Equipment, the Contract Price for the Agreement will [decrease U.S.$Â Â Â Â Â Â Â Â] [increase U.S.$Â Â Â Â] and the Key Dates for the Agreement [will not change] [will change as follows: Â Â Â Â]. Upon receipt of such notice by Contractor, the Parties will promptly execute a Change Order reflecting such adjustments in the Contract Price and Key Dates for the Agreement.This HVO Proposal Letter is provided and executed by an authorized representative of ContractorSincerely,RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-11Name: Â Â Â Â Title: Â Â Â Â Date: Â Â Â Â cc:Â Â Â Â [***], Rio Grande LNG Train 4, LLC, 1000 Louisiana Street, Suite 3300, Houston, TX 77002Attachments:Â Â Â Â Table 1Â Â Â Â HVO Proposal Letters from each High Value Order SubcontractorÂ Â Â Â Original Combined HVO Quote from each High Value Order SubcontractorÂ Â Â Â The Updated Combined HVO Quote from each High Value Order SubcontractorRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-12Table 1High Value Orders â€“ Category A[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-13High Value Orders â€“ Category B[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-14High Value Orders â€“ Category C[***]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-15SCHEDULE LL-3FORM OF HVO PROPOSAL LETTER FROM SUBCONTRACTORS[Letter to be Placed on Subcontractor Letterhead]Â Â Â Â , 20[ ]Rio Grande LNG Train 4, LLC 1000 Louisiana Street, Suite 3300Houston, Texas 77002 Attn: [***]RE: Rio Grande Natural Gas Liquefaction Facility â€“ High Value True Up for [insert name of Equipment] EquipmentDear Rio Grande LNG Train 4, LLCPursuant to Bechtel Energy Inc.â€™s (â€œContractorâ€) request, we, [insert Subcontractor name] (â€œHigh Value Order Subcontractorâ€) are providing this notification to Rio Grande LNG Train 4, LLC (â€œOwnerâ€) for that certain [describe the Equipment] Equipment (â€œHigh Value Order Equipmentâ€).On [Â Â Â Â , Year], we provided a quote (â€œOriginal Combined HVO Quoteâ€) to Contractor for the High Value Order Equipment, pursuant to [quote Â Â Â Â], which was binding until[Â Â Â Â] Year (â€Original Binding Periodâ€). Such Original Combined HVO Quote contained:Â Â Â Â a quote of [U.S.$Â Â Â Â] (â€œOriginal HVO Quoteâ€); andÂ Â Â Â a schedule for delivery of such High Value Order Equipment (â€œOriginal HVO Scheduleâ€), as follows:oÂ Â Â Â [Insert schedule here]On [Â Â Â Â , 20[ ]], at Contractorâ€™s request, we updated our Original Combined HVO Quote (â€œUpdated Combined HVO Quoteâ€) and provided such Updated Combined HVO Quote to Contractor. Our Updated Combined HVO Quote is comprised of the following:Â Â Â Â a quote of [U.S.$Â Â Â Â] (â€œUpdated HVO Quoteâ€);Â Â Â Â a schedule for delivery of such High Value Order Equipment (â€œUpdated HVO Scheduleâ€), as follows:oÂ Â Â Â [insert schedule here]RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-16Â Â Â Â With the Updated Combined HVO Quote being binding and irrevocable on High Value Order Subcontractor from [Â Â Â Â 20[ ]] through and including [Â Â Â Â , 20] (â€œUpdated Binding Periodâ€).Accordingly, High Value Order Subcontractor represents to Owner and Contractor:Â Â Â Â The difference between the Updated HVO Quote and the Original HVO Quote is: [U.S.$Â Â Â Â].oÂ Â Â Â Such difference does not include any impacts related to any changes in High Value Order Subcontractorâ€™s scope, design, quantities, specifications or terms and conditionsÂ Â Â Â The difference, if any, between the Updated Original HVO Schedule and the Original HVO Schedule is as follows: [Â Â Â Â].oÂ Â Â Â Such difference does not include impacts related to any changes in the High Value Order Subcontractorâ€™s scope, design, quantities, specifications or terms and conditions.Â Â Â Â If a framework agreement or similar agreement is currently in place between Owner or its affiliate and High Value Order Subcontractor or its affiliates, such Original Combined HVO Order and Updated Combined HVO Order are in compliance with such agreements.This notice is provided and executed by an authorized representative of the High Value Order Subcontractor.Sincerely,Name: Â Â Â Â Title: Â Â Â Â Date: Â Â Â Â cc:Â Â Â Â [***], Rio Grande LNG Train 4, LLC, 1000 Louisiana Street, Suite 3300, Houston, TX 77002 [Â Â Â Â], Bechtel Energy Inc., 2105 CityWest Boulevard, Houston, TX 77042[***], Bechtel Energy Inc., 2105 CityWest Boulevard, Houston, TX 77042RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementLL-17Redacted versionATTACHMENT MMPHASE 1 EPC AGREEMENTS AMENDMENTSRGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementMM-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSCHEDULE MM-1DRAFT AMENDMENT TO THE TRAINS 1 AND 2 EPC AGREEMENTMM-1-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementFOURTH AMENDMENT TO THE AMENDED AND RESTATED FIXED PRICE TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF TRAINS 1 AND 2 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITYThis Fourth Amendment to the Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Trains 1 and 2 of the Rio Grande Natural Gas Liquefaction Facility (this â€œAmendmentâ€) is made and executed as of the XXth day of XX, 2024 (the â€œAmendment Effective Dateâ€), by and between Rio Grande LNG, LLC, a limited liability company organized under the laws of Texas (â€œOwnerâ€), and Bechtel Energy Inc., a corporation organized under the laws of Delaware (â€œContractorâ€), each sometimes referred to individually herein as a â€œPartyâ€ and collectively as the â€œParties.â€RECITALSWhereas, Owner and Contractor entered into that certain Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Trains 1 and 2 of the Rio Grande Natural Gas Liquefaction Facility dated September 14, 2022, as amended on March 15, 2023, May 18, 2023 andJanuary 15, 2024 (the â€œAgreementâ€).Whereas, Owner and Contractor wish to amend certain provisions of the Agreement on the terms set forth herein.AMENDMENTNow, Therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:1.Â Â Â Â Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Agreement.2.Â Â Â Â Amendments:a.Â Â Â Â Article 1, Section 1.1 (Definitions), is hereby amended by inserting the following definitions in alphabetical order:â€œTrain 3 Workâ€ means the work required to be performed pursuant to the Train 3 EPC Agreement.â€œTrain 4â€ means the work to be designed, procured, constructed, pre-commissioned, commissioned, started up and tested as further described in the Train 4 EPC Agreement.â€œTrain 4 Workâ€ means the work required to be performed pursuant to the Train 4 EPC Agreement.â€œTrain 4 EPC Agreementâ€ means if such agreement is executed, the engineering, procurement and construction agreement between Rio Grande LNG Train 4, LLC and Contractor for the engineering, procurement, construction, commissioning, start-up and testing of Train 4.MM-1-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementâ€œTrain 5â€ means the work to be designed, procured, constructed, pre-commissioned, commissioned, started up and tested as further described in the Train 5 EPC Agreement.MM-1-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementâ€œTrain 5 Workâ€ means the work required to be performed pursuant to the Train 5 EPC Agreement.â€œTrain 5 EPC Agreementâ€ means, if such agreement is executed, the engineering, procurement and construction agreement between Rio Grande LNG Train 5, LLC and Contractor for the engineering, procurement, construction, commissioning, start-up and testing of Train 5.b.Â Â Â Â Article 3, Section 3.17 (Hazardous Materials), is amended and restated in its entirety to read:â€œ3.17 Hazardous Materials. Contractor shall not, nor shall it permit or allow any Subcontractor or Sub-subcontractor to, bring any Hazardous Materials on the Site and shall bear all responsibility and liability for such materials; provided, however, that Contractor may bring onto the Site such Hazardous Materials as are necessary to perform the Work so long as the same is done in compliance with Applicable Law, Applicable Codes and Standards, and the requirements specified in Attachment J, and Contractor shall remain responsible and liable for all such Hazardous Materials. If Contractor or any Subcontractor or Sub-subcontractor encounters Pre-Existing Hazardous Materials at the Site, Contractor and its Subcontractors and Sub-subcontractors shall immediately stop Work in the affected area and notify Owner. Contractor and its Subcontractors and Sub- subcontractors shall not be required to resume Work in connection with such Pre-Existing Hazardous Materials or in any area affected thereby until Owner has: (i) obtained any required permits or other approvals related thereto; and (ii) delivered to Contractor a written notice (x) specifying that any affected area is or has been rendered suitable for the resumption of Work in compliance with Applicable Law or (y) specifying any special conditions under which such Work may be resumed in compliance with Applicable Law. To the extent that any such suspension adversely affects Contractorâ€™s or its Subcontractorsâ€™ or Sub-subcontractorsâ€™ cost or time for performance of the Work in accordance with the requirements of this Agreement, Contractor shall be entitled to an appropriate Change Order pursuant to Section 6.2A.8. If under such circumstances Contractor or any of its Subcontractors or Sub-subcontractors fail to stop Work and notify Owner, Contractor shall be responsible and liable to Owner in accordance with Section 17.1B for all damages, costs, losses and expenses to the extent relating to such failure, subject to an aggregate cap of [***] U.S. Dollars (U.S.$[***]) and Owner hereby releases Contractor Indemnified Parties (in connection with the Work, the Train 3 Work, the Train 4 Work and the Train 5 Work), its Subcontractors or Sub-subcontractors (in connection with the Work) and any subcontractors and sub-subcontractors of Contractor (in connection with the Train 3 Work, the Train 4 Work and the Train 5 Work) from any such liability in excess thereof. For the avoidance of doubt, any such liability of Contractor under this Agreement, the Train 3 EPC Agreement, the Train 4 EPC Agreement and the Train 5 EPC Agreement shall not exceed [***] U.S. Dollars (U.S.$[***]) in the total cumulative aggregate under the Train 3 EPC Agreement, the Train 4 EPC Agreement, the Train 5 EPC Agreement and this Agreement and Ownerâ€™s release above shall similarly apply to such cumulative aggregate.â€c.Â Â Â Â Article 8, Section 8.2 (Risk of Loss), is amended and restated in its entirety to read: â€œ8.2 Risk of Loss.MM-1-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementA.Â Â Â Â Risk of Loss Prior to Substantial Completion. Contractor shall bear the risk of physical loss and damage to each Train and all Equipment and Work incorporatedMM-1-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementor to be incorporated into such Train until the earlier of Substantial Completion of such Train or termination of this Agreement, regardless of fault and regardless whether such loss and damage occurs as a result of the Work, the Train 3 Work, the Train 4 Work or the Train 5 Work; provided that Owner shall at all times bear the risk of physical loss and damage, and Owner shall release Contractor Indemnified Parties (in connection with the Work, the Train 3 Work, the Train 4 Work and the Train 5 Work), any Subcontractors, any Sub-subcontractors (in connection with the Work), and any subcontractors and sub- subcontractors (in connection with the Train 3 Work, the Train 4 Work and the Train 5 Work) from liability for such physical loss and damage, each to the extent (i) arising from war (whether declared or undeclared), civil war, act of terrorism, sabotage, blockade, insurrection; or (ii) arising from ionizing radiation, or contamination by radioactivity from nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel properties of any explosive nuclear assembly or nuclear component thereof; (iii) arising from a cyber event or communicable disease that is excluded from coverage pursuant to Contractorâ€™s Builderâ€™s Risk or Marine Cargo policies; (iv) arising from a significant atmospheric disturbance marked by high winds, with or without precipitation, including such events as hurricane, typhoon, monsoon, cyclone, rainstorm, tempest, hailstorm, tornado, or any combination of the foregoing events, including any resulting flood, tidal or wave action (collectively, â€œWindstormsâ€) and water damage to the extent that such Windstorms and water damage result in loss or damage in excess of [***] U.S. Dollars (U.S.$ [***]) (or such greater amount obtained in the Builderâ€™s Risk policy) in the cumulative aggregate with respect to the Work, the Facility, the Train 3 Liquefaction Facility, Train 4 and Train 5 (the full amount of [***] U.S. Dollars (U.S.$ [***]) (or such greater amount obtained in the Builderâ€™s Risk policy) may be satisfied under either the Train 3 EPC Agreement, the Train 4 EPC Agreement, the Train 5 EPC Agreement or this Agreement or a combination thereof) or (v) such physical loss or damage to the Facility, Train 3, Train 4 and Train 5 in the cumulative aggregate exceeds the sum insured obtained in the Builderâ€™s Risk policy for such physical loss or damage (the sum of insurance obtained may be reached under either the Train 3 EPC Agreement, the Train 4 EPC Agreement, the Train 5 EPC Agreement or this Agreement or combination thereof), and such Owner responsibility for risk of loss and such release is regardless of fault and

regardless whether such loss or damage occurs as a result of the Work, the Train 3 Work, the Train 4 Work or the Train 5 Work.B.Â Â Â Â Transfer of Risk of Loss After Substantial Completion. Upon the earlier termination of this Agreement or after Substantial Completion of each Train together with the related Common Systems as described in Attachment A, Owner shall bear the risk of physical loss and damage to such Train (including all Equipment and Work incorporated into such Train), related Common Systems and any other portion of the Work or Facility transferred to Owner prior to Substantial Completion in accordance with Section 11.8. In accordance with Section 17.1F, Contractor shall be liable to Owner for physical loss and damage to any portion of a Train after such Train achieves Substantial Completion to the extent such physical loss and damage arises out of or results from or is related to the negligence or fault of any Contractor Indemnified Party (in connection with the Work, the Train 3 Work, the Train 4 Work or the Train 5 Work), any Subcontractors or Sub- subcontractors (in connection with the Work) or any subcontractor or sub-subcontractor (in connection with the Train 3 Work, the Train 4 Work or the Train 5 Work), subject to a cap in liability of [***] U.S. Dollars (U.S. $[***]) per occurrence, with a cumulative per occurrence of [***] U.S. Dollars (U.S. $[***]) under the Train 3 EPC Agreement, the TrainMM-1-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement4 EPC Agreement, the Train 5 EPC Agreement and this Agreement. Under no circumstances shall this Section 8.2B be interpreted to relieve Contractor of its obligations with respect to Warranties, Defective Work and Corrective Work.MM-1-7RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementC.Â Â Â Â With respect to any physical loss or physical damage to a Train (including Equipment or Work incorporated into such Train) caused by (a) Force Majeure or any of the events listed in Section 8.2A(i) through 8.2A(v); (b) any member of Owner Indemnified Parties or any other Person for whom Owner is responsible, or (c) any Third Party over whom neither Contractor nor Owner are responsible and such Third Party is beyond the reasonable control of Contractor and such loss or damage was not due to Contractorâ€™s fault or negligence and could not have been prevented or avoided by Contractor through the exercise of due diligence, Contractor shall be entitled to a Change Order adjusting the Key Dates if and to the extent permitted under (y) Section 6.7 if caused by Force Majeure or any of the events listed in Section 8.2A(i) through 8.2A(v), and (z) Section 6.8 if caused by any member of Owner Indemnified Parties or any other person for whom Owner is responsible or a Third Party pursuant to Section 8.2C(c) above. In the event that any physical loss or damage to a Train (or any Equipment or Work incorporated or to be incorporated in such Train) arises from one or more of the events set forth in 8.2A(i) through 8.2A(v), and Owner elects to rebuild such physical loss or damage, Contractor shall be entitled to a Change Order to adjust the Contract Price to the extent such event adversely affects Contractorâ€™s costs of performance of the Work, provided that Contractor complies with the requirements in Section 6.5 and the mitigation requirements in Section 6.10.D.Â Â Â Â With the exception of the cumulative caps on liability, indemnities and releases of liability, for the avoidance of doubt, this Section 8.2 shall apply to any loss or damage to the Work caused by, arising out of or resulting from, any activities, events or omissions occurring in connection with this Agreement, the Train 3 Work, the Train 4 Work and the Train 5 Work. Similarly, with the exception of the cumulative caps on liability, indemnities and releases of liability, for the avoidance of doubt, (i) the risk of loss and damage to the Train 3 Liquefaction Facility shall be determined in accordance with Section 8.2 of the Train 3 EPC Agreement, notwithstanding that such loss or damage to the Train 3 Liquefaction Facility was caused by, arose out of or resulted from activities or events occurring during the performance of this Agreement, (ii) the risk of loss and damage to Train 4 shall be determined in accordance with Section 8.2 of the Train 4 EPC Agreement, notwithstanding that such loss or damage to Train 4 was caused by, arose out of or resulted from activities or events occurring during the performance of this Agreement, and (iii) the risk of loss and damage to Train 5 shall be determined in accordance with Section 8.2 of the Train 5 EPC Agreement, notwithstanding that such loss or damage to Train 5 was caused by, arose out of or resulted from activities or events occurring during the performance of this Agreement.â€d.Â Â Â Â Article 12, Section 12.3, Clause A (Corrective Work), is hereby amended by inserting the words â€œ, the Train 4 EPC Agreement, the Train 5 EPC Agreementâ€ immediately following the words â€œthe Train 3 EPC Agreementâ€.e.Â Â Â Â Article 17, Section 17.1, Clause E, is amended and restated in its entirety to read:â€œE. damage to or destruction of property of Contractor Indemnified Parties or any of its Subcontractors, Sub-Subcontractors or any employee, officer or director of any of them (excluding the Work, theFacility, the Train 3 Liquefaction Facility, Train 4 and Train 5), to the extent that such property damage or destruction is caused by the negligence of any Contractor Indemnified Party or any Subcontractor or Sub- subcontractor;â€MM-1-8RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementf.Â Â Â Â Article 17, Section 17.1, Clause F, is amended and restated in its entirety to read:â€œF. Damage to or destruction of (a) Train 1 or Train 2 (or the Common Facilities incorporated therein) after the earlier of Substantial Completion of each such Train or termination of this Agreement, (b) Train 3 after the earlier of substantial completion of Train 3 or termination of the Train 3 EPC Agreement, (c) Train 4 after the earlier of substantial completion of Train 4 or the termination of the Train 4 EPC Agreement,(d) Train 5 after the earlier of substantial completion of Train 5 or the termination of the Train 5 EPC Agreement, each to the extent arising out of or resulting from the negligence of any member of the Contractor Indemnified Parties (in connection with the Work, the Train 3 Work, the Train 4 Work or the Train 5 Work), any Subcontractor or Sub-subcontractor (in connection with the Work), any subcontractor or sub-subcontractor of Contractor (in connection with the Train 3 Work, the Train 4 Work or the Train 5 Work) or anyone directly or indirectly employed by them, provided that Contractorâ€™s liability hereunder for damage to or destruction of(i) Train 1 or Train 2 (or the Common Facilities incorporated therein) after the earlier of Substantial Completion of each such Train or termination of this Agreement shall not exceed [***] U.S. Dollars (U.S.$[***]) per occurrence, (ii) Train 3 after the earlier of substantial completion of Train 3 or termination of the Train 3 EPC Agreement shall not exceed [***] U.S. Dollars (U.S.$[***]) per occurrence, (iii) Train 4 after the earlier of substantial completion of Train 4 or termination of the Train 4 EPC Agreement shall not exceed [***] U.S. Dollars (U.S.$[***]) per occurrence, or(iv) Train 5 after the earlier of substantial completion of Train 5 or termination of the Train 5 EPC Agreement shall not exceed [***] U.S. Dollars (U.S.$[***]) per occurrence, with a cumulative per occurrence of [***] U.S. Dollars (U.S.$[***]) for such damage or destruction of Train 1, Train 2, Train 3, Train 4 or Train 5 (in each case, after (x) the earlier of Substantial Completion of Train 1 or Train 2 or substantial completion of Train 3, Train 4 or Train 5 or (y) termination of this Agreement, the Train 3 EPC Agreement, the Train 4 EPC Agreement or the Train 5 EPC Agreement, as applicable), and Owner hereby releases Contractor Indemnified Parties (in connection with the Work, the Train 3 Work, the Train 4 Work or the Train 5 Work), Subcontractors and Sub-subcontractors (in connection with the Work) and any subcontractor or sub-subcontractor of Contractor (in connection with the Train 3 Work, the Train 4 Work or the Train 5 Work) from any such liability in excess thereof;â€g.Â Â Â Â Article 17, Section 17.1, Clause G, is amended and restated in its entirety to read:â€œG. Damage to or destruction of property of Owner Indemnified Parties (excluding the Train 1, Train 2, Train 3, Train 4 or Train 5) to the extent arising out of or resulting from the negligence of any member of the Contractor Indemnified Parties (in connection with the Work, the Train 3Work, the Train 4 Work or the Train 5 Work), any Subcontractor or Sub- subcontractor (in connection with the Work), any subcontractor or sub-subcontractor of Contractor (in connection with the Train 3 Work, the Train 4 Work or the Train 5 Work) or anyone directly or indirectly employed by them, provided that Contractorâ€™s liability hereunder for damage to orMM-1-9RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementdestruction of such property of Owner Indemnified Parties (excluding Train 1, Train 2, Train 3, Train 4 and Train 5) shall not exceed [***] U.S. Dollars (U.S.$[***]) per occurrence, with a cumulative per occurrence of [***] U.S. Dollars (U.S. $[***]) under the Train 3 EPC Agreement, the Train 4 EPC Agreement, the Train 5 EPC Agreement and this Agreement, and Owner hereby releases Contractor Indemnified Parties (in connection with the Work, the Train 3 Work, the Train 4 Work and the Train 5 Work), Subcontractors and Sub-subcontractors (in connection with the Work) and any subcontractor or sub-subcontractor of Contractor (in connection with the Train 3 Work, the Train 4 Work or the Train 5 Work) from any such liability in excess thereof;â€h.Â Â Â Â Article 17, Section 17.1, Clause I, is amended and restated in its entirety to read:â€œI. damage to or destruction of property of any Person (other than Train 1, Train 2, Train 3, Train 4, Train 5, and the property covered in Section 17.1E, 17.1G and 17.2A) to the extent that such injury is caused by the negligence of any Contractor Indemnified Party or any Subcontractor or Sub-subcontractor; orâ€i.Â Â Â Â Article 17, Section 17.2, Clause A, is hereby amended by inserting the words â€œ, TRAIN 4OR TRAIN 5â€ immediately after the words â€œTHE FACILITYâ€.j.Â Â Â Â A new Article 17, Section 17.9, is hereby added as follows: â€œ17.9 Train 4 and Train 5.A.Â Â Â Â Train 4. References in this Agreement to Train 4, the Train 4 Work and the Train 4 EPC Agreement are included in this Agreement solely on the assumption that the Train 4 EPC Agreement is executed and the Builderâ€™s Risk policy that provides coverage for Trains 1, 2 and 3 is extended to provide coverage for Train 4. If the Train 4 EPC Agreement is not so executed, then any references to Train 4, the Train 4 Work and the Train 4 EPC Agreement shall be treated as not appearing in (and being deleted from) this Agreement and Train 4 shall be treated property of Owner Indemnified Parties under Section 17.1G and 17.2A.B.Â Â Â Â Train 5. References in this Agreement to Train 5, the Train 5 Work and the Train 5 EPC Agreement are included in this Agreement solely on the assumption that the Train 5 EPC Agreement is executed and the Builderâ€™s Risk policy that provides coverage for Trains 1, 2, 3 and 4 (if applicable) is extended to provide coverage for Train5. If the Train 5 EPC Agreement is not so executed, then any references to Train 5, the Train 5 Work and the Train 5 EPC Agreement shall be treated as not appearing in (and being deleted from) this Agreement and Train 5 shall be treated property of Owner Indemnified Parties under Section 17.1G and 17.2A.â€k.Â Â Â Â Article 20, Section 20.4, is amended and restated in its entirety to read:â€œ20.4 Consequential Damages. Notwithstanding any other provisions of this Agreement to the contrary, neither the Owner Indemnified Parties nor Contractor Indemnified Parties (in connection with the Work, the Train 3 Work, the Train 4 Work and the Train 5 Work) (nor their Subcontractors orMM-1-10RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSUB-SUBCONTRACTORS (IN CONNECTION WITH THE WORK) AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OF CONTRACTOR (IN CONNECTION WITH THE TRAIN 3 WORK, THE TRAIN 4 WORK OR THE TRAIN 5 WORK)) SHALL BE LIABLE UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATED TO DAMAGE OR DESTRUCTION OF TRAIN 1, TRAIN 2, TRAIN 3, TRAIN 4 OR TRAIN 5, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR THE FOLLOWING SPECIFIC HEADS OF LOSS WHETHER SUCH LOSS IS DIRECT, INDIRECT OR CONSEQUENTIAL: LOSS OF PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF REVENUES, LOSS OF FINANCING, LOSS OF BONDING CAPACITY, COSTS OF CAPITAL OR OF OBTAINING OR MAINTAINING FINANCING, LOSS OF GOODWILL, LOSS OF PRODUCTION, LOSS OF PRODUCTIVITY, BUSINESS INTERRUPTION, CLAIMS BY OWNERâ€™S CUSTOMERS FOR ECONOMIC LOSS OR BUSINESS INTERRUPTION, OR DAMAGES OR LOSSES FOR PRINCIPAL OFFICE EXPENSES INCLUDING COMPENSATION OF PERSONNEL STATIONED THERE, COST OF OBTAINING AND MAINTAINING FINANCE (ALL THE ABOVE TYPES OF DAMAGE BEING â€œCONSEQUENTIAL DAMAGESâ€), AND OWNER INDEMNIFIED PARTIES SHALL RELEASE THE CONTRACTOR INDEMNIFIED PARTIES (IN CONNECTION WITH THE WORK, THE TRAIN 3 WORK, THE TRAIN 4 WORK AND THE TRAIN 5 WORK) AND THEIR SUBCONTRACTORS OR SUB- SUBCONTRACTORS (IN CONNECTION WITH THE WORK) AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OF CONTRACTOR (IN CONNECTION WITH THE TRAIN 3 WORK, THE TRAIN 4 WORK OR THE TRAIN 5 WORK), AND CONTRACTOR INDEMNIFIED PARTIES (IN CONNECTION WITH THE WORK, THE TRAIN 3 WORK, THE TRAIN 4 WORK AND THE TRAIN 5 WORK) AND THEIR SUBCONTRACTORS OR SUB-SUBCONTRACTORS (IN CONNECTION WITH THE WORK) AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OF CONTRACTOR (IN CONNECTION WITH THE TRAIN 3 WORK, THE TRAIN 4 WORK AND THE TRAIN 5 WORK) SHALL RELEASE OWNER INDEMNIFIED PARTIES, FROM AND AGAINST ANY LIABILITY FOR SUCH CONSEQUENTIAL DAMAGES; PROVIDED THAT THE EXCLUSION OF LIABILITY SET FORTH IN THIS SECTION 20.4 (I) IS NOT INTENDED TO PREVENT CONTRACTOR FROM RECEIVING PROFIT TO THE EXTENT THAT CONTRACTOR IS ENTITLED TO RECEIVE SUCH PROFIT UNDER THE PROVISIONS OF THIS AGREEMENT; (II) SHALL NOT APPLY TO LIQUIDATED DAMAGES; (III) SHALL NOT APPLY TO CONTRACTORâ€™S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT FOR DAMAGES CLAIMED BY ANY THIRD PARTY UNDER SECTIONS 17.1E, 17.1H, 17.1I, 17.1J AND 17.5; AND (IV) SHALL NOT APPLY WHERE CONSEQUENTIAL DAMAGES ARE EXPRESSLY PERMITTED UNDER SECTION 20.3A. FOR THE PURPOSES OF SECTION 20.1 AND THIS SECTION 20.4, THE TERM â€œTHIRD PARTYâ€ MEANS ANY PERSON OTHER THAN OWNER INDEMNIFIED PARTIES AND CONTRACTOR INDEMNIFIED PARTIES EXCEPT FOR EMPLOYEES, OFFICERS AND DIRECTORS OF OWNER INDEMNIFIED PARTIES AND CONTRACTOR INDEMNIFIED PARTIES.â€3.Â Â Â Â Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the state of Texas (without giving effect to the principles thereof relating to conflicts of law).4.Â Â Â Â Counterparts. This Amendment may be signed in any number of counterparts and each counterpart (when combined with all other counterparts) shall represent a fully executed original as if one copy had been signed by each of the Parties. Electronic signatures shall be deemed as effective as original signatures.MM-1-11RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement5.Â Â Â Â No Other Amendment. Except as expressly amended hereby, the terms and provisions of the Agreement remain in full force and effect and are ratified and confirmed by Owner and Contractor in all respects as of the Amendment Effective Date.6.Â Â Â Â Miscellaneous Provisions. The terms of this Amendment are hereby incorporated by reference into the Agreement. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. The recitals set forth in the recitals above are incorporated herein by this reference. Captions and headings throughout this Amendment are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction, or meaning of any provision.IN WITNESS WHEREOF, Owner and Contractor have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.MM-1-12RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementContractor:BECHTEL ENERGY INC.Owner:RIO GRANDE LNG, LLCBy:Â Â Â Â Â Â Â Â By:Â Â Â Â Printed Name: [***]Â Â Â Â Â Â Â Â Printed Name: [***]Title: [***]Â Â Â Â Title: [***]MM-1-13RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementSCHEDULE MM-2DRAFT AMENDMENT TO THE TRAIN 3 EPC AGREEMENTMM-2-1RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementFIFTH AMENDMENT TO THE AMENDED AND RESTATED FIXED PRICE TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF TRAIN 3 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITYThis Fifth Amendment to the Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 3 of the Rio Grande Natural Gas Liquefaction Facility (this â€œAmendmentâ€) is made and executed as of the XXth day of XX, 2024 (the â€œAmendment Effective Dateâ€), by and between Rio Grande LNG, LLC, a limited liability company organized under the laws of Texas (â€œOwnerâ€), and Bechtel Energy Inc., a corporation organized under the laws of Delaware (â€œContractorâ€), each sometimes referred to individually herein as a â€œPartyâ€ and collectively as the â€œParties.â€RECITALSWhereas, Owner and Contractor entered into that certain Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 3 of the Rio Grande Natural Gas Liquefaction Facility dated September 15, 2022, as amended on December 22, 2022, March 15, 2023, May18, 2023 and January 15, 2024 (the â€œAgreementâ€).Whereas, Owner and Contractor wish to amend certain provisions of the Agreement on the terms set forth herein.AMENDMENTNow, Therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:7.Â Â Â Â Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Agreement.8.Â Â Â Â Amendments:l.Â Â Â Â Article 1, Section 1.1 (Definitions), is hereby amended by inserting the following definitions are inserted in alphabetical order:â€œTrain 4â€ means the work to be designed, procured, constructed, pre-commissioned, commissioned, started up and tested as further described in the Train 4 EPC Agreement.â€œTrain 4 Workâ€ means the work required to be performed pursuant to the Train 4 EPC Agreement.â€œTrain 4 EPC Agreementâ€ means if such agreement is executed, the engineering, procurement and construction agreement between Rio Grande LNG Train 4, LLC and Contractor for the engineering, procurement, construction, commissioning, start-up and testing of Train 4.â€œTrain 5â€ means the work to be designed, procured, constructed, pre-commissioned, commissioned, started up and tested as further described in the Train 5 EPC Agreement.MM-2-2RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementâ€œTrain 5 Workâ€ means the work required to be performed pursuant to the Train 5 EPC Agreement.MM-2-3RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementâ€œTrain 5 EPC Agreementâ€ means, if such agreement is executed, the engineering, procurement and construction agreement between Rio Grande LNG Train 5, LLC and Contractor for the engineering, procurement, construction, commissioning, start-up and testing of Train 5.â€œTrains 1 and 2 Workâ€ means the work required to be performed pursuant to the Trains 1 and 2 EPC Agreement.m.Â Â Â Â Article 3, Section 3.17 (Hazardous Materials), is amended and restated in its entirety to read:â€œ3.17 Hazardous Materials. Contractor shall not, nor shall it permit or allow any Subcontractor or Sub-subcontractor to, bring any Hazardous Materials on the Site and shall bear all responsibility and liability for such materials; provided, however, that Contractor may bring onto the Site such Hazardous Materials as are necessary to perform the Work so long as the same is done in compliance with Applicable Law, Applicable Codes and Standards, and the requirements specified in Attachment J, and Contractor shall remain responsible and liable for all such Hazardous Materials. If Contractor or any Subcontractor or Sub-subcontractor encounters Pre-Existing Hazardous Materials at the Site, Contractor and its Subcontractors and Sub-subcontractors shall immediately stop Work in the affected area and notify Owner. Contractor and its Subcontractors and Sub- subcontractors shall not be required to resume Work in connection with such Pre-Existing Hazardous Materials or in any area affected thereby until Owner has: (i) obtained any required permits or other approvals related thereto; and (ii) delivered to Contractor a written notice (x) specifying that any affected area is or has been rendered

suitable for the resumption of Work in compliance with Applicable Law or (y) specifying any special conditions under which such Work may be resumed in compliance with Applicable Law. To the extent that any such suspension adversely affects Contractorâ€™s or its Subcontractorsâ€™ or Sub-subcontractorsâ€™ cost or time for performance of the Work in accordance with the requirements of this Agreement, Contractor shall be entitled to an appropriate Change Order pursuant to Section 6.2A.8. If under such circumstances Contractor or any of its Subcontractors or Sub-subcontractors fail to stop Work and notify Owner, Contractor shall be responsible and liable to Owner in accordance with Section 17.1B for all damages, costs, losses and expenses to the extent relating to such failure, subject to an aggregate cap of [***] U.S. Dollars (U.S.$[***]) and Owner hereby releases Contractor Indemnified Parties (in connection with the Work, the Trains 1 and 2 Work, the Train 4 Work and the Train 5 Work), its Subcontractors or Sub-subcontractors (in connection with the Work) and any subcontractors and sub-subcontractors of Contractor (in connection with the Trains 1 and 2 Work, the Train 4 Work and the Train 5 Work) from any such liability in excess thereof. For the avoidance of doubt, any such liability of Contractor under this Agreement, the Trains 1 and 2 EPC Agreement, the Train 4 EPC Agreement and the Train 5 EPC Agreement shall not exceed [***] U.S. Dollars (U.S.$[***]) in the total cumulative aggregate under the Trains 1 and 2 EPC Agreement, the Train 4 EPC Agreement, the Train 5 EPC Agreement and this Agreement and Ownerâ€™s release above shall similarly apply to such cumulative aggregate.â€n.Â Â Â Â Article 8, Section 8.2 (Risk of Loss), is amended and restated in its entirety to read:MM-2-4RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementâ€œ8.2Â Â Â Â Risk of Loss.A.Â Â Â Â Risk of Loss Prior to Substantial Completion. Contractor shall bear the risk of physical loss and damage to the Train 3 Liquefaction Facility and all Equipment and Work incorporated or to be incorporated into such Train until the earlier of Substantial Completion of such Train or termination of this Agreement, regardless of fault and regardless whether such loss and damage occurs as a result of the Work, the Trains 1 and 2 Work, the Train 4 Work or the Train 5 Work; provided that Owner shall at all times bear the risk of physical loss and damage, and Owner shall release Contractor Indemnified Parties (in connection with the Work, the Trains 1 and 2 Work, the Train 4 Work and the Train 5 Work), any Subcontractors, any Sub-subcontractors (in connection with the Work), and any subcontractors and sub-subcontractors (in connection with the Trains 1 and 2 Work, the Train 4 Work and the Train 5 Work) from liability for such physical loss and damage, each to the extent (i) arising from war (whether declared or undeclared), civil war, act of terrorism, sabotage, blockade, insurrection; or (ii) arising from ionizing radiation, or contamination by radioactivity from nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel properties of any explosive nuclear assembly or nuclear component thereof; (iii) arising from a cyber event or communicable disease that is excluded from coverage pursuant to Contractorâ€™s Builderâ€™s Risk or Marine Cargo policies;(iv) arising from a significant atmospheric disturbance marked by high winds, with or without precipitation, including such events as hurricane, typhoon, monsoon, cyclone, rainstorm, tempest, hailstorm, tornado, or any combination of the foregoing events, including any resulting flood, tidal or wave action (collectively, â€œWindstormsâ€) and water damage to the extent that such Windstorms and water damage result in loss or damage in excess of [***] U.S. Dollars (U.S.$ [***]) (or such greater amount obtained in the Builderâ€™s Risk policy) in the cumulative aggregate with respect to the Work, the Train 3 Liquefaction Facility, the Trains 1 and 2 Liquefaction Facility, Train 4 and Train 5 (the full amount of [***] U.S. Dollars (U.S.$ [***]) (or such greater amount obtained in the Builderâ€™s Risk policy) may be satisfied under either the Trains 1 and 2 EPC Agreement, the Train 4 EPC Agreement, the Train 5 EPC Agreement or this Agreement or a combination thereof) or (v) such physical loss or damage to the Train 3 Liquefaction Facility, Train 1, Train 2, Train 4 and Train 5 in the cumulative aggregate exceeds the sum insured obtained in the Builderâ€™s Risk policy for such physical loss or damage (the sum of insurance obtained may be reached under either the Trains 1 and 2 EPC Agreement, the Train 4 EPC Agreement, the Train 5 EPC Agreement or this Agreement or combination thereof), and such Owner responsibility for risk of loss and such release is regardless of fault and regardless whether such loss or damage occurs as a result of the Work, the Trains 1 and 2 Work, the Train 4 Work or the Train 5 Work.B.Â Â Â Â Transfer of Risk of Loss After Substantial Completion. Upon the earlier termination of this Agreement or after Substantial Completion as described in Attachment A, Owner shall bear the risk of physical loss and damage to Train 3 (including all Equipment and Work incorporated into such Train), and any other portion of the Work or the Train 3 Liquefaction Facility transferred to Owner prior to Substantial Completion in accordance with Section 11.8. In accordance with Section 17.1F, Contractor shall be liable to Owner for physical loss and damage to any portion of Train 3 after such Train achieves Substantial Completion to the extent such physical loss and damage arises out of or results from or is related to the negligence or fault of any Contractor Indemnified Party (in connection with the Work, the Trains 1 and 2 Work, the MM-2-5RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementTrain 4 Work or the Train 5 Work), any Subcontractors or Sub-subcontractors (in connection with the Work) or any subcontractor or sub-subcontractor (in connection with the Trains 1 and 2 Work, the TrainMM-2-6RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement4 Work or the Train 5 Work), subject to a cap in liability of [***] U.S. Dollars (U.S. $[***]) per occurrence, with a cumulative per occurrence of [***] U.S. Dollars (U.S. $[***]) under the Trains 1 and 2 EPC Agreement, the Train 4 EPC Agreement, the Train 5 EPC Agreement and this Agreement. Under no circumstances shall this Section 8.2B be interpreted to relieve Contractor of its obligations with respect to Warranties, Defective Work and Corrective Work.C.Â Â Â Â With respect to any physical loss or physical damage to Train 3 (including Equipment or Work incorporated into Train 3) caused by (a) Force Majeure or any of the events listed in Section 8.2A(i) through 8.2A(v); (b) any member of Owner Indemnified Parties or any other Person for whom Owner is responsible, or (c) any Third Party over whom neither Contractor nor Owner are responsible and such Third Party is beyond the reasonable control of Contractor and such loss or damage was not due to Contractorâ€™s fault or negligence and could not have been prevented or avoided by Contractor through the exercise of due diligence, Contractor shall be entitled to a Change Order adjusting the Key Dates if and to the extent permitted under (y) Section 6.7 if caused by Force Majeure or any of the events listed in Section 8.2A(i) through 8.2A(v), and (z) Section 6.8 if caused by any member of Owner Indemnified Parties or any other person for whom Owner is responsible or a Third Party pursuant to Section 8.2C(c) above. In the event that any physical loss or damage to Train 3 (or any Equipment or Work incorporated or to be incorporated in Train 3) arises from one or more of the events set forth in 8.2A(i) through 8.2A(v), and Owner elects to rebuild such physical loss or damage, Contractor shall be entitled to a Change Order to adjust the Contract Price to the extent such event adversely affects Contractorâ€™s costs of performance of the Work, provided that Contractor complies with the requirements in Section 6.5 and the mitigation requirements in Section 6.10.D.Â Â Â Â With the exception of the cumulative caps on liability, indemnities and releases of liability, for the avoidance of doubt, this Section 8.2 shall apply to any loss or damage to the Work caused by, arising out of or resulting from, any activities, events or omissions occurring in connection with this Agreement, the Trains 1 and 2 Work, the Train 4 Work and the Train 5 Work. Similarly, with the exception of the cumulative caps on liability, indemnities and releases of liability, for the avoidance of doubt, (i) the risk of loss and damage to Train 1 or Train 2 shall be determined in accordance with Section 8.2 of the Trains 1 and 2 EPC Agreement, notwithstanding that such loss or damage to the Trains 1 and 2 Liquefaction Facility was caused by, arose out of or resulted from activities or events occurring during the performance of this Agreement, (ii) the risk of loss and damage to Train 4 shall be determined in accordance with Section 8.2 of the Train 4 EPC Agreement, notwithstanding that such loss or damage to Train 4 was caused by, arose out of or resulted from activities or events occurring during the performance of this Agreement, and (iii) the risk of loss and damage to Train 5 shall be determined in accordance with Section 8.2 of the Train 5 EPC Agreement, notwithstanding that such loss or damage to Train 5 was caused by, arose out of or resulted from activities or events occurring during the performance of this Agreement.â€o.Â Â Â Â Article 12, Section 12.3, Clause A (Corrective Work), is hereby amended by inserting the words â€œ, the Train 4 EPC Agreement, the Train 5 EPC Agreementâ€ immediately following the words â€œthe Trains 1 and 2 EPC Agreementâ€.p.Â Â Â Â Article 17, Section 17.1, Clause E, is amended and restated in its entirety to read:MM-2-7RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementâ€œE. damage to or destruction of property of Contractor Indemnified Parties or any of its Subcontractors, Sub-Subcontractors or any employee, officer or director of any of them (excluding the Work, the Train 3 Liquefaction Facility, Train 1, Train 2, Train 4 and Train 5), to the extentthat such property damage or destruction is caused by the negligence of any Contractor Indemnified Party or any Subcontractor or Sub- subcontractor;â€q.Â Â Â Â Article 17, Section 17.1, Clause F, is amended and restated in its entirety to read:â€œF. Damage to or destruction of (a) Train 1 or Train 2 (or the common facilities incorporated therein) after the earlier of substantial completion of each such Train or termination of the Trains 1 and 2 EPC Agreement, (b) Train 3 after the earlier of Substantial Completion of Train 3 or termination of this Agreement, (c) Train 4 after the earlier of substantial completion of Train 4 or the termination of the Train 4 EPC Agreement,(d) Train 5 after the earlier of substantial completion of Train 5 or the termination of the Train 5 EPC Agreement, each to the extent arising out of or resulting from the negligence of any member of the Contractor Indemnified Parties (in connection with the Work, the Trains 1 and 2 Work, the Train 4 Work or the Train 5 Work), any Subcontractor or Sub-subcontractor (in connection with the Work), any subcontractor or sub-subcontractor of Contractor (in connection with the Trains 1 and 2 Work, the Train 4 Work or the Train 5 Work) or anyone directly or indirectly employed by them, provided that Contractorâ€™s liability hereunder for damage to or destruction of (i) Train 1 or Train 2 (or the common facilities incorporated therein) after the earlier of substantial completion of each such Train or termination of the Trains 1 and 2 EPC Agreement shall not exceed [***] U.S. Dollars (U.S.$[***]) per occurrence, (ii) Train 3 after the earlier of Substantial Completion of Train 3 or termination of this Agreement shall not exceed [***] U.S. Dollars (U.S.$[***]) per occurrence, (iii) Train 4 after the earlier of substantial completion of Train 4 or termination of the Train 4 EPC Agreement shall not exceed [***] U.S. Dollars (U.S.$[***]) per occurrence, or(iv) Train 5 after the earlier of substantial completion of Train 5 or termination of the Train 5 EPC Agreement shall not exceed [***] U.S. Dollars (U.S.$[***]) per occurrence, with a cumulative per occurrence of [***] U.S. Dollars (U.S.$[***]) for such damage or destruction of Train 1, Train 2, Train 3, Train 4 or Train 5 (in each case, after (x) the earlier of Substantial Completion of Train 3 or substantial completion of Train 1, Train 2, Train 4 or Train 5 or (y) termination of this Agreement, the Trains 1 and 2 EPC Agreement, the Train 4 EPC Agreement or the Train 5 EPC Agreement, as applicable), and Owner hereby releases Contractor Indemnified Parties (in connection with the Work, the Trains 1 and 2 Work, the Train 4 Work or the Train 5 Work), Subcontractors and Sub-subcontractors (in connection with the Work) and any subcontractor or sub-subcontractor of Contractor (in connection with the Trains 1 and 2 Work, the Train 4 Work or the Train 5 Work) from any such liability in excess thereof;â€r.Â Â Â Â Article 17, Section 17.1, Clause G, is amended and restated in its entirety to read:MM-2-8RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementâ€œG. Damage to or destruction of property of Owner Indemnified Parties (excluding Train 1, Train 2, Train 3, Train 4 or Train 5) to the extent arising out of or resulting from the negligence of any member of the Contractor Indemnified Parties (in connection with the Work, the Trains 1and 2 Work, the Train 4 Work or the Train 5 Work), any Subcontractor or Sub-subcontractor (in connection with the Work), any subcontractor or sub-subcontractor of Contractor (in connection with the Trains 1 and 2 Work, the Train 4 Work or the Train 5 Work) or anyone directly or indirectly employed by them, provided that Contractorâ€™s liability hereunder for damage to or destruction of such property of Owner Indemnified Parties (excluding Train 1, Train 2, Train 3, Train 4 and Train 5) shall not exceed [***]U.S. Dollars (U.S.$[***]) per occurrence, with a cumulative per occurrence of [***] U.S. Dollars (U.S. $[***]) under the Trains 1 and 2 EPC Agreement, the Train 4 EPC Agreement, the Train 5 EPC Agreement and this Agreement, and Owner hereby releases Contractor Indemnified Parties (in connection with the Work, the Trains 1 and 2 Work, the Train 4 Work and the Train 5 Work), Subcontractors and Sub-subcontractors (in connection with the Work) and any subcontractor or sub-subcontractor of Contractor (in connection with the Trains 1 and 2 Work, the Train 4 Work or the Train 5 Work) from any such liability in excess thereof;â€s.Â Â Â Â Article 17, Section 17.1, Clause I, is amended and restated in its entirety to read:â€œI. damage to or destruction of property of any Person (other than Train 1, Train 2, Train 3, Train 4, Train 5, and the property covered in Section 17.1E, 17.1G and 17.2A) to the extent that such injury is caused by the negligence of any Contractor Indemnified Party or any Subcontractor or Sub-subcontractor; orâ€t.Â Â Â Â Article 17, Section 17.2, Clause A, is hereby amended by deleting the parenthetical reading â€œ(OTHER THAN THE WORK, CONSTRUCTION EQUIPMENT, OR TRAIN 3, TRAIN 1 AND TRAIN2)â€ and replacing it with the following â€œ(OTHER THAN THE WORK, CONSTRUCTION EQUIPMENT, TRAIN 1, TRAIN 2, TRAIN 3, TRAIN 4 OR TRAIN 5)â€.u.Â Â Â Â Â A new Article 17, Section 17.9, is hereby added as follows: â€œ17.9 Train 4 and Train 5.A.Â Â Â Â Train 4. References in this Agreement to Train 4, the Train 4 Work and the Train 4 EPC Agreement are included in this Agreement solely on the assumption that the Train 4 EPC Agreement is executed and the Builderâ€™s Risk policy that provides coverage for Trains 1, 2 and 3 is extended to provide coverage for Train 4. If the Train 4 EPC Agreement is not so executed, then any references to Train 4, the Train 4 Work and the Train 4 EPC Agreement shall be treated as not appearing in (and being deleted from) this Agreement and Train 4 shall be treated property of Owner Indemnified Parties under Section 17.1G and 17.2A.B.Â Â Â Â Train 5. References in this Agreement to Train 5, the Train 5 Work and the Train 5 EPC Agreement are included in this Agreement solely on the assumption that the Train 5 EPC Agreement is executed and the Builderâ€™s Risk policy that provides coverage for Trains 1, 2, 3 and 4 (if applicable) is extended to provide coverage for TrainMM-2-9RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement5. If the Train 5 EPC Agreement is not so executed, then any references to Train 5, the Train 5 Work and the Train 5 EPC Agreement shall be treated as not appearing in (and being deleted from) this Agreement and Train 5 shall be treated property of Owner Indemnified Parties under Section 17.1G and 17.2A.â€v.Â Â Â Â Article 20, Section 20.4, is amended and restated in its entirety to read:â€œ20.4 Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, NEITHER THE OWNER INDEMNIFIED PARTIES NOR CONTRACTOR INDEMNIFIED PARTIES (IN CONNECTION WITH THE WORK, THE TRAINS 1 AND 2 WORK, THE TRAIN 4 WORK AND THE TRAIN 5 WORK) (NOR THEIR SUBCONTRACTORS OR SUB-SUBCONTRACTORS (IN CONNECTION WITH THE WORK) AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OF CONTRACTOR (IN CONNECTION WITH THE TRAINS 1 AND 2 WORK, THE TRAIN 4 WORK OR THE TRAIN 5 WORK)) SHALL BE LIABLE UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATED TO DAMAGE OR DESTRUCTION OF TRAIN 1, TRAIN 2, TRAIN 3, TRAIN 4 OR TRAIN 5, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR THE FOLLOWING SPECIFIC HEADS OF LOSS WHETHER SUCH LOSS IS DIRECT, INDIRECT OR CONSEQUENTIAL: LOSS OF PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF REVENUES, LOSS OF FINANCING, LOSS OF BONDING CAPACITY, COSTS OF CAPITAL OR OF OBTAINING OR MAINTAINING FINANCING, LOSS OF GOODWILL, LOSS OF PRODUCTION, LOSS OF PRODUCTIVITY, BUSINESS INTERRUPTION, CLAIMS BY OWNERâ€™S CUSTOMERS FOR ECONOMIC LOSS OR BUSINESS INTERRUPTION, OR DAMAGES OR LOSSES FOR PRINCIPAL OFFICE EXPENSES INCLUDING COMPENSATION OF PERSONNEL STATIONED THERE, COST OF OBTAINING AND MAINTAINING FINANCE (ALL THE ABOVE TYPES OF DAMAGE BEING â€œCONSEQUENTIAL DAMAGESâ€), AND OWNER INDEMNIFIED PARTIES SHALL RELEASE THE CONTRACTOR INDEMNIFIED PARTIES (IN CONNECTION WITH THE WORK, THE TRAINS 1 AND 2 WORK, THE TRAIN 4 WORK AND THE TRAIN 5 WORK) AND THEIR SUBCONTRACTORS OR SUB-SUBCONTRACTORS (IN CONNECTION WITH THE WORK) AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OF CONTRACTOR (IN CONNECTION WITH THE TRAINS 1 AND 2 WORK, THE TRAIN 4 WORK OR THE TRAIN 5 WORK), AND CONTRACTOR INDEMNIFIED PARTIES (IN CONNECTION WITH THE WORK, THE TRAINS 1 AND 2 WORK, THE TRAIN 4 WORK AND THE TRAIN 5 WORK) AND THEIR SUBCONTRACTORS OR SUB-SUBCONTRACTORS (IN CONNECTION WITH THE WORK) AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OF CONTRACTOR (IN CONNECTION WITH THE TRAINS 1 AND 2 WORK, THE TRAIN 4 WORK AND THE TRAIN 5 WORK) SHALL RELEASE OWNER INDEMNIFIED PARTIES, FROM AND AGAINST ANY LIABILITY FOR SUCH CONSEQUENTIAL DAMAGES; PROVIDED THAT THE EXCLUSION OF LIABILITY SET FORTH IN THIS SECTION 20.4 (I) IS NOT INTENDED TO PREVENT CONTRACTOR FROM RECEIVING PROFIT TO THE EXTENT THAT CONTRACTOR IS ENTITLED TO RECEIVE SUCH PROFIT UNDER THE PROVISIONS OF THIS AGREEMENT; (II) SHALL NOT APPLY TO LIQUIDATED DAMAGES;(iii) shall not apply to Contractorâ€™s indemnification obligations under this Agreement for damages claimed by any Third Party under Sections 17.1E, 17.1H, 17.1I, 17.1J and 17.5; and (iv) shall not apply where Consequential Damages are expressly permitted under Section 20.3A. For the purposes of Section 20.1 and this Section 20.4, the term â€œThird Partyâ€ means any Person other than Owner Indemnified Parties and Contractor Indemnified PartiesMM-2-10RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreementexcept for employees, officers and directors of Owner Indemnified Parties and Contractor Indemnified Parties.â€9.Â Â Â Â Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the state of Texas (without giving effect to the principles thereof relating to conflicts of law).10.Â Â Â Â Counterparts. This Amendment may be signed in any number of counterparts and each counterpart (when combined with all other counterparts) shall represent a fully executed original as if one copy had been signed by each of the Parties. Electronic signatures shall be deemed as effective as original signatures.11.Â Â Â Â No Other Amendment. Except as expressly amended hereby, the terms and provisions of the Agreement remain in full force and effect and are ratified and confirmed by Owner and Contractor in all respects as of the Amendment Effective Date.12.Â Â Â Â Miscellaneous Provisions. The terms of this Amendment are hereby incorporated by reference into the Agreement. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. The recitals set forth in the recitals above are incorporated herein by this reference. Captions and headings throughout this Amendment are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction, or meaning of any provision.IN WITNESS WHEREOF, Owner and Contractor have caused

this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.MM-2-11RGLNG T4 â€“ Bechtel â€“ Train 4 EPC AgreementContractor:BECHTEL ENERGY INC.Owner:RIO GRANDE LNG, LLCBy:Â Â Â Â Â Â Â Â By:Â Â Â Â Printed Name: [***]Â Â Â Â Printed Name: [***]Title: [***]Â Â Â Â Title: [***]MM-2-12RGLNG T4 â€“ Bechtel â€“ Train 4 EPC Agreement EX-10.2 3 ex102-3q24.htm EX-10.2 DocumentExhibit 10.2CERTAIN INFORMATION OF THIS DOCUMENT HAS BEEN REDACTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. INFORMATION THAT WAS OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK â€œ[***].â€CHANGE ORDER(for use when the Parties mutually agree upon and execute the Change Order pursuant to Section 6.1D or 6.2C)PROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityDATE OF AGREEMENT: September 14, 2022AGREEMENT: Amended and Restated Fixed Price Turnkey Agreement for Trains 1 and 2CHANGE ORDER NUMBER:Owner EC Number: EC00144Contractor Change Number SC0082OWNER: Rio Grande LNG, LLCEFFECTIVE DATE OF CHANGE ORDER:July 18, 2024CONTRACTOR: Bechtel Energy Inc.TITLE: STUDY â€“ ADDITION OF END FLASH GAS EQUIPMENTThe Agreement between the Parties listed above is changed as follows: (attach additional documentation if necessary)BACKGROUNDRefer to Change Order EC0099_SC0071. Owner requested Contractor evaluate the impact of a higher than design nitrogen content in the inlet feed gas stream to the Facility design, performance and environmental compliance guarantees. [***]CHANGE1.Study - Addition of End Flash Gas Equipment[***]2.Assessment â€“ Fuel Gas Quality Management[***]3.Study â€“ Maximum Feed Gas Nitrogen Concentration[***]4.Deliverables[***]5.Reporting Requirements[***]6.First Amended Attachment C, First Amended Appendix 1 (Contract Price Breakdown) shall be updated per the Appendix 1 (Contract Price Breakdown) as provided in Attachment 1 to this Change Order.7.First Amended Attachment C, First Amended Schedule C-2 (Payment Milestones) shall be updated per the Schedule C-2 (Payment Milestones) as provided in Attachment 2 to this Change Order.8.First Amended Attachment C, First Amended Schedule C-3 (Maximum Cumulative Payment Schedule)shall be updated per the Schedule C-3 as provided in Attachment 3 to this Change Order.Attachments to support this Change Order:â€¢Attachment 1 â€“ First Amended Attachment C, First Amended Appendix 1 (Contract Price Breakdown), as updated by this Change Order(Contract Price Breakdown), as updated by this Change Orderâ€¢Attachment 2 â€“ First Amended Attachment C, First Amended Schedule C-2 (Payment Milestones), as updated by this Change Orderâ€¢Attachment 3 â€“ First Amended Attachment C, First Amended Schedule C-3 (Maximum Cumulative Payment Schedule), as updated by this Change OrderAdjustment to Contract Price1)The original Contract Price wasÂ Â Â Â $8,658,280,0002)Net change by previously authorized Change Orders (See Appendix 1)Â Â Â Â $ 523,313,6113)The Contract Price prior to this Change Order wasÂ Â Â Â $9,181,593,6114)The Aggregate Equipment Price will be unchanged by this Change Orderin the amount ofÂ Â Â Â $ 05)The Aggregate Labor and Skills Price will be increased by this Change Orderin the amount ofÂ Â Â Â $ 3,815,9006)The total Aggregate Equipment, Labor and Skills Price will be increasedby this Change Order in the amount ofÂ Â Â Â $Â Â Â Â 3,815,9007)The new Contract Price including this Change Order will beÂ Â Â Â $ 9,185,409,511Adjustment to Key DatesThe following Key Dates are modified (list all Key Dates modified; insert N/A if no Key Dates modified):The Key Date for N/A will be (increased)(decreased) by N/A Days.The Key Date for N/A as of the date of this Change Order therefore is N/A Days after NTP.(list all Key Dates that are modified by this Change Order using the format set forth above)The Guaranteed Date of N/A will be (increased)(decreased) by N/A Days.The Guaranteed Date of N/A as of the effective date of this Change Order therefore is N/A Days after NTP.(list all Guaranteed Dates that are modified by this Change Order using the format set forth above)Attached to this Change Order is an updated Schedule E-1 which shall reflect and highlight any adjustment(s) to the Key Dates agreed to in this Change Order. N/AImpact to other Changed Criteria (insert N/A if no changes or impact; attach additional documentation if necessary)Impact on Payment Schedule (including, as applicable, Payment Milestones):The Schedule C-2 (Payment Milestones) is updated as provided in Attachment 2.Impact on Maximum Cumulative Payment Schedule:The Schedule C-3 (Maximum Cumulative Payment Schedule) is updated as provided in Attachment 3.Impact on Minimum Acceptance Criteria: N/A Impact on Performance Guarantees: N/A Impact on Basis of Design: N/AImpact on the Total Reimbursement Amount: N/AAny other impacts to obligation or potential liability of Contractor or Owner under the Agreement: N/A[A]This Change Order shall constitute a full and final settlement and accord and satisfaction of all effects of the changes reflected in this Change Order upon the Change Criteria and shall be deemed to compensate Contractor fully for such change. Initials: SFO Contractor AT Owner[B]Pursuant to Section 6.4 of the Agreement, this Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Change Criteria and shall not be deemed to compensate Contractor fully for such change. Initials: Contractor OwnerUpon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification. Except as modified by this and any previously issued Change Orders or any amendments to the Agreement, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Partiesâ€™ duly authorized representatives. This Change Order represents full and final consideration and/or adjustments for the above change, except as set out above./s/ Alex Thompson/s/ Scott OsborneOwnerOwnerAlex ThompsonScott OsborneNameNameAuthorized PersonSenior Project ManagerTitleTitleJuly 18, 2024July 18, 2024Date of SigningDate of SigningCHANGE ORDER(for use when the Parties mutually agree upon and execute the Change Order pursuant to Section 6.1D or 6.2C)PROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityDATE OF AGREEMENT: September 14, 2022AGREEMENT: Amended and Restated Fixed Price Turnkey Agreement for Trains 1 and 2CHANGE ORDER NUMBER:Owner EC Number: EC00155Contractor Change Number SC0090OWNER: Rio Grande LNG, LLCEFFECTIVE DATE OF CHANGE ORDER:August 29, 2024CONTRACTOR: Bechtel Energy Inc.TITLE: ATTACHMENT T - MODIFICATION TO NOISE RECEPTOR LOCATIONS AND VOLUMESThe EPC Agreement between the Parties listed above is changed as follows: (attach additional documentation if necessary)BACKGROUNDA change to the noise receptor location is being made as it was previously located outside of the containment dike.CHANGE1.Attachment T (Minimum Acceptance Criteria, Performance Guarantees and Performance Liquidated Damages) shall be modified as follows:a.Â Â Â Â Â Section 4.1 (Train 1 Environmental Permit Compliance Guarantee) shall be updated per the red-line mark-up as provided in Attachment 1 to this Change Order.b.Â Â Â Â Â Section 4.2 (Train 2 Environmental Permit Compliance Guarantee) shall be updated per the red-line mark-up as provided in Attachment 2 to this Change Order.Attachments to support this Change Order:â€¢Attachment 1 â€“ Attachment T, Section 4.1 (Train 1 Environmental Permit Compliance Guarantee), Red- line mark-up of Section 4.1â€¢Attachment 2 â€“ Attachment T, Section 4.2 (Train 2 Environmental Permit Compliance Guarantee), Red- line mark-up of Section 4.2Adjustment to Contract Price1)The original Contract Price wasÂ Â Â Â $8,658,280,0002)Net change by previously authorized Change Orders (See Appendix 1)Â Â Â Â $ 527,129,5113)The Contract Price prior to this Change Order wasÂ Â Â Â $ 9,185,409,5114)The Aggregate Equipment Price will be unchanged by this Change Orderin the amount ofÂ Â Â Â $Â Â Â Â 05)The Aggregate Labor and Skills Price will be unchanged by this Change Orderin the amount ofÂ Â Â Â $Â Â Â Â 06)The total Aggregate Equipment, Labor and Skills Price will be unchangedby this Change Order in the amount ofÂ Â Â Â $Â Â Â Â 07)The new Contract Price including this Change Order will beÂ Â Â Â $ 9,185,409,511Adjustment to Key DatesThe following Key Dates are modified (list all Key Dates modified; insert N/A if no Key Dates modified):The Key Date for N/A will be (increased)(decreased) by N/A Days.The Key Date for N/A as of the date of this Change Order therefore is N/A Days after NTP.(list all Key Dates that are modified by this Change Order using the format set forth above)The Guaranteed Date of N/A will be (increased)(decreased) by N/A Days.The Guaranteed Date of N/A as of the effective date of this Change Order therefore is N/A Days after NTP.(list all Guaranteed Dates that are modified by this Change Order using the format set forth above)Attached to this Change Order is an updated Schedule E-1 which shall reflect and highlight any adjustment(s) to the Key Dates agreed to in this Change Order. N/AImpact to other Changed Criteria (insert N/A if no changes or impact; attach additional documentation if necessary)Impact on Payment Schedule (including, as applicable, Payment Milestones): N/A Impact on Maximum Cumulative Payment Schedule: N/AImpact on Minimum Acceptance Criteria: N/AImpact on Performance Guarantees: N/AImpact on Basis of Design: N/AImpact on the Total Reimbursement Amount: N/AAny other impacts to obligation or potential liability of Contractor or Owner under the EPC Agreement: N/A[A]This Change Order shall constitute a full and final settlement and accord and satisfaction of all effects of the changes reflected in this Change Order upon the Change Criteria and shall be deemed to compensate Contractor fully for such change. Initials: SFO Contractor AT Owner[B]Pursuant to Section 6.4 of the Agreement, this Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Change Criteria and shall not be deemed to compensate Contractor fully for such change. Initials: Contractor OwnerUpon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the Amended and Restated EPC Agreement without exception or qualification. Except as modified by this and any previously issued Change Orders or any amendments to the EPC Agreement, all other terms and conditions of the EPC Agreement shall remain in full force and effect. This Change Order is executed by each of the Partiesâ€™ duly authorized representatives. This Change Order represents full and final consideration and/or adjustments for the above change, except as set out above./s/ Alex Thompson/s/ Scott OsborneOwnerOwnerAlex ThompsonScott OsborneNameNameAuthorized PersonSenior Project ManagerTitleTitleAugust 29, 2024August 29, 2024Date of SigningDate of SigningCHANGE ORDER(for use when the Parties mutually agree upon and execute the Change Order pursuant to Section 6.1D or 6.2C)PROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityDATE OF AGREEMENT: September 14, 2022AGREEMENT: Amended and Restated Fixed Price Turnkey Agreement for Trains 1 and 2CHANGE ORDER NUMBER:Owner EC Number: EC00163Contractor Change Number SC0091OWNER: Rio Grande LNG, LLCEFFECTIVE DATE OF CHANGE ORDER:August 29, 2024CONTRACTOR: Bechtel Energy Inc.TITLE: ATTACHMENT KK - CURRENT INDEX VALUE UPDATES FOR Q2-2024The EPC Agreement between the Parties listed above is changed as follows: (attach additional documentation if necessary)BACKGROUNDPursuant to Section 1.2 of First Amended Attachment KK, the Contract Price will be adjusted quarterly to reflect the cumulative amount of Rise and Fall for the commodities listed in the First Amended Appendix 1 (Commodity Price Rise and Fall Payment Calculations). The commodities as listed in First Amended Appendix 1 (Commodity Price Rise and Fall Payment Calculation) which are subject to Rise and Fall during the Transaction Period of Q1-2024 are:1.REINFORCING STEEL BAR (REBAR)2.STAINLESS STEEL PIPE MATERIAL, PIPE, FLANGES3.CARBON STEEL PIPE MATERIAL, PIPE, FLANGES4.USA FABRICATED STRUCTURAL STEEL5.UAE FABRICATED STRUCTURAL STEEL6.WIRE AND CABLE (COPPER)7.CONSTRUCTION FUELCHANGE1.First Amended Attachment KK, First Amended Appendix 1 (Commodity Price Rise and Fall Payment Calculation) shall be updated per the First Amended Appendix 1 (Commodity Price Rise and Fall Calculation) as provided in Attachment 1 to this Change Order.2.First Amended Attachment C, First Amended Appendix 1 (Contract Price Breakdown) shall be updated per the Appendix 1 (Contract Price Breakdown) as provided in Attachment 2 to this Change Order.3.First Amended Attachment C, First Amended Schedule C-2 (Payment Milestones) shall be updated per the Schedule C-2 (Payment Milestones) as provided in Attachment 3 to this Change Order.4.First Amended Attachment C, First Amended Schedule C-3 (Maximum Cumulative Payment Schedule)shall be updated per the Schedule C-3 as provided in Attachment 4 to this Change Order.Attachments:â€¢Attachment 1 â€“ First Amended Attachment KK, First Amended Appendix 1 (Commodity Price Rise and Fall Payment Calculation), as updated by this Change Orderâ€¢Attachment 2 â€“ First Amended Attachment C, First Amended Appendix 1 (Contract Price Breakdown), as updated by this Change Orderâ€¢Attachment 3 â€“ First Amended Attachment C, First Amended Schedule C-2 (Payment Milestones), as updated by this Change Orderâ€¢Attachment 4 â€“ First Amended Attachment C, First Amended Schedule C-3 (Maximum Cumulative Payment Schedule), as updated by this Change Order.â€¢Attachment 5 - Contract Price Adjustment CalculationAdjustment to Contract Price1)The original Contract Price wasÂ Â Â Â $8,658,280,0002)Net change by previously authorized Change Orders (See Appendix 1) ..... $ 527,129,5113)The Contract Price prior to this Change Order wasÂ Â Â Â $9,185,409,5114)The Aggregate Equipment Price will be decreased by this Change Orderin the amount of ..... $ (3,253,509)5)The Aggregate Labor and Skills Price will be unchanged by this Change Orderin the amount of ..... $ 06)The total Aggregate Equipment, Labor and Skills price will be decreasedby this Change Order in the amount of ..... $Â Â Â Â (3,253,509)7)The new Contract Price including this Change Order will beÂ Â Â Â $9,182,156,002Adjustment to Key Dates:The following Key Dates are modified (list all Key Dates modified; insert N/A if no Key Dates modified)The Key Date for N/A will be (increased)(decreased) by N/A Days.The Key Date for N/A as of the date of this Change Order therefore is N/A Days after NTP.(list all Key Dates that are modified by this Change Order using the format set forth above)The Guaranteed Date of N/A will be (increased)(decreased) by N/A Days.The Guaranteed Date of N/A as of the effective date of this Change Order therefore is N/A Days after NTP.(list all Guaranteed Dates that are modified by this Change Order using the format set forth above)Attached to this Change Order is an updated Schedule E-1 which shall reflect and highlight any adjustment(s) to the Key Dates agreed to in this Change Order. N/AImpact to other Changed Criteria: (insert N/A if no changes or impact; attach additional documentation if necessary)Impact on Payment Schedule (including, as applicable, Payment Milestones):The Schedule C-2 (Payment Milestones) is updated as provided in Attachment 3.Impact on Maximum Cumulative Payment Schedule:The Schedule C-3 (Maximum Cumulative Payment Schedule) is updated as provided in Attachment 4.Impact on Minimum Acceptance Criteria: N/A Impact on Performance Guarantees: N/A Impact on Basis of Design: N/AImpact on the Total Reimbursement Amount: The Total Reimbursement Amount is changed from $71,688,817 to $ 71,450,851, a decrease of $237,966.Any other impacts to obligation or potential liability of Contractor or Owner under the EPC Agreement: N/A[A]This Change Order shall constitute a full and final settlement and accord and satisfaction of all effects of the changes reflected in this Change Order upon the Change Criteria and shall be deemed to compensate Contractor fully[B] Pursuant to Section 6.4 of the Agreement, this Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Change Criteria and shall not be deemed to compensate Contractor fully for such change, subject to the below:Â Â Â Â Initials:Â Â Â Â ContractorÂ Â Â Â OwnerUpon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the Agreement without exception or qualification. Except as modified by this and any previously issued Change Orders or any amendments to the Agreement, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Partiesâ€™ duly authorized representatives. This Change Order represents full and final consideration and/or adjustments for the above change, except as set out above./s/ Alex Thompson/s/ Scott OsborneOwnerOwnerAlex ThompsonScott OsborneNameNameAuthorized PersonSenior Project ManagerTitleTitleAugust 29, 2024August 29, 2024Date of SigningDate of SigningCHANGE ORDER(for use when the Parties mutually agree upon and execute the Change Order pursuant to Section 6.1D or 6.2C)PROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityDATE OF AGREEMENT: September 14, 2022AGREEMENT: Amended and Restated Fixed Price Turnkey Agreement for Trains 1 and 2CHANGE ORDER NUMBER:Owner EC Number: EC00154Contractor Change Number SC0089OWNER: Rio Grande LNG, LLCEFFECTIVE DATE OF CHANGE ORDER:August 29, 2024CONTRACTOR: Bechtel Energy Inc.TITLE: TEMPORARY WATER AT NTP+3M PROVISIONAL SUM TRUE-UPThe EPC Agreement between the Parties listed above is changed as follows: (attach additional documentation if necessary)BACKGROUNDPursuant to Attachment JJ, Section 5 (Temporary Water Supply at NTP+3 Months Provisional Sum, Owner and Contractor shall execute a Change Order to adjust the Contract Price based on the actual number of water deliveries to the Site and the duration of time such deliveries were made between Day [***] following NTP until the completed installation of the fresh water supply line and tie-in point. Rates for each water delivery and the associated fixed monthly charges are in accordance with the First Amended Attachment D, Schedule D-5 (Pricing for Change Orders and Change Directives as modified by Change Order EC00011_SC00007 (Temporary Water â€“ NTP+3M. The calculation for the Contract Price adjustment is provided in Table 1 below.The fresh water supply line and tie-in point were completed and made available to Contractor on May 12, 2024. Backup documentation for the number of deliveries to the Site is provided in Attachment 4 to this Change Order. Table 1 â€“ Calculation for Contract Price Adjustment [***][***]CHANGE1.First Amended Attachment C, First Amended Appendix 1 (Contract Price Breakdown) shall be updated per the Appendix 1 (Contract Price Breakdown) as provided in Attachment 1 to this Change Order.2.First Amended Attachment C, First Amended Schedule C-2 (Payment Milestones) shall be updated per the Schedule C-2 (Payment Milestones) as provided in Attachment 2 to this Change Order.3.First Amended Attachment C, First Amended Schedule C-3 (Maximum Cumulative Payment Schedule)shall be updated per the Schedule C-3 as provided in Attachment 3 to this Change Order.Attachments to support this Change Order:â€¢Attachment 1 â€“ First Amended Attachment C, First Amended Appendix 1 (Contract Price Breakdown), as updated by this Change Orderâ€¢Attachment 2 â€“ First Amended Attachment C, First Amended Schedule C-2 (Payment Milestones), as updated by this Change Orderâ€¢Attachment 3 â€“ First Amended Attachment C, First Amended Schedule C-3 (Maximum Cumulative Payment Schedule), as updated by this Change Order.â€¢Attachment 4 â€“ Water Delivery Backup DocumentsAdjustment to Contract Price1)The original Contract Price wasÂ Â Â Â $8,658,280,0002)Net change by previously authorized Change Orders (See Appendix 1) ..... $ 523,876,0023)The Contract Price prior to this Change Order wasÂ Â Â Â $9,182,156,0024)The Aggregate Equipment Price will be decreased by this Change Orderin the amount of ..... $ (3,155,400)5)The Aggregate Labor and Skills Price will be unchanged by this Change Orderin the amount of ..... $ 06)The total Aggregate Equipment, Labor and Skills price will be decreasedby this Change Order in the amount of

..... $Â Â Â Â (3,155,400)7)The new Contract Price including this Change Order will beÂ Â Â Â $9,179,000,602Adjustment to Key Dates:The following Key Dates are modified (list all Key Dates modified; insert N/A if no Key Dates modified)The Key Date for N/A will be (increased)(decreased) by N/A Days.The Key Date for N/A as of the date of this Change Order therefore is N/A Days after NTP.(list all Key Dates that are modified by this Change Order using the format set forth above)The Guaranteed Date of N/A will be (increased)(decreased) by N/A Days.The Guaranteed Date of N/A as of the effective date of this Change Order therefore is N/A Days after NTP.(list all Guaranteed Dates that are modified by this Change Order using the format set forth above)Attached to this Change Order is an updated Schedule E-1 which shall reflect and highlight any adjustment(s) to the Key Dates agreed to in this Change Order. N/AImpact to other Changed Criteria: (insert N/A if no changes or impact; attach additional documentation if necessary)Impact on Payment Schedule (including, as applicable, Payment Milestones):The Schedule C-2 (Payment Milestones) is updated as provided in Attachment 2.Impact on Maximum Cumulative Payment Schedule:The Schedule C-3 (Maximum Cumulative Payment Schedule) is updated as provided in Attachment 3.Impact on Minimum Acceptance Criteria: N/A Impact on Performance Guarantees: N/A Impact on Basis of Design: N/AImpact on the Total Reimbursement Amount: N/AAny other impacts to obligation or potential liability of Contractor or Owner under the EPC Agreement: N/A[A]This Change Order shall constitute a full and final settlement and accord and satisfaction of all effects of the changes reflected in this Change Order upon the Change Criteria and shall be deemed to compensate Contractor fully[B] Pursuant to Section 6.4 of the Agreement, this Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Change Criteria and shall not be deemed to compensate Contractor fully for such change, subject to the below:Â Â Â Â Initials:Â Â Â Â ContractorÂ Â Â Â OwnerUpon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the Agreement without exception or qualification. Except as modified by this and any previously issued Change Orders or any amendments to the Agreement, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Partiesâ€™ duly authorized representatives. This Change Order represents full and final consideration and/or adjustments for the above change, except as set out above./s/ Alex Thompson/s/ Scott OsborneOwnerOwnerAlex ThompsonScott OsborneNameNameAuthorized PersonSenior Project ManagerTitleTitleAugust 29, 2024August 29, 2024Date of SigningDate of Signing EX-10.3 4 ex103-3q24.htm EX-10.3 DocumentExhibit 10.3Â Â Â Â CERTAIN INFORMATION OF THIS DOCUMENT HAS BEEN REDACTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. INFORMATION THAT WAS OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK â€œ[***].â€CHANGE ORDER(for use when the Parties mutually agree upon and execute the Change Order pursuant to Section 6.1D or 6.2C)PROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityDATE OF AGREEMENT: September 15, 2022AGREEMENT: Amended and Restated Fixed Price Turnkey Agreement for Train 3CHANGE ORDER NUMBER:Owner EC Number: EC00156Contractor Change Number SCT3033OWNER: Rio Grande LNG, LLCEFFECTIVE DATE OF CHANGE ORDER:August 29, 2024CONTRACTOR: Bechtel Energy Inc.TITLE: ATTACHMENT T - MODIFICATION TO NOISE RECEPTOR LOCATION AND VOLUMEThe EPC Agreement between the Parties listed above is changed as follows: (attach additional documentation if necessary)BACKGROUNDA change to the noise receptor location is being made as it was previously located outside of the containment dike.CHANGE1.Attachment T (Minimum Acceptance Criteria, Performance Guarantees and Performance Liquidated Damages) shall be modified as follows:a.Section 4.1 (Train 3 Environmental Permit Compliance Guarantee) shall be updated per the red-line mark-up as provided in Attachment 1 to this Change Order.Attachments to support this Change Order:â€¢Attachment 1 â€“ Attachment T, Section 4.1 (Train 3 Environmental Permit Compliance Guarantee), Red- line mark-up of Section 4.1Adjustment to Contract Price1)The original Contract Price wasÂ Â Â Â $3,042,334,0002)Net change by previously authorized Change Orders (See Appendix 1)Â Â Â Â $116,746,1853)The Contract Price prior to this Change Order wasÂ Â Â Â $3,159,080,1854)The Aggregate Equipment Price will be unchanged by this Change Orderin the amount ofÂ Â Â Â $_____ 05)The Aggregate Labor and Skills Price will be unchanged by this Change Orderin the amount ofÂ Â Â Â $_____06)The total Aggregate Equipment, Labor and Skills Price will be unchangedby this Change Order in the amount ofÂ Â Â Â $_____07)The new Contract Price including this Change Order will beÂ Â Â Â $3,159,080,185Adjustment to Key DatesThe following Key Dates are modified (list all Key Dates modified; insert N/A if no Key Dates modified):The Key Date for N/A will be (increased)(decreased) by N/A Days.The Key Date for N/A as of the date of this Change Order therefore is N/A Days after NTP.(list all Key Dates that are modified by this Change Order using the format set forth above)The Guaranteed Date of N/A will be (increased)(decreased) by N/A Days.The Guaranteed Date of N/A as of the effective date of this Change Order therefore is N/A Days after NTP.(list all Guaranteed Dates that are modified by this Change Order using the format set forth above)Attached to this Change Order is an updated Schedule E-1 which shall reflect and highlight any adjustment(s) to the Key Dates agreed to in this Change Order. 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Initials: SFO Contractor AT Owner[B]Pursuant to Section 6.4 of the Agreement, this Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Change Criteria and shall not be deemed to compensate Contractor fully for such change. Initials: Contractor OwnerUpon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the Amended and Restated EPC Agreement without exception or qualification. Except as modified by this and any previously issued Change Orders or any amendments to the EPC Agreement, all other terms and conditions of the EPC Agreement shall remain in full force and effect. This Change Order is executed by each of the Partiesâ€™ duly authorized representatives. This Change Order represents full and final consideration and/or adjustments for the above change, except as set out above./s/ Alex Thompson/s/ Scott OsborneOwnerOwnerAlex ThompsonScott OsborneNameNameAuthorized PersonSenior Project ManagerTitleTitleAugust 29, 2024August 29, 2024Date of SigningDate of SigningCHANGE ORDER(for use when the Parties mutually agree upon and execute the Change Order pursuant to Section 6.1D or 6.2C)PROJECT NAME: Rio Grande Natural Gas Liquefaction FacilityDATE OF AGREEMENT: September 15, 2022AGREEMENT: Amended and Restated Fixed Price Turnkey Agreement for Train 3CHANGE ORDER NUMBER:Owner EC Number: EC00164Contractor Change Number SCT3034OWNER: Rio Grande LNG, LLCEFFECTIVE DATE OF CHANGE ORDER:August 29, 2024CONTRACTOR: Bechtel Energy Inc.TITLE: ATTACHMENT KK BASELINE INDEX VALUE UPDATES FOR Q2-2024The EPC Agreement between the Parties listed above is changed as follows: (attach additional documentation if necessary)BACKGROUNDPursuant to Section 1.2 of First Amended Attachment KK, the Contract Price will be adjusted quarterly to reflect the cumulative amount of Rise and Fall for the commodities listed in the First Amended Appendix 1 (Commodity Price Rise and Fall Payment Calculations). The commodities as listed in First Amended Appendix 1 (Commodity Price Rise and Fall Payment Calculation) which are subject to Rise and Fall during the Transaction Period of Q2-2024 are:2. STAINLESS STEEL PIPE MATERIAL, PIPE, FLANGES3. CARBON STEEL PIPE MATERIAL, PIPE, FLANGES6. CONSTRUCTION FUELCHANGE1.Â Â Â Â First Amended Attachment KK, First Amended Appendix 1 (Commodity Price Rise and Fall Payment Calculation) shall be updated per the First Amended Appendix 1 (Commodity Price Rise and Fall Calculation) as provided in Attachment 1 to this Change Order.2.First Amended Attachment C, First Amended Appendix 1 (Contract Price Breakdown) shall be updated per the Appendix 1 (Contract Price Breakdown) as provided in Attachment 2 to this Change Order.3.First Amended Attachment C, First Amended Schedule C-2 (Payment Milestones) shall be updated per the Schedule C-2 (Payment Milestones) as provided in Attachment 3 to this Change Order.4.First Amended Attachment C, First Amended Schedule C-3 (Maximum Cumulative Payment Schedule) shall be updated per the Schedule C-3 as provided in Attachment 4 to this Change Order.Attachments:â€¢Attachment 1 â€“ First Amended Attachment KK, First Amended Appendix 1 (Commodity Price Rise and Fall Payment Calculation), as updated by this Change Orderâ€¢Attachment 2 â€“ First Amended Attachment C, First Amended Appendix 1 (Contract Price Breakdown), as updated by this Change Orderâ€¢Attachment 3 â€“ First Amended Attachment C, First Amended Schedule C-2 (Payment Milestones), as updated by this Change Orderâ€¢Attachment 4 â€“ First Amended Attachment C, First Amended Schedule C-3 (Maximum Cumulative Payment Schedule), as updated by this Change Order.â€¢Attachment 5 â€“ Contract Price Adjustment CalculationAdjustment to Contract Price1)The original Contract Price wasÂ Â Â Â $ 3,042,334,0002)Net change by previously authorized Change Orders (See Appendix 1) ..... $ 116,746,1853)The Contract Price prior to this Change Order wasÂ Â Â Â $ 3,159,080,1854)The Aggregate Equipment Price will be decreased by this Change Orderin the amount of ..... $ (613,643)5)The Aggregate Labor and Skills Price will be unchanged by this Change Orderin the amount of ..... $ 06)The total Aggregate Equipment, Labor and Skills price will be decreasedby this Change Order in the amount of ..... $Â Â Â Â (613,643)7)The new Contract Price including this Change Order will beÂ Â Â Â $ 3,158,466,842Adjustment to Key Dates:The following Key Dates are modified (list all Key Dates modified; insert N/A if no Key Dates modified)The Key Date for N/A will be (increased)(decreased) by N/A Days.The Key Date for N/A as of the date of this Change Order therefore is N/A Days after NTP.(list all Key Dates that are modified by this Change Order using the format set forth above)The Guaranteed Date of N/A will be (increased)(decreased) by N/A Days.The Guaranteed Date of N/A as of the effective date of this Change Order therefore is N/A Days after NTP.(list all Guaranteed Dates that are modified by this Change Order using the format set forth above)Attached to this Change Order is an updated Schedule E-1 which shall reflect and highlight any adjustment(s) to the Key Dates agreed to in this Change Order. N/AImpact to other Changed Criteria: (insert N/A if no changes or impact; attach additional documentation if necessary)Impact on Payment Schedule (including, as applicable, Payment Milestones):The Schedule C-2 (Payment Milestones) is updated as provided in Attachment 3.Impact on Maximum Cumulative Payment Schedule:The Schedule C-3 (Maximum Cumulative Payment Schedule) is updated as provided in Attachment 4.Impact on Minimum Acceptance Criteria: N/AImpact on Performance Guarantees: N/AImpact on Basis of Design: N/AImpact on the Total Reimbursement Amount: The Total Reimbursement Amount is changed from $27,311,550 to$27,163,545, a decrease of $148,005.Any other impacts to obligation or potential liability of Contractor or Owner under the EPC Agreement: N/A[A]This Change Order shall constitute a full and final settlement and accord and satisfaction of all effects of the changes reflected in this Change Order upon the Change Criteria and shall be deemed to compensate Contractor fully for such change, subject to the below:Â Â Â Â Initials: SFO Contractor AT Owner[B]Pursuant to Section 6.4 of the Agreement, this Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Change Criteria and shall not be deemed to compensate Contractor fully for such change, subject to the below:Â Â Â Â Initials:Â Â Â Â ContractorÂ Â Â Â OwnerUpon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the Agreement without exception or qualification. Except as modified by this and any previously issued Change Orders or any amendments to the Agreement, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Partiesâ€™ duly authorized representatives. This Change Order represents full and final consideration and/or adjustments for the above change, except as set out above./s/ Alex Thompson/s/ Scott OsborneOwnerOwnerAlex ThompsonScott OsborneNameNameAuthorized PersonSenior Project ManagerTitleTitleAugust 29, 2024August 29, 2024Date of SigningDate of Signing EX-31.1 5 ex311-3q24.htm EX-31.1 DocumentExhibit 31.1CERTIFICATION BY CHIEF EXECUTIVE OFFICERPURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACTI, Matthew K. Schatzman, certify that:1.I have reviewed this Quarterly Report on Form 10-Q of NextDecade Corporation;2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;4.The registrantâ€™s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:a)Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;b)Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;c)Evaluated the effectiveness of the registrantâ€™s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;d)Disclosed in this report any change in the registrantâ€™s internal control over financial reporting that occurred during the registrantâ€™s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting; and5.The registrantâ€™s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrantâ€™s auditors and the audit committee of the registrantâ€™s board of directors (or persons performing the equivalent functions):a)All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrantâ€™s ability to record, process, summarize and report financial information; andb)Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrantâ€™s internal control over financial reporting.Date: NovemberÂ 7, 2024/s/ Matthew K. SchatzmanÂ Matthew K. SchatzmanÂ Chairman of the Board and Chief Executive Officer(Principal Executive Officer) EX-31.2 6 ex312-3q24.htm EX-31.2 DocumentExhibit 31.2 CERTIFICATION BY CHIEF FINANCIAL OFFICERPURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACT I, Brent E. Wahl, certify that:1.I have reviewed this Quarterly Report on Form 10-Q of NextDecade Corporation;2.Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;3.Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;4.The registrantâ€™s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:a)Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;b)Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;c)Evaluated the effectiveness of the registrantâ€™s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;d)Disclosed in this report any change in the registrantâ€™s internal control over financial reporting that occurred during the registrantâ€™s most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrantâ€™s internal control over financial reporting; and5.The registrantâ€™s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrantâ€™s auditors and the audit committee of the registrantâ€™s board of directors (or persons performing the equivalent functions):a)All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrantâ€™s ability to record, process, summarize and report financial information; andb)Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrantâ€™s internal control over financial reporting.Date: NovemberÂ 7, 2024/s/ Brent E. WahlÂ Brent E. WahlÂ Chief Financial Officer(Principal Financial Officer) EX-32.1 7 ex321-3q24.htm EX-32.1 DocumentExhibit 32.1 CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 I, Matthew K. Schatzman, Chairman of the Board and Chief Executive Officer of NextDecade Corporation (the â€œCompanyâ€), hereby certify, pursuant to 18 U.S.C. Â§1350, as adopted pursuant to Â§906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:(1)The Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended SeptemberÂ 30, 2024 (the â€œReportâ€) fully complies with the

requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and(2)The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.Date: NovemberÂ 7, 2024/s/ Matthew K. SchatzmanMatthew K. SchatzmanChairman of the Board and Chief Executive Officer(Principal Executive Officer) EX-32.2 8 ex322-3q24.htm EX-32.2 DocumentExhibit 32.2 CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 I, Brent E. Wahl, Chief Financial Officer of NextDecade Corporation (the â€œCompanyâ€), hereby certify, pursuant to 18 U.S.C. Â§1350, as adopted pursuant to Â§906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:(1)The Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended SeptemberÂ 30, 2024 (the â€œReportâ€) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and(2)The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.Date: NovemberÂ 7, 2024/s/ Brent E. WahlÂ Brent E. WahlÂ Chief Financial Officer(Principal Financial Officer) EX-101.SCH 9 next-20240930.xsd XBRL TAXONOMY EXTENSION SCHEMA DOCUMENT 0000001 - Document - Cover Page link:presentationLink link:calculationLink link:definitionLink 9952151 - Statement - Consolidated Balance Sheets link:presentationLink link:calculationLink link:definitionLink 9952152 - Statement - Consolidated Balance Sheets (Parentheticals) link:presentationLink link:calculationLink link:definitionLink 9952153 - Statement - Consolidated Statements of Operations link:presentationLink link:calculationLink link:definitionLink 9952154 - Statement - Consolidated Statement of Stockholders' Equity and Convertible Preferred Stock link:presentationLink link:calculationLink link:definitionLink 9952155 - Statement - Consolidated Statements of Cash Flows link:presentationLink link:calculationLink link:definitionLink 9952156 - Disclosure - Background and Basis of Presentation link:presentationLink link:calculationLink link:definitionLink 9952157 - Disclosure - Property, Plant and Equipment link:presentationLink link:calculationLink link:definitionLink 9952158 - Disclosure - Derivatives link:presentationLink link:calculationLink link:definitionLink 9952159 - Disclosure - Leases link:presentationLink link:calculationLink link:definitionLink 9952160 - Disclosure - Accrued Liabilities and Other Current Liabilities link:presentationLink link:calculationLink link:definitionLink 9952161 - Disclosure - Debt link:presentationLink link:calculationLink link:definitionLink 9952162 - Disclosure - Variable Interest Entity link:presentationLink link:calculationLink link:definitionLink 9952163 - Disclosure - Net Loss Per Share link:presentationLink link:calculationLink link:definitionLink 9952164 - Disclosure - Share-based Compensation link:presentationLink link:calculationLink link:definitionLink 9952165 - Disclosure - Income Taxes link:presentationLink link:calculationLink link:definitionLink 9952166 - Disclosure - Commitments and Contingencies link:presentationLink link:calculationLink link:definitionLink 9952167 - Disclosure - Supplemental Cash Flows link:presentationLink link:calculationLink link:definitionLink 9954471 - Disclosure - Property, Plant and Equipment (Tables) link:presentationLink link:calculationLink link:definitionLink 9954472 - Disclosure - Derivatives (Tables) link:presentationLink link:calculationLink link:definitionLink 9954473 - Disclosure - Leases (Tables) link:presentationLink link:calculationLink link:definitionLink 9954474 - Disclosure - Accrued Liabilities and Other Current Liabilities (Tables) link:presentationLink link:calculationLink link:definitionLink 9954475 - Disclosure - Debt (Tables) link:presentationLink link:calculationLink link:definitionLink 9954476 - Disclosure - Variable Interest Entity (Tables) link:presentationLink link:calculationLink link:definitionLink 9954477 - Disclosure - Net Loss Per Share (Tables) link:presentationLink link:calculationLink link:definitionLink 9954478 - Disclosure - Share-based Compensation (Tables) link:presentationLink link:calculationLink link:definitionLink 9954479 - Disclosure - Supplemental Cash Flows (Tables) link:presentationLink link:calculationLink link:definitionLink 9954480 - Disclosure - Background and Basis of Presentation (Details) link:presentationLink link:calculationLink link:definitionLink 9954481 - Disclosure - Property, Plant and Equipment - Schedule of Property, Plant and Equipment (Details) link:presentationLink link:calculationLink link:definitionLink 9954482 - Disclosure - Derivatives - Narrative (Details) link:presentationLink link:calculationLink link:definitionLink 9954483 - Disclosure - Derivatives - Interest Rate Swaps Outstanding (Details) link:presentationLink link:calculationLink link:definitionLink 9954484 - Disclosure - Leases - Narrative (Details) link:presentationLink link:calculationLink link:definitionLink 9954485 - Disclosure - Leases - Maturity of Operating Leases (Details) link:presentationLink link:calculationLink link:definitionLink 9954485 - Disclosure - Leases - Maturity of Operating Leases (Details) link:presentationLink link:calculationLink link:definitionLink 9954486 - Disclosure - Leases - Lease Expense (Details) link:presentationLink link:calculationLink link:definitionLink 9954487 - Disclosure - Accrued Liabilities and Other Current Liabilities - Schedule of Accrued Liabilities and Other Current Liabilities (Details) link:presentationLink link:calculationLink link:definitionLink 9954488 - Disclosure - Debt - Schedule of Debt (Details) link:presentationLink link:calculationLink link:definitionLink 9954489 - Disclosure - Debt - Narrative (Details) link:presentationLink link:calculationLink link:definitionLink 9954490 - Disclosure - Debt - Schedule of Credit Facilities Outstanding (Details) link:presentationLink link:calculationLink link:definitionLink 9954491 - Disclosure - Debt - Schedule of Maturities of Long-term Debt (Details) link:presentationLink link:calculationLink link:definitionLink 9954492 - Disclosure - Debt - Schedule of Interest Expense (Details) link:presentationLink link:calculationLink link:definitionLink 9954493 - Disclosure - Debt - Carrying Amount and Fair Value of Debt (Details) link:presentationLink link:calculationLink link:definitionLink 9954494 - Disclosure - Variable Interest Entity (Details) link:presentationLink link:calculationLink link:definitionLink 9954495 - Disclosure - Net Loss Per Share (Details) link:presentationLink link:calculationLink link:definitionLink 9954496 - Disclosure - Share-based Compensation - Narrative (Details) link:presentationLink link:calculationLink link:definitionLink 9954497 - Disclosure - Share-based Compensation - Assumptions used in Estimating Fair Value of Stock Options (Details) link:presentationLink link:calculationLink link:definitionLink 9954498 - Disclosure - Income Taxes (Details) link:presentationLink link:calculationLink link:definitionLink 9954499 - Disclosure - Supplemental Cash Flows (Details) link:presentationLink link:calculationLink link:definitionLink EX-101.CAL 10 next-20240930_cal.xml XBRL TAXONOMY EXTENSION CALCULATION LINKBASE DOCUMENT EX-101.DEF 11 next-20240930_def.xml XBRL TAXONOMY EXTENSION DEFINITION LINKBASE DOCUMENT EX-101.LAB 12 next-20240930_lab.xml XBRL TAXONOMY EXTENSION LABEL LINKBASE DOCUMENT Corporate and other Corporate Segment and Other Operating Segment [Member] Adjustment to reconcile net (loss) income to net cash used in operating activities Adjustments to Reconcile Net Income (Loss) to Cash Provided by (Used in) Operating Activities [Abstract] Statistical Measurement [Domain] Statistical Measurement [Domain] Schedule of Lease, Cost Lease, Cost [Table Text Block] Non-cash settlement of warrant liabilities Noncash Or Part Noncash Settlement Of Warrant Liabilities Noncash Or Part Noncash Settlement Of Warrant Liabilities Cover [Abstract] Net (decrease) increase in cash, cash equivalents and restricted cash Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Period Increase (Decrease), Including Exchange Rate Effect Realized derivative gain (loss) Gain (Loss) on Derivative Instruments Held for Trading Purposes, Net Schedule of Lessee, Operating Lease, Liability, to be Paid, Maturity Lessee, Operating Lease, Liability, to be Paid, Maturity [Table Text Block] Unvested stock and stock units Unvested Stock [Member] Information pertaining to unvested stock. Number of liquefaction trains under development Number Of Liquefaction Trains Under Development Number Of Liquefaction Trains Under Development Trading Symbol Trading Symbol CD Credit Facility CD Credit Facility [Member] Represents CD Credit Facility. All Trading Arrangements All Trading Arrangements [Member] Compensation Actually Paid vs. Net Income Compensation Actually Paid vs. Net Income [Text Block] Non-NEOs Non-NEOs [Member] Rule 10b5-1 Arrangement Adopted Rule 10b5-1 Arrangement Adopted [Flag] Awards Close in Time to MNPI Disclosures Awards Close in Time to MNPI Disclosures [Table] Derivative [Line Items] Derivative [Line Items] Amortization of debt issuance costs Noncash Interest Expense And Amortization of Debt Issuance Costs Noncash Interest Expense And Amortization of Debt Issuance Costs Pay vs Performance Disclosure [Line Items] Line of Credit Facility [Table] Line of Credit Facility [Table] Peer Group Total Shareholder Return Amount Peer Group Total Shareholder Return Amount Derivative [Table] Derivative [Table] Operating lease liabilities Increase (Decrease) in Operating Lease Liability Non-Rule 10b5-1 Arrangement Adopted Non-Rule 10b5-1 Arrangement Adopted [Flag] Award Timing Disclosures [Line Items] Other Increase (Decrease) in Other Operating Assets and Liabilities, Net Other Performance Measure, Amount Other Performance Measure, Amount Common stock warrants Common Stock Warrants [Member] Information pertaining to common stock warrants. Leases Lessee, Operating Leases [Text Block] Common stock, outstanding (in shares) Common Stock, Shares, Outstanding Operating lease costs Operating Lease, Cost Operating leases Operating Lease, Liability, Noncurrent Number of consecutive renewal term Lessee, Operating Lease, Number Of Consecutive Renewal Term Lessee, Operating Lease, Number Of Consecutive Renewal Term Other non-current assets Other Assets, Noncurrent Entity Tax Identification Number Entity Tax Identification Number Leases [Abstract] Variable Interest Entity Variable Interest Entity Disclosure [Text Block] Antidilutive Securities, Name [Domain] Antidilutive Securities, Name [Domain] Net cash used in operating activities Net Cash Provided by (Used in) Operating Activities Operating activities: Net Cash Provided by (Used in) Operating Activities [Abstract] Treasury Stock Treasury Stock, Common [Member] Schedule of Interest Rate Swaps Outstanding Schedule of Derivative Instruments [Table Text Block] Equity Components [Axis] Equity Components [Axis] Award Timing Method Award Timing Method [Text Block] Trading Arrangements, by Individual Trading Arrangements, by Individual [Table] Entity Common Stock, Shares Outstanding Entity Common Stock, Shares Outstanding 6.72% Senior Secured Loans 6.72% Senior Secured Loans [Member] 6.72% Senior Secured Loans Insider Trading Policies and Procedures [Line Items] Costs associated with repayment of debt Costs Associated With Repayments Of Debt Costs Associated With Repayments Of Debt Liquefied natural gas export authorized, mass Liquefied Natural Gas Export Authorized, Mass Liquefied Natural Gas Export Authorized, Mass Adjustment to Compensation, Amount Adjustment to Compensation Amount Other non-current liabilities Non-Current Common Stock Warrant Liabilities Amount of non-current common stock warrant liabilities. Compensation Amount Outstanding Recovery Compensation Amount Aggregate Change in Present Value of Accumulated Benefit for All Pension Plans Reported in Summary Compensation Table Aggregate Change in Present Value of Accumulated Benefit for All Pension Plans Reported in Summary Compensation Table [Member] Entity Small Business Entity Small Business Company Selected Measure Amount Company Selected Measure Amount Geographical [Axis] Geographical [Axis] Tabular List, Table Tabular List [Table Text Block] Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items] Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items] Aggregate Grant Date Fair Value of Equity Award Amounts Reported in Summary Compensation Table Aggregate Grant Date Fair Value of Equity Award Amounts Reported in Summary Compensation Table [Member] Accrued and other current liabilities Accrued Liabilities, Current Total potentially dilutive common shares (in shares) Antidilutive Securities Excluded from Computation of Earnings Per Share, Amount Lease expense Operating Lease, Expense Credit Facility [Domain] Credit Facility [Domain] Cash, cash equivalents and restricted cash â€“ beginning of period Cash, cash equivalents and restricted cash â€“ end of period Total cash, cash equivalents and restricted cash Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents Current assets: Assets, Current [Abstract] Total interest cost Interest Costs Incurred Treasury stock, common (in shares) Treasury Stock, Common, Shares Forgone Recovery due to Disqualification of Tax Benefits, Amount Forgone Recovery due to Disqualification of Tax Benefits, Amount Debt instrument, covenant, historical debt service coverage ratio, minimum Debt Instrument Covenant, Historical Debt Service Coverage Ratio, Minimum Requirement for minimum historical debt service coverage ratio under debt instrument. Stock Options Share-Based Payment Arrangement, Option [Member] Depreciation expense Depreciation Depreciation 2025 Lessee, Operating Lease, Liability, to be Paid, Year One Receipt of equity commitments Sale of equity in Intermediate Holdings Noncontrolling Interest, Increase from Sale of Parent Equity Interest Schedule of Antidilutive Securities Excluded from Computation of Earnings Per Share [Table] Antidilutive Security, Excluded EPS Calculation [Table] Preferred stock, outstanding (in shares) Preferred Stock, Shares Outstanding Security Exchange Name Security Exchange Name Interest rate on outstanding balance Debt Instrument, Basis Spread on Variable Rate Award Type Award Type [Axis] Property, plant and equipment, net Total property, plant and equipment, net Property, Plant and Equipment, Net Repayment of debt Repayments of Debt Total liabilities Liabilities Non-controlling interest Equity, Attributable to Noncontrolling Interest Common stock, par or stated value (in usd per share) Common Stock, Par or Stated Value Per Share Forgone Recovery, Explanation of Impracticability Forgone Recovery, Explanation of Impracticability [Text Block] Development expense Research and Development Expense Schedule of Share-Based Compensation Arrangements by Share-Based Payment Award [Table] Schedule of Share-Based Compensation Arrangements by Share-Based Payment Award [Table] Expiration Date Trading Arrangement Expiration Date Investing activities: Net Cash Provided by (Used in) Investing Activities [Abstract] Operating leases Operating Lease, Liability, Current Total Shareholder Return Amount Total Shareholder Return Amount Common stock, issued (in shares) Common Stock, Shares, Issued Deferred financing fees Debt Issuance Costs, Noncurrent, Net Equity Awards Adjustments, Footnote Equity Awards Adjustments, Footnote [Text Block] Total Facility Size Line of Credit Facility, Maximum Borrowing Capacity Rio Bravo de-consolidation Equity, Decrease From Deconsolidation Equity, Decrease From Deconsolidation Accrued Liabilities and Other Liabilities [Abstract] Derivatives Derivative Liability Insider Trading Policies and Procedures Adopted Insider Trading Policies and Procedures Adopted [Flag] Less: accumulated depreciation Accumulated Depreciation, Depletion and Amortization, Property, Plant, and Equipment Total property, plant and equipment, at cost Property, Plant and Equipment, Gross CD Senior Working Capital Facility CD Senior Working Capital Facility [Member] Represents CD Senior Working Capital Facility. Debt Instrument [Line Items] Debt Instrument [Line Items] Named Executive Officers, Footnote Named Executive Officers, Footnote [Text Block] Common stock, authorized (in shares) Common Stock, Shares Authorized Accruals for acquisition of property, plant and equipment Accrued Liabilities, Acquisition Of Property, Plant And Equipment Future cash outflow to pay for purchases of fixed assets that have occurred, included in accrued liabilities. Derivative, maximum notional amount, increase (decrease) Derivative, Notional Amount, Increase (Decrease) Derivative, Notional Amount, Increase (Decrease) Weighted average shares outstanding - diluted (in shares) Weighted Average Number of Shares Outstanding, Diluted MNPI Disclosure Timed for Compensation Value MNPI Disclosure Timed for Compensation Value [Flag] Long-Term Debt, Type [Axis] Long-Term Debt, Type [Axis] Total stockholdersâ€™ equity Total stockholders' equity Equity, Attributable to Parent Schedule of Cash Flow, Supplemental Disclosures Schedule of Cash Flow, Supplemental Disclosures [Table Text Block] Treasury stock: 3.1 million shares and 2.2 million respectively, at cost Treasury Stock, Value Proceeds from debt issuance Proceeds from Issuance of Debt Renewal term (in years) Lessee, Operating Lease, Renewal Term Interest expense, net of capitalized interest Interest Expense, Nonoperating Property, Plant and Equipment Property, Plant and Equipment Disclosure [Text Block] Derivatives Derivative Asset, Current Letters of credit issued Letters of Credit Outstanding, Amount Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items] Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items] Total Long-Term Debt Pension Adjustments Prior Service Cost Pension Adjustments Prior Service Cost [Member] Document Fiscal Period Focus Document Fiscal Period Focus Debt instrument, covenant, minimum percentage of projected principal amount outstanding be hedged Debt Instrument Covenant, Minimum Percentage Of Projected Principal Amount Outstanding Be Hedged Represents minimum percentage of projected principal amount outstanding to be hedged required by debt instrument. All Executive Categories All Executive Categories [Member] Thereafter Long-Term Debt, Maturity, after Year Five Debt instrument, term, threshold past liquefaction train final investment decision Debt Instrument, Term, Threshold Past Liquefaction Train Final Investment Decision Debt Instrument, Term, Threshold Past Liquefaction Train Final Investment Decision Changed Peer Group, Footnote Changed Peer Group, Footnote [Text Block] Assets Assets [Abstract] Expected dividend yield Share-Based Compensation Arrangement by Share-Based Payment Award, Fair Value Assumptions, Expected Dividend Rate Restricted cash Restricted Cash, Current Document Type Document Type Commitment fees on undrawn balance Line of Credit Facility, Commitment Fee Percentage Derivative Contract [Domain] Derivative Contract [Domain] Derivative (loss) gain Derivative gain Gain (Loss) on Derivative Instruments, Net, Pretax Pension Benefits Adjustments, Footnote Pension Benefits Adjustments, Footnote [Text Block] Total Shareholder Return Vs Peer Group Total Shareholder Return Vs Peer Group [Text Block] Interest per contractual rate Interest Expense, Debt, Excluding Amortization Risk-free rate Share-Based Compensation Arrangement by Share-Based Payment Award, Fair Value Assumptions, Risk Free Interest Rate Maximum Maximum [Member] Preferred stock, $0.0001 par value, 0.5 million authorized: none outstanding Preferred Stock, Value, Outstanding Equity Valuation Assumption Difference, Footnote Equity Valuation Assumption Difference, Footnote [Text Block] 2027 - 2028 Long-Term Debt, Maturity, Year Four and Five Antidilutive Securities [Axis] Antidilutive Securities [Axis] Accounts payable Accounts Payable, Current Liabilities Liabilities [Abstract] Unamortized debt issuance costs Debt Issuance Cost, Gross, Noncurrent Schedule of Share-Based Payment Award, Stock Options, Valuation Assumptions Schedule of Share-Based Payment Award, Stock Options, Valuation Assumptions [Table Text Block] Current Fiscal Year End Date Current Fiscal Year End Date Discount to present value Lessee, Operating Lease, Liability, Undiscounted Excess Amount Statistical Measurement [Axis] Statistical Measurement [Axis] PEO Name PEO Name Non-Rule 10b5-1 Arrangement Terminated Non-Rule 10b5-1 Arrangement Terminated [Flag] Non-PEO NEO Average Total Compensation Amount Non-PEO NEO Average Total Compensation Amount Award Type [Domain] Award Type [Domain] Name Outstanding Recovery, Individual Name Schedule of Accrued Expenses and Other Current Liabilities Schedule of Accrued Expenses and Other Current Liabilities [Table Text Block] Tabular disclosure of accrued expenses and other current liabilities. Schedule of Antidilutive Securities Excluded from Computation of Earnings Per Share Schedule of Antidilutive Securities Excluded from Computation of Earnings Per Share [Table Text Block] Compensation Actually Paid vs. Company Selected Measure Compensation Actually Paid vs. Company Selected Measure [Text Block] Non-PEO NEO Non-PEO NEO [Member] Total accrued and other current liabilities Accrued Liabilities and Other Liabilities Additional Paid-in Capital Additional Paid-in Capital [Member] Award Timing Predetermined Award Timing Predetermined [Flag] Net (loss) income per common share - diluted (in usd per share) Earnings Per Share, Diluted Amortization of right-of-use assets Operating Lease, Right-of-Use Asset,

Periodic Reduction Name Measure Name Entity Interactive Data Current Entity Interactive Data Current Restatement does not require Recovery Restatement Does Not Require Recovery [Text Block] Exercise of common stock warrants Stock Issued During Period, Value, Warrants Exercised Stock Issued During Period, Value, Warrants Exercised Preferred stock, issued (in shares) Preferred Stock, Shares Issued Statement of Financial Position [Abstract] Statement of Financial Position [Abstract] Share-based compensation expense Share-Based Payment Arrangement, Noncash Expense Net (loss) income attributable to NextDecade Corporation Net Income (Loss), Including Portion Attributable to Noncontrolling Interest Income tax expense (benefit) Income Tax Expense (Benefit) Other (expense) income: Nonoperating Income (Expense) [Abstract] Debt instrument, interest rate, stated percentage Debt Instrument, Interest Rate, Stated Percentage Derivative, notional amount Derivative, Notional Amount Product Information [Line Items] Product Information [Line Items] Total other (expense) income Nonoperating Income (Expense) Corporate Credit Facility Corporate Credit Facility [Member] Corporate Credit Facility Variable Interest Entity, Measure of Activity [Abstract] Net cash used in investing activities Net Cash Provided by (Used in) Investing Activities Total operating loss Operating Income (Loss) Total interest expense, net of capitalized interest Interest Expense, Operating and Nonoperating Total liabilities and equity Liabilities and Equity Rule 10b5-1 Arrangement Terminated Rule 10b5-1 Arrangement Terminated [Flag] All Adjustments to Compensation All Adjustments to Compensation [Member] Employee compensation expense Employee-related Liabilities, Current Fair Value Hierarchy and NAV [Axis] Fair Value Hierarchy and NAV [Axis] Prepaid expenses and other current assets Increase (Decrease) in Prepaid Expense and Other Assets Additional paid-in-capital Additional Paid in Capital Derivatives Derivative Instruments and Hedging Activities Disclosure [Text Block] Commitments and Contingencies Disclosure [Abstract] Number of liquefaction trains Number Of Liquefaction Trains Number Of Liquefaction Trains Schedule of Maturities of Long-Term Debt Schedule of Maturities of Long-Term Debt [Table Text Block] Accrued liabilities for debt and equity issuance costs Accrued Liabilities, Debt And Equity Issuance Costs The amount of liabilities accrued for debt and equity issuance costs. Noncash right-of-use assets recorded for operating lease liabilities during the period Right-of-Use Asset Obtained in Exchange for Operating Lease Liability Debt issuance costs Payment of Financing and Stock Issuance Costs Underlying Security Market Price Change Underlying Security Market Price Change, Percent Individual: Individual [Axis] Common stock, $0.0001 par value, 480.0 million authorized: 260.1 million and 256.5 million outstanding, respectively Common Stock, Value, Outstanding Expected term (in years) Share-Based Compensation Arrangement by Share-Based Payment Award, Fair Value Assumptions, Expected Term Long-Term Debt, Type [Domain] Long-Term Debt, Type [Domain] Entity Address, State or Province Entity Address, State or Province Senior Secured Loans Senior Secured Loans [Member] Represents senior secured loans. Property, Plant and Equipment [Table] Property, Plant and Equipment [Line Items] Statement [Line Items] Statement [Line Items] Erroneous Compensation Analysis Erroneous Compensation Analysis [Text Block] Operating expenses: Operating Expenses [Abstract] Schedule of Property, Plant and Equipment Property, Plant and Equipment [Table Text Block] Compensation Actually Paid vs. Total Shareholder Return Compensation Actually Paid vs. Total Shareholder Return [Text Block] Liabilities and Stockholdersâ€™ Equity Liabilities and Equity [Abstract] 7.11% Senior Secured Loans 7.11% Senior Secured Loans [Member] 7.11% Senior Secured Loans Weighted Average Fixed Interest Rate Paid Derivative, Fixed Interest Rate Restatement Determination Date Restatement Determination Date Rio Grande LNG Facility under construction Oil and Gas Properties [Member] Adoption Date Trading Arrangement Adoption Date Pay vs Performance Disclosure Pay vs Performance Disclosure [Table] Property, Plant and Equipment [Table] Property, Plant and Equipment [Table] Operating lease right-of-use assets Operating Lease, Right-of-Use Asset Erroneously Awarded Compensation Recovery Erroneously Awarded Compensation Recovery [Table] Variable Interest Entity [Line Items] Variable Interest Entity [Line Items] Change in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered Year Change in Fair Value as of Vesting Date of Prior Year Equity Awards Vested in Covered Year [Member] Derivative Instrument [Axis] Derivative Instrument [Axis] Property, Plant and Equipment [Abstract] Total debt Carrying Amount Long-Term Debt, Gross Exercise Price Award Exercise Price Other interest costs Interest Expense, Other Net Loss Per Share Earnings Per Share [Text Block] Arrangement Duration Trading Arrangement Duration Schedule of Variable Interest Entities [Table] Variable Interest Entity [Table] Less: preferred stock dividends Dividends, Preferred Stock Stockholdersâ€™ equity Equity, Attributable to Parent [Abstract] Peer Group Issuers, Footnote Peer Group Issuers, Footnote [Text Block] Senior Secured Notes Senior Secured Notes [Member] Represents senior secured notes Material Terms of Trading Arrangement Material Terms of Trading Arrangement [Text Block] All Individuals All Individuals [Member] PEO PEO [Member] Income Tax Disclosure [Abstract] Name Trading Arrangement, Individual Name Other, net Other Nonoperating Income (Expense) Statement of Stockholders' Equity [Abstract] Statement of Stockholders' Equity [Abstract] Long-Lived Tangible Asset [Axis] Long-Lived Tangible Asset [Axis] Schedule of Line of Credit Facilities Schedule of Line of Credit Facilities [Table Text Block] Awards Close in Time to MNPI Disclosures, Table Awards Close in Time to MNPI Disclosures [Table Text Block] Prior Year End Fair Value of Equity Awards Granted in Any Prior Year that Fail to Meet Applicable Vesting Conditions During Covered Year Prior Year End Fair Value of Equity Awards Granted in Any Prior Year that Fail to Meet Applicable Vesting Conditions During Covered Year [Member] Aggregate Erroneous Compensation Amount Aggregate Erroneous Compensation Amount Local Phone Number Local Phone Number Aggregate Erroneous Compensation Not Yet Determined Aggregate Erroneous Compensation Not Yet Determined [Text Block] Total operating expenses Operating Expenses Senior Secured Notes and Loans Senior Secured Notes and Loans [Member] Represents senior secured notes and loans. Expected volatility Share-Based Compensation Arrangement by Share-Based Payment Award, Fair Value Assumptions, Expected Volatility Rate Thereafter Lessee, Operating Lease, Liability, To Be Paid, After Year Four Lessee, Operating Lease, Liability, To Be Paid, After Year Four Changes in operating assets and liabilities: Increase (Decrease) in Operating Capital [Abstract] PEO Total Compensation Amount PEO Total Compensation Amount Capitalized interest Interest Costs Capitalized Adjustment Long-Lived Tangible Asset [Domain] Long-Lived Tangible Asset [Domain] Accrued interest Interest Payable, Current Commitments and Contingencies Commitments and Contingencies Disclosure [Text Block] Debt Disclosure [Abstract] Common Stock Common Stock [Member] Measure: Measure [Axis] Preferred stock, authorized (in shares) Preferred Stock, Shares Authorized Forgone Recovery due to Expense of Enforcement, Amount Forgone Recovery due to Expense of Enforcement, Amount Entity Emerging Growth Company Entity Emerging Growth Company Entity Central Index Key Entity Central Index Key Accrued Liabilities and Other Current Liabilities Accounts Payable, Accrued Liabilities, and Other Liabilities Disclosure, Current [Text Block] Acquisition of other non-current assets Investing Activities Other Noncurrent Assets The amount of investing activities regarding other non-current assets. Non-GAAP Measure Description Non-GAAP Measure Description [Text Block] Non-PEO NEO Average Compensation Actually Paid Amount Non-PEO NEO Average Compensation Actually Paid Amount Award Timing, How MNPI Considered Award Timing, How MNPI Considered [Text Block] CD Credit Facility and TCF Credit Facility CD Credit Facility and TCF Credit Facility [Member] Represents CD Credit Facility and TCF Credit Facility. Equity Component [Domain] Equity Component [Domain] Preferred stock, par or stated value (in usd per share) Preferred Stock, Par or Stated Value Per Share Balance per Consolidated Balance Sheets: Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents [Abstract] Additional 402(v) Disclosure Additional 402(v) Disclosure [Text Block] Rio Grande Liquefied Natural Gas Facility Rio Grande Liquefied Natural Gas Facility [Member] Rio Grande Liquefied Natural Gas Facility Share-based compensation APIC, Share-Based Payment Arrangement, Increase for Cost Recognition Entity Shell Company Entity Shell Company Entity Incorporation, State or Country Code Entity Incorporation, State or Country Code Title Trading Arrangement, Individual Title Consolidated Entities [Axis] Consolidated Entities [Axis] Statement [Table] Statement [Table] Schedule of Variable Interest Entities Schedule of Variable Interest Entities [Table Text Block] City Area Code City Area Code Current liabilities: Liabilities, Current [Abstract] Accounts payable for acquisition of property, plant and equipment Accounts Payable, Acquisition Of Property, Plant And Equipment Future cash outflow to pay for purchases of fixed assets that have occurred, included in accounts payable. TCF Credit Facility TCF Credit Facility [Member] Represents TCF Credit Facility. Interest payments classified as operating activities Interest Paid, Excluding Capitalized Interest, Operating Activities Insider Trading Policies and Procedures Not Adopted Insider Trading Policies and Procedures Not Adopted [Text Block] Total current assets Assets, Current Schedule of Interest Income and Interest Expense Disclosure Interest Income and Interest Expense Disclosure [Table Text Block] Derivative [Abstract] Statement of Cash Flows [Abstract] Statement of Cash Flows [Abstract] Derivative settlements Net Cash Provided By Settlement Of Derivative Instruments The cash inflow provided by derivative instruments during the period, which are classified as operating activities. Preferred Stock Preferred Stock [Member] Preferred stock dividends Adjustments to Additional Paid in Capital, Dividends in Excess of Retained Earnings Available commitment Line of Credit Facility, Remaining Borrowing Capacity Shares repurchased related to share-based compensation Payments for Repurchase of Common Stock 2026 Long-Term Debt, Maturity, Year Three Schedule of Long-Term Debt Instruments [Table] Schedule of Long-Term Debt Instruments [Table] Debt, net Total debt, net Long-Term Debt, Excluding Current Maturities Grant date fair value (in usd per share) Share-Based Compensation Arrangement by Share-Based Payment Award, Options, Grants in Period, Weighted Average Grant Date Fair Value Income Taxes Income Tax Disclosure [Text Block] 2028 Lessee, Operating Lease, Liability, to be Paid, Year Four Earnings Per Share [Abstract] Accumulated deficit Retained Earnings (Accumulated Deficit) Supplemental Cash Flow Elements [Abstract] Schedule of Debt Schedule of Debt [Table Text Block] General and administrative expense General and Administrative Expense Corporate fixed asset retirements Settlement of Asset Retirement Obligations Through Noncash Payments, Amount Reclassification from other non-current assets to property, plant and equipment Reclassification From Other Non-Current Assets To Property, Plant And Equipment Reclassification From Other Non-Current Assets To Property, Plant And Equipment Organization, Consolidation and Presentation of Financial Statements [Abstract] Aggregate Available Trading Arrangement, Securities Aggregate Available Amount Equity Awards Adjustments Equity Awards Adjustments [Member] Weighted average discount rate - percent Operating Lease, Weighted Average Discount Rate, Percent Present value of lease liabilities Operating Lease, Liability Net cash provided by financing activities Net Cash Provided by (Used in) Financing Activities 6.58% Senior Secured Notes 6.58% Senior Secured Notes [Member] 6.58% Senior Secured Notes Underlying Securities Award Underlying Securities Amount Credit Facility [Axis] Credit Facility [Axis] Amendment Flag Amendment Flag Estimated Fair Value Long-Term Debt, Fair Value Entity Registrant Name Entity Registrant Name Adjustment to Non-PEO NEO Compensation Footnote Adjustment to Non-PEO NEO Compensation Footnote [Text Block] Stock Appreciation Rights (SARs) Stock Appreciation Rights (SARs) [Member] Fair Value as of Grant Date Award Grant Date Fair Value Supplemental Cash Flows Cash Flow, Supplemental Disclosures [Text Block] Fair Value, Inputs, Level 2 Fair Value, Inputs, Level 2 [Member] Debt Debt Disclosure [Text Block] Fair Value Hierarchy and NAV [Domain] Fair Value Hierarchy and NAV [Domain] Geographical [Domain] Geographical [Domain] Recovery of Erroneously Awarded Compensation Disclosure [Line Items] Number of liquefaction trains authorized Number Of Liquefaction Trains Authorized Number Of Liquefaction Trains Authorized Issuance of common stock, net Stock Issued During Period, Value, New Issues Derivatives Derivatives Derivative Liability, Noncurrent Entity Address, Postal Zip Code Entity Address, Postal Zip Code Interest Rate Swap Interest Rate Swap [Member] Restatement Determination Date: Restatement Determination Date [Axis] Title of 12(b) Security Title of 12(b) Security Share-Based Payment Arrangement [Abstract] Cash and cash equivalents Cash and Cash Equivalents, at Carrying Value Year-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and Unvested Year-over-Year Change in Fair Value of Equity Awards Granted in Prior Years That are Outstanding and Unvested [Member] Non-cash settlement of paid-in-kind dividends on convertible preferred stock Dividends, Preferred Stock, Paid-in-kind Reclassification from other non-current assets to operating lease right-of-use assets Reclassification From Other Non-Current Assets To Operating Lease Right-Of-Use Assets Reclassification From Other Non-Current Assets To Operating Lease Right-Of-Use Assets Loss on debt extinguishment Loss on extinguishment of debt Loss on debt extinguishment Gain (Loss) on Extinguishment of Debt Financing activities: Net Cash Provided by (Used in) Financing Activities [Abstract] Year-end Fair Value of Equity Awards Granted in Covered Year that are Outstanding and Unvested Year-end Fair Value of Equity Awards Granted in Covered Year that are Outstanding and Unvested [Member] Net (loss) income per common share - basic (in usd per share) Earnings Per Share, Basic Accounts payable Increase (Decrease) in Accounts Payable Proceeds from sale of common stock Proceeds from Issuance of Common Stock Operating cash flows for amounts paid included in the measurement of operating lease liabilities Operating Lease, Payments Adjustment To PEO Compensation, Footnote Adjustment To PEO Compensation, Footnote [Text Block] Award Timing MNPI Disclosure Award Timing MNPI Disclosure [Text Block] Schedule of Product Information [Table] Nature of Operation, Product Information, Concentration of Risk [Table] Aggregate Pension Adjustments Service Cost Aggregate Pension Adjustments Service Cost [Member] Net (loss) income attributable to common stockholders Net Income (Loss) Available to Common Stockholders, Basic Compensation Actually Paid vs. Other Measure Compensation Actually Paid vs. Other Measure [Text Block] Total current liabilities Liabilities, Current Vesting Date Fair Value of Equity Awards Granted and Vested in Covered Year Vesting Date Fair Value of Equity Awards Granted and Vested in Covered Year [Member] Total assets Assets Outstanding balance Long-Term Line of Credit Acquisition of property, plant and equipment Payments to Acquire Property, Plant, and Equipment Forgone Recovery due to Violation of Home Country Law, Amount Forgone Recovery due to Violation of Home Country Law, Amount Commitments and contingencies (Note 11) Commitments and Contingencies Termination Date Trading Arrangement Termination Date Background and Basis of Presentation Business Description and Basis of Presentation [Text Block] Revenues Revenues 2026 Lessee, Operating Lease, Liability, to be Paid, Year Two Share-based Compensation Share-Based Payment Arrangement [Text Block] Preferred stock dividends Payments of Ordinary Dividends, Preferred Stock and Preference Stock Entity Address, City or Town Entity Address, City or Town Debt Instrument [Axis] Debt Instrument [Axis] Schedule of Carrying Values and Estimated Fair Values of Debt Instruments Schedule of Carrying Values and Estimated Fair Values of Debt Instruments [Table Text Block] Share-based payment arrangement, expense Share-Based Payment Arrangement, Expense Net (loss) income Net (loss) income attributable to NextDecade Corporation Net Income (Loss) Attributable to Parent Trading Arrangement: Trading Arrangement [Axis] Preferred stock conversion Stock Issued During Period, Value, Conversion of Convertible Securities Options granted, exercise price (in usd per share) Share-Based Compensation Arrangements by Share-Based Payment Award, Options, Grants in Period, Weighted Average Exercise Price Pay vs Performance Disclosure, Table Pay vs Performance [Table Text Block] Debt instrument, covenant, repurchase price, percentage Debt Instrument, Covenant Repurchase Price Percentage Represents repurchase price to repurchasing debt as a percentage under debt instrument. Equity Awards Adjustments, Excluding Value Reported in Compensation Table Equity Awards Adjustments, Excluding Value Reported in the Compensation Table [Member] Dividends or Other Earnings Paid on Equity Awards not Otherwise Reflected in Total Compensation for Covered Year Dividends or Other Earnings Paid on Equity Awards not Otherwise Reflected in Total Compensation for Covered Year [Member] Entity File Number Entity File Number Consolidated Entities [Domain] Consolidated Entities [Domain] Document Fiscal Year Focus Document Fiscal Year Focus Non-controlling Interest Noncontrolling Interest [Member] Income Statement [Abstract] Income Statement [Abstract] Entity Address, Address Line One Entity Address, Address Line One Extinguishment of debt, amount Extinguishment of Debt, Amount Shares repurchased related to share-based compensation Treasury Stock, Value, Acquired, Cost Method Debt Instrument, Name [Domain] Debt Instrument, Name [Domain] Other accrued liabilities Other Accrued Liabilities, Current Term of contract (in years) Lessee, Operating Lease, Term of Contract Accrued expenses and other liabilities Increase (Decrease) in Accrued Liabilities and Other Operating Liabilities Name Forgone Recovery, Individual Name 2024 (remaining) Lessee, Operating Lease, Liability, to be Paid, Remainder of Fiscal Year Weighted average remaining lease term - years Operating Lease, Weighted Average Remaining Lease Term Rio Grande Rio Grande [Member] Information pertaining to Rio Grande. Document Period End Date Document Period End Date Receipt of equity commitments Proceeds from Noncontrolling Interests 6.85% Senior Secured Notes 6.85% Senior Secured Notes [Member] 6.85% Senior Secured Loans Award Timing MNPI Considered Award Timing MNPI Considered [Flag] Total undiscounted lease payments Lessee, Operating Lease, Liability, to be Paid Insider Trading Arrangements [Line Items] Rio Grande LNG Facility costs Business Acquisition, Deferred Transaction Costs, Current The amount of transaction costs deferred under business acquisition. Outstanding Aggregate Erroneous Compensation Amount Outstanding Aggregate Erroneous Compensation Amount 2027 Lessee, Operating Lease, Liability, to be Paid, Year Three PEO Actually Paid Compensation Amount PEO Actually Paid Compensation Amount Adjustment to Compensation: Adjustment to Compensation [Axis] Prepaid expenses and other current assets Prepaid Expense and Other Assets, Current Less: net (loss) income attributable to non-controlling interest Net Income (Loss) Attributable to Noncontrolling Interest Document Transition Report Document Transition Report Document Quarterly Report Document Quarterly Report 2024 - 2025 Long-Term Debt, Maturity, Remainder Of Fiscal Year And Year One Long-Term Debt, Maturity, Remainder Of Fiscal Year And Year One Entity Current Reporting Status Entity Current Reporting Status Accumulated Deficit Retained Earnings [Member] Restricted cash Restricted Cash and Cash Equivalents Amortization of debt issuance costs Amortization of Debt Issuance Costs Pension Adjustments Service Cost Pension Adjustments Service Cost [Member] Weighted average shares outstanding - basic (in shares) Weighted Average Number of Shares Outstanding, Basic Stock Price or TSR Estimation Method Stock Price or TSR Estimation Method [Text Block] Total equity Beginning balance Ending balance Equity, Including Portion Attributable to Noncontrolling Interest Increase (Decrease) in Stockholders' Equity [Roll Forward] Increase (Decrease) in Stockholders' Equity [Roll Forward] Professional services Accrued Professional Fees, Current Executive Category: Executive Category [Axis] Name Awards Close in Time to MNPI Disclosures, Individual Name Entity Filer Category Entity Filer Category Company Selected Measure Name Company Selected Measure Name EX-101.PRE 13 next-20240930_pre.xml XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE DOCUMENT GRAPHIC 14 logo2.jpg LOGO2 begin 644 logo2.jpg M_]C_X 02D9)1@ !

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M2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU>%8R M2W5X5C)+=7A6>$E!2DIO0C$F(WA!.T]+=DEF4#-N3CE7=5$IJ.31F M.6HK,W8K5$0F(WA!.W,Q3'9867$K83E4=%!Q97!89&XQ*W)44U$Q+S1X=58Y M+T106DU'5&IX>&PO3T%0>F9&."M09WE3:B].2DAY43)7=%0Q3"]N1V172DXF M(WA!.UO3GI3-%$U4TA563=I,&U!2D%)34Q324-/+S=Y3F-W.61'.%(X;3=4 M;7!V=').03=*,DMU>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C(F(WA!.TMU>%8R M2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU>%9G,S5M*UIZ6E=9,&DQ96QZ M9')7-9ED56@V52MB+W%Z5&1R879G:C1C96,F(WA!.W5F=2]A.48R1#)F-&LO M1FPY3658=B]9.'!Z;6YS,UEQ-T98-27=4AK,B\'=%!Q M9CAB6C9X,E)0:3!U32]W0D4F(WA!.V9:DIF>7HQ3#E'+VU*-6%V4V5+4F%L82MQ9BM+,FU66#=J.6=N2V,X8FA)9510 M1V%K2##9$-7HF(WA!.U1T6&Y0-2LV=#5J,%0X=G!.9CA!3#DU2EI8,FM89'9C M339%1EAJ9'9184J21%9:14IM0DMS0TYQ.7-Y=$A'37-X36AZ86,U26I963,F M(WA!.RM66"]1&MT-64X>F5J<&9M6# Y1C%X<4EK<$Y,3S19-V9!>D4K:W@O M;&,O2FED%.Y5$5) M.'E89V5Q-FQC86YQ33DY8T=S51-.GI,-E9P M.$5C5TU1:GE#17EP=61IGIL M:4MD=T=.+VUP<%$Q6#AT+TUT:G@U=2MN6$1X2E-T6DEO>DQ(+W=!3V=Y,U0F M(WA!.WER2D4K8D1+3&E8-2M:,')Q;G5V-4 F;C0U:C S5SE,.&\V>DED4C!A M+VYJC)R>7-)-&=R,79+4&M13TQD0C!)06]D9'(F(WA!.TY*16=Y M1WA$:S1->$)O.&XQ=FUL8SDR2W5X5C)+=7A6,DMU>%8R2W5X5C)+=7A6,DMU M>%8R2W5X5C)+=7A6,DMU>%8R2W90=GI9,7(F(WA!.S W5S,P:4IV:6Y06545#986G4F(WA!.S5R6#1J06Y,9B]7>FUC-'%C:#5L,G5-,T5*-V-W4C-& M=DQB>6ES8WE.1S0X5EE54%@U-5=$5X8KFPS8E-7=#-.8E-F,VM%:E)0,C,F M(WA!.U%L5"MR3W!""0X%8Y-2]K9F,O5U!Y;3AS4V-U6$=Z16132V8S5'1(5#9/3DTU M>E9IC(O36EY1FHK65AM83!#-%4F(WA!.V@Q4S47M36)F63ED*TA48C=.339B06)H12M19%9K1E-,2$UT65-P53AM6#,V43AN-D9F M,7(Y8C K,6YR-"MP06HY-F5/8W9L1E-).#,F(WA!.V)13F=*8BM:+VUV55!+ M6&MM+$A!361J06PQ3G!Z45-08E-60WE24&-2>'ER>4)(12MM-4MN9F9S96U4 M,"M-5&U);G%J2DQH:F%/.&PF(WA!.RMC=$0X-&58-V)83DAL.5,R;D9*23)P M-FM-9RLQ1DMO2C1U=CEO,D]2>31J0U9&34II47-*.6QB2C)+=7A6,DMU>%8R M2W5X5C)+=7@F(WA!.U8R2W5X5C)+=58S95=L;F%Y,V0S36QV87=+6&UN;%E) M:4MU-5IM86=!1T5!,EE+4SA!+TUF+VY+-U,W0C5D4#AL5S8V:F-R5EE0U,C@Q96$W,#-N;415-7(K5W!+2DDQ26\V.6\T;'!'9R\F(WA!.S%61V)4 M2&EJ059%531K<&U83DI-DMF96YH;6XW8V=F>3AP>"LF(WA!.W%)+TAY-74Q-T9!;'%9 M46PY2FPK4&YY96LU-6,K4AO:4%S9G5'4VI%:S!'37!I M27-M9VY&6DO3$1Z52\R;S19=CEE54@O04EJ>7l):C)2,E!C M4&DT6)F9$AK+S5&>3DX M9G0O53%F-DDY4#-4*U$O-' X=&9M=F).82]M2'):6;S=+.&QT2VM%:DEA<6@F M(WA!.VEI4=O5%1U=60O,DYP-5ED3$-%=5EV-U-3.$@R>'%O-3E44$!'DYC M+TE!35-Z6G5T9&ER-VPO-7@Q;6%B.&UV3&IS04-&=54R.$4F(WA!.W9*:T@O M16,U-U=J.39F>#!D;&F]T26)X4F1:,2MS7-XFY-54MV4SDW=$U*.4E22#5U5U Q M,SAS4$Y-1DMK85IC>7%0174="9F-U:39Z<'5T859A-G)P:S8S3FAE4FE7,VU4 M;WEN.5)(46IS9',U*U5413!E8G W45)94G524S=&6%EQ-T9867$W1EA9<3&IB;C-U=GE:5$IG,5I, M53)I3S=Q:4M79&E&5E9&4U-D9T%".7)/4$PF(WA!.S,U2F9M;'(T5C=(>2]C M>'=.46EE-T,R:6.4*S!06$U:668V;T]9.#E6:FIZ3%I(1$DY2&\R9V8X&IE M9'96:'5D43%Y>3 R4TXQ9$0F(WA!.V)R3&.Y259.46%%47)52'=B35!,,FAJ M:T1(:'&>4UE,FY%.5%.15!O2%(O>3$X=5=-568Q<$1Q1GEO2$]75V]1=%1C M:4Y4>$%*-TFPX9EI70TIUD98=RLU:SET85=T ME=M.6(X>F9.8C T,#%A.5-L82]9;F1++U1X>G!D3U S8V9C M2%9.9G%0=EER,'I",DMV=4@O;D3@T>DMA6#,F(WA!.TXO>FIV3C8S-4XK6$AP M>&]L>6Q+,2MX9'I*6#9E3V,Y$Q(83-U,S)7,&8R2FHX2D@X,40O3FUU M,2MN-&\X434F(WA!.VAY9%!L,S!8,3%M,&,Y,DMU>%8R2W5X5C)+=7A6,DMU M>%9G=C5S+VUZ;W8U939)=!C2TQV5C)Q<39D<'%T>&%1:G$W,F)Q1W9C+U$F M(WA!.TUY3E!P>FQ0:S%.8V]G2'A,-7,X,C8Y-7(Q=6979&)U;75B>5DW5G)W M:E-P2WAX3#!21G)S0BMV3B]J>'AG2T1R<%--:EI2,VLW.'0F(WA!.R]/=FY# M9C Y03!U5S9I0G!*9&M#3S-4+T%& <&XT<%@R0G(W6DA,;FA$-FEM1T]5=50S M=GE:+WII2' P25,T.#,V<3$Q2C%A=W-+>'@F(WA!.T$K1%1/3V)$+-U969FYM M=7DV<$@K169.>6]4E2,2M74'DO.&PK5C1W;6%945&MG.$]U5UI.1D]%94DP>&IN:DDP2'U66IC-T9867$F M(WA!.S=&6#5Z*V$W;UAF;6I73'-5<&-8,7I+2V1+4$UZ8E8K9612:D9203AN M55-/-5-V2F]D:7(W:"\U>'8X02]*3"M89CA!;S@O-FIP.#4F(WA!.R]89C-P M*T@S3WDP+S!"-EAM23-0:#F5C5U F M(WA!.T)'=51R-FQK3#,O.'9F.$%N1FIY%AV;7%1835Q4S!9,F]Q=&MJ M9C9U>GDO-T]G4#AU83-,FA+5S!D:#ER;%DY32)Z,V4S5S$F(WA!.W)B5W1V M2&)7&%E8RM1834U67@U,M;#16-78O04]C=F17;C5W954Y2E-Y:4]Y,W0K9E9M<#1I1D0V84@U6LY2SAS M<&\W:3)K2#E@U5S-S M>D):165]9G=R27E6E=81UE3350P9']#6$5,5'(F M(WA!.TLR5'-654PK-EF6Q71$%4>$Q51W4V,CA922MI;$TV3%(O,U4F(WA!.UA76B]R3'HW36QQ9F-0 M.$%Z:F8O04]36#AU+SE(;B]59%!N4#8W*SE0=RLU,E=N*V=04SAX1S4K865D M5S9D16%C>7)Q1G%Z14)23D7)U2%EQ-T98 M67$W1EA9<3=&6%EQ.&0Q8CAO3E4O351Z8V1F.$%08W(R,FG-88VQM63%:;G535#$F(WA!.TI/6G)1,6ERCDK550Q1T]0 M36AN2$9).&%DW,3AC,"MT>E%Y4T)I-3)#16]I:3E8>D1B M,UEQ>'(X>DPF(WA!.R]W0V]F,#,U;74V.%=1,'DW.4TO-6)1"LP4FQU M05A/23@R1U$Q179Z-'IP;E9/>%8R2W8P02]+5S K<69L.#57:'!1,E,W5U$F M(WA!.VIF7I+5W@X069M,V5R92]M M9#5O;E4X,"]35GI''@Y>G$F(WA!.W-P=5)9 M;&PW0CDP+S@T*S(O,V9K.35B5&E6&\X,G=V>F)Z<6Y5 M3WA6*VQM8V\W:&DS,&)Z<$9R2&UB>E(U9FM#<&5E6#=Q2D9!-G9B,T5+>5)V M.'2\F(WA!.VY-27IS:V1Z2V-P6G5X5C)+=7A6,DMU M>%9J,FYB.'=F2V9K=E1V2].45-7>3!L-U-X:S-&+V8Q=&]A M2G]&.Q>V:FHS4D=Z1WDV=DA$;5C9T3F9Z1&,R=&M"0D0X;61G.&I$-6-=TUN855J.4EP>4DV5613.60X=&9L M<#5#.'-H1&]U:#)L35%8V-2>41*%8U4@O04%!8DUV4E(F(WA!.W9+1VY51V]&.$\U,$1R6%EQ-T98-E!A M0EEF;R]1=$]S2U4K<#)S34901#!O,51X4&AN3%1.:VPR.%)14C)24R]/3%@W M>C8YG1Z<#-5<2MN;VML+V)2=4]34$MI%9Q4U)),&%3 M4F=K84%S-W-A04%B:VMN=&ER=T0X,78K8VJT3C!V,71*.&LX3E$Q05936%8S M2$LR:5!4.7EV*S=M2#@S,E F(WA!.SEB3FQP.4%4=E!99'II-6130G1&.'E5"-U0U1"\U>%@X-#8R27)Z>DA+=6=71%5B,$=(<3-J3"]X:D)#>##F M(WA!.R]W071Q:BM8341.,FA#3S!D>35-3DU4>C)F46YKE=:9%9/9DTF(W,A!.S=/5D1$ M1U!*;E=9-V$W1E5Q,3=Z5C5A.'9W979R97%7=6Y2,'%V,6E623)B+U95;FLS M,$1*=WAY,'E&FU:1',O265E>E1,57A(3&0U:G(O+T%$;#$U-'9#>6%. M<'1L<%52-DY*>G5P:#AM8C F(WA!.S0O.$%K,FU81',R035K,&]L<7!D2&]F M+T%$:FPK8RMT*V-P.5,P4'109$IC879!,W5R1V-2>'=M4T-V1U)#27=I5FI* M5VTQ4T0W6FDF(WA!.S8S4VE&1U!*=3 K67DR3#-03F4U3'=V+T%*>34$X,%-.0S,U>34U'%(045M9S8T<2]2-U%R1#E(84IP*VXP M<#E4=&]92V8X04=+34HT;GG!V=G%8-54K-M84IQ,#4R16M&4E@O:C1P1#(O-'E:9'1295-0=EE:.E53*T--DXQ86$K53=C M,U!M4=1,44K-4UE669O=FY,.M=3-F0G8U,3-J>69M-35L,FIK4$]/*TM+-#))34E60E1P.6YH,E(V569U;RLU M,659*W V='HF(WA!.WELBM32$1):G5,C)T2]M,V *=T)*,T]U2W9.4'DR+S5X,C@S*UIX1F8V-7DP2%(F(WA!.VYO=SE6 M83-C<6YF.3-#9G-!+WI353A11&U$,C$P66)$8W52:C U,'HR1#9D.&HO,&8U M2SAL5W=J,$Q4,&IU95!<6%$5-856$G)>6PF(WA!.TEQ068U5F]V=&UO>39I M950V91#5033)B-U%2F@W;VAM.'HV-W)25W%75FY(87%4+U!D4V,Y=CEJ8FXW M.#%N854O4T(U=59P4G53*W$X,#=N4$$O=T1N3#=84F)E54XF(WA!.T@P5D@T M>6%J971C3V\W>%=S6D)".75C>6XV33)86G-,U0S0GAD5DQ90CAN-7580F5P M9C@T,#9-9%,O3GI3-4V2TQ4;W)I.6Q"+WDF(WA!.UEZ1V@K:5-65&U(3%J>E@V1W1E6D)*<&YL,7%01D94:F,S4SE2=T)(-W5-+WIN8R]S:G5.M<'%D84EB4C-K-&5,5&U7-350$%&0DU#44%35%%$8VLU1DQX M8CAZ4"MC;2]++VQS>39D-6,F(WA!.U9.9#%L87$P:70O,U5,1"MA4F0U4K0 M>6TS*U5$;69G,$5P-WDR2#)U4&LQ04A,8W9L-WIL*UE0;3=Z,&9F5R]+1V]3 M6%A%:WE(U,G4O<6UG85I0<4UW<'HY1E!G4W91>5-':4E09&TF M(WA!.T=6-4US64,U1VU564=82C=H-4\O-7A$,5,T0UA(;3-65G-O>E%M>'-! M2EIV:S!Z:C Q4'E6.#$K6'1)1#91-4U.2V5P93-E579Y6B\F(WA!.TQF>7)W M:S!Z4EE8=3!O4F4S6"MK>CAH*S!R4V-G:"\Q07591U166DHX>35-8U59.&=Z M6$UD')9,3-Z;')ED%C:#AD M9C@U5RM94#F(WA!.VHK6E-A66I6:3!A>FEH6F5W,URU8S4O-$(P2#!:=D]Z M-%9J=G9,DAR#,F(WA!.S-L,2MP M,&-N:F5:>FIV;TPO;D0S4I,.6TQ-U=3=%9S-T],59J+TYC>3@Y=F]T.#%N M855V4T(U=59P4G53*V=0>E6UO;"MF=61+-G Y4R]W1$](37!/.&5: M275.06PQ8G5(.&558FEN,&,F(WA!.V,P+V%F3TQM-E1K6#!0;7-C=#)+<%IR M=FQR4F1E4WIJ,64R5SAG7E';W-*>D52=2M34'I4+T%/8VFE,4EE1D37,T-TQ48E=+>7,T:%-/,W0P5T]. M4C=+,T%Z6'EK4V),.V=!8VLF(WA!.U1G4S=&56BMF9DIV;&%Q;G(K$AM6&HO,6HO;DQZ>7AA M.&]V3&UK,T&1-3&%(+T%&;$$Y4U)H-T5,,61J-TYK9C%. M3U!,5D1O2&LO;5-O04IY62].6%=E85%8,%=K5S=B96Q94D)'<#(O97EEEEA2$A(<&)23%533'IF5F1B,6Y6-2]R1W$$.7AQ12]W1'8R M-FQE6C0O.'!Y>'I+:D%2-4 M:VMN;6=S:V@R2W1QD0U>3%R5S9L:W8W>6%A1W9A275F4T@P2E%:,"M+2$1!1'5$<5IY"M85SIJ.'$W4S4F(WA!.VM8:DYR13@Q*W=),S1%:4=0-D-K45EF M4YG8X M-BM96#AX96(F(WA!.W19,7AI86%H9'EZ>$)U<7AS-3E.9CEI;$)N5#1O8TU1 M3S4Q33574U5L>7AI*W394;W8F(WA!.W V<+5L,U9:2SAR03%0 M:DU64'A0+W=!5G%A*TI(9D\P,FE-.7IT1G@X=6-2,DA..&HK62]-,G9E6F16 M;#%86$PR4RMV<&9T4WE(6E8F(WA!.S9H55555D9&9&Q557ID47AX9TM!,F.# M56E46E-V2F]44'DW-5HQ-WI(<6-E,6%(67DS.3=,,&EI1F%$*UHR4'=O;S=S M>$%Y13AK66DF(WA!.WEA5$=*2F]0<&(X='8K8U4Y2W-"1G%0,F%986IE0VI, M<%5"271K4%=KGIY3$1"17!A4U=29W%+,S-*6FIS04U)1G$X:C@F(WA!.S=F.$%/ M5#,U92M8+T%&3&93,F)Z1&9R'AA2$A(>E!M-',Y4DDK5'DK86%A958U<&YA5U=1,&YK M8VQM66Y4U1U5&U703!R34LF(WA!.W5X5C)+=7A6,DMS:"],4CE&:BJ-1'DY M3')C<7=A6$9F45-837(P-$%)-%IE9&IG;DE$.V9#=54U-S1$6$]M94]U25ED1D:"M%2]3431S9T18 M,6Q54RM$8S9.,6IA23=U<4EP6C))5E955DI*,D%!1TMV,$XX:"M8=CA!1&YK M=E)D14E!:W-,3T=+96Y1>F,F(WA!.U%:5#E-:%DU>D=A9D9-;G9,=&]2,T%0 M,5O,DQ4>E(K:U!03FYO3516:#,D)L54AP8UA62D=R+W=!.&QJ>F)D,EDV M9UID-VAA<58F(WA!.WER=65'-7-81V9:,R]/3&]L3EDO,%!"8T14+9G!/.75B MC8O-7E'=G(F M(WA!.V$K=F9+2&Q'43(X;'5Z5RMQ87=P<$E*0G1*1&(P*WAX4'=S+U=V,F%5 M<61R;SE%0T)+6'EC4%!N-D(X,'-Z37A::5-X3E-4=5-4;3(F(WA!.V-.F@V3W%A>C9M:BM85V]Y>4UT3&TT6'(K-5)V%E$3&,X,C%J-5$F(WA!.SAK*U=02T=L7-".75742]%-V90<#)O33 R5$Q+6G528RM%0D5513AY=&MP M,TXQ8E=T=DIC,U5Y456QV3%EF830F(WA!.S)456=C=#-Z:#4P+TTW>G8U>FU,83EG8VLY=4173WAJ M+V17>6(Q1DEK;W!)+VUAD7)19D(Q3%%]J=6Y59G,K0G=.5FJX4#%2*W(TEW-2LF(WA!.TA9.&XQ M,W!U<%=':<#)%1V]A9F-2,U9L8V]*24QI2F+Y3W V145:<$I224Y&>G=B5EIO M25IK.%12C$R>7I&;&QJ3GA95&=*0VDX,6XO M-7A,+TQ#445*8V%P1%4Q0E,T:4Y066,T6'I,2&%/5'EA=GES6&%"+WII=#5' M,&9Z1%DV=6TF(WA!.V]8.3)L:$]T>$AA6)H2TTX8D)O=S533D-10TYX,WAN M,FA/55-+1S9X,#!18F4P37EQ<%IJ4E%+:VYS0FU!6$I!=#AG-FXK5%AM9GHF M(WA!.S4U>#%J56]D67-9-S-53&E7-6AH=797:C5)>D5H1DM2>2\S855&4$%. M9JF)0841":7%G0DE%1'EC:G1(,F9Z-$)X:VE59G4Y-D5V4"LF(WA!.V-64'I7 M=#8K:VQH9#!*2#=M-7!896QF,W%26G1H,FAJ4&4V639A5#9R.&E0T-6U8934P M23%%0E X%8K8R]M;3A7.3AZ-G9E2T]+,TXW8WI+<#=#4U9M<"M/9%)] M1E)!.&Y54TYK;U143DTQ1%8F(WA!.TPK1%0Y3W0U3'4K=5=#45F-7;D$S4$XW=4%!2T!P M;75C<#)+=DQ0>DXO-7E&-&YE5%!6E@X-BME3&=T M#!P4%!:-E9C M+S@T;V9L>69,.#%J87E886$F(WA!.W-Y,C!.6&QL3'-S;$YU54LX26EL96\T M,7 K,6U)3S!C;D9:-61Z8V1.1VYY<#5R.%A,S56,7DU,%A7G X=R]L+V9#149R-WDY3SEB=E,S8EE%.5I)0V9S4V9G,V9S4FDV,E,F M(WA!.WAY1'5K,C1S>&@W;C)B-5(X-"M8=DXR:7AA>&]6,'1Z85-B3T]K:U1J M$E7139Y=&LW1E@F(WA!.UEQ-T98 M67%K9FY856AP+VQM*VU"<$I);F]X95!+6#1.=FM#5&U(7@F(WA!.VM-:C%A145B9V=J3U!J M26"M,940F(WA!.S=6-TU/;6YC9C=S.'9,>5I,;7=D43=&-M6%EQ+U!$>5HU3#AW*V-T9&DP9E$W8WHS56YX46M85)X4F7 O2GIY,RM8*VXQ=#%&-7)K M-D)B,U9P1BM.=35J.4F%K+VUR>F0U9#AQ-E1*<75V6'-D;&%*%9F1!.4$MK34M.3$Q)47$F(WA!.U)O0WI-5#!!03-*=T5Q M.58X;2\X-# O,50U:$-4,VQS,668F(WA!.R]W031V9FQZ,V9#8E9&,#$K.5=H3%A:M-%E@Q44]2 M:G%/6$AP5VY7,4-KBMY,S@P8F9T3#E),WI),"MO3TTR3U18;'A#669%,FTO>69R+VQ, M6$HY1C%Y,DYV95$W9VIE3U--+UIK:68Y<$&DW1EA9<7E4>4HK64AM8GE25EY84,U=%AQ,$4V M02]9,%1V-TAQ3WAYF-7;7-WG0V:V1F,F=-=31'84A586%733DAB6%EQ-T9867$X,"\F(WA!.TYR5G$]"+TUA<6%I:635#565987,K0T]70FA)5T,Y M>CAU83EA-C5P:V0W0CA,2#1:-&$Q36-G-C%F-&4R9&QP9%1(3D%31#4SGI)8XT2R\W-B.&@O,#DU83AJ-DU.3#!+,TM)>$0S M3CI)954P.&=&3V-J,$9F64-G2%E:8FUZ4WE'>7=H05)&0FLF(WA!.VU633-L M=C5T+VXS-6,X:7AY-F1:.&15.'IC9FAS5F(Y,T%71WI83&IP-#A".%(O>5%A M-6UA8E)Y>6)N84Q2;'II4'9F25!M+WIR-6PF(WA!.S@S-G,R<6$O979D,T)Q M26M/,%5313$T4E)J-%58-61E.51M-WA9;W=&4D1G5&U:1WEK95-6%EQ-T95 M>#!,>35R,G8S>3)':3)%*\V(WA!.UAB52]D5S9&>4%F,FU),E9F9'1S:$]C M66EY851'2E!*-W8U1R]W0V-2.55U4DAD96-T449H16%%-F)9;%I*+VLX>$12 M268X059$+UF(WA!.TYD;#=203)G3&-Q1VQ05C3!O.3)2-FQW,VIY,69K.5!A=%!B3F)L>GIN.5)C<4=/36516DYL5$XF M(WA!.S)+<$@U,3@T850U43AT6'5V-F\Q3&4P4W%206=03$MD,S1K2MF6#@W>#,F(WA!.VI1-C P M,W%O5DHY3EEX$1X8UA66.6LO;%OK M83)H1+VU$;UEU5HP-U=V43!4>FTX9&AQ>&\F M(WA!.VM'<6)*8E1N;T)*,FEC*U R5"]K-T1.4G%D05DW=S-$,31T4F5X93EG M9VEO-EIR6$MD;7%L9%A-3G)B4S---V-)655-:VIE0W%+;DDF(WA!.WIM26=K-M.&=Z>#1Z3U%I3UIE0F%Z<6,R<6%P8S,X=C)R.'EW6"M696ER+W-604=C5&YY M;DI->5!6.4PP=6Y'2$A'039"0EI3,W5X5FLF(WA!.TAK=GI+*VAA%8X,69N3B]Z:S%V4#5F.$%)8R]J2&0V*W8S371P*W(Q M9BM"-TYM,3 F(WA!.W5G+VEN.'8Q=4AL,4A33#5R,&QL;&QE5U8R:VQK671* M27A,37I-86MK,F-K,DYQ-&$S0W)S5E1(4G9,,G,V4U)=$YT5VY++S-J-TLF M(WA!.VDQ+VUD<4M0=GI%,65U=S9E3C5*0US+T%/#8W93841.<4I6:FE:9F-0 M95@P1"M6+R]/3%=M6#%P0G)0;795:&1W4U9+85I9;&Q1.%0F(WA!.U-K,#=" M6"MA;T(ODU-,DU0;VI14&Q79V5851,M24ID:7)S5F1I%I2365B4&-X,3%*=DYV;$1Y+W=#8DY',#-F M(WA!.VI88E)B<3!L,U5N85-.*S!K5&ID1TAI4&MDB],-SAL3F8O3"LY.6-&%8V-RM5,R]/4DAM4'EB M-D=L879Z,69Y,FQ&5T9J5S1T,39F=4A9-W$F(WA!.U Y.71T-$9C=V12;VJZ-M,T$Q' M9FE2=FXY1S)A8DII,$$Q24\F(WA!.V9W61,$=0>E0X>&E/,U123&1V,VMT M2DQS:G-G3E54+UI(9B]B>FXK,DY643A-9&5B,5'1.S.6]B:V,P=5$R:C7!N5&1K86YJ:'= (;D@W=C)O1BLP1VDX4$HT:V9P,GHY+W=#,SEB3C@F M(WA!.S-$>GHU0R\U>44O3VY89&&Q>E4O2BMM=3%J;U=N5'E7;#1%2D5L,4Q! M-5-4,41T*S=$7AH17EK44EJ<5=E M4$9,2DE2:4-:2&](<&9L:CAO,4A# 3AW4'DF(WA!.U!55T548F9X.4I&4#1, M+W=78V0R:C=58S0V8U>"]14#$O2C=0E(K:R]Q*V(P:3!T M3%=Z=#!T-U=&24E).6MI:E4F(WA!.TMO-SE";D@U8S X:VI+6DUP2*8G9M,&DU96QV9&US0E!26G%5<"]S>'0X-EIT M97E.5G=Y.$TF(WA!.SAP8W9F*S$P4&(K:#0T94Q(-F\X+V0K>#9T,E-V1T]X M5C)++=7A6,DMP6C5L.'1A3#5L,%7 Q>CAV=&-.<&1G,T=L6$): M=$XQ2E9O:W%$.6QV-5I&+V%8-E)T;E%A9E5$24Q(3C%U6$4F(WA!.UE&9RM: M1%=-J.4,Q-U8Y0C%7,S%B4TQP-U!53%9U54TX6C-"-D5%1V]:4TYI'-2,7E-.M-$-1;SAK>&M18D0W22]*=CA!4&)2=E!D3!R M4T\T0VIE4S-*4&AU>4AC930S>E)A%IH3&Q.59Z1&(P4'%/.M;E=':-.6AQ1G9(9%=6>6@F(WA!.VIN=#561&V;C%'5319+4E..:$)&=FU$ M.#)V.$%N1C8X,#A487HU1U8W=7A&6&TP5FE8;FE(6"]2,D\X<2]W0U-F:CA/ M5V)F5&$X2&$F(WA!.V9Z8U!,<'$S:2MF2DDU27!:FM5<$EH2W5J06AL64=H M0D(V15IS;D57-%9D:7)S5E1N>7(U=SAY959.55163D%V<$Q'-UA:.6AQ:VDF M(WA!.R]W06MI3E986#)96EAK>%)M2VM'55IM2G-06#E#+TY+>3@Q6%1386I+ M3&)7-VC1P>7DF(WA!.T0Q=T\Y M.3-V2#9E5#9.,DHR,6=Y630T=F]M0EB5('W-M;D,W4C-S:EE:438Y4&5(=D]D;RMB=FD-P,&=E6DQ5>51Y<#5&,6)Z0S1L M4696=%!";SDT:%$43!):EAB;69W.3@P+V%F8D],4T-J-G-N.#!F<#=N8V1L M.6DU=%=B2' F(WA!.W@O>FHK:G9E>"M8=DLK:C9$8F5L65$P:UEF=F)H-DY+ M+W=$GH6#EP6G162S5N8F]/9V9297HK>DU/;&I736(Y5#%+8EHF M(WA!.W(S64]X5G176D=$2U-R2V%Q=S))23=J0T130TPR3#)V>5(U;U183DQ(M<6M8$54Q90DQL9C5V0U%E>F9R>G)U>CE:-#!.+W%(4#EB=T@F(WA!.V$S6C4P M*U1B-DIC=C%-.GI09%4W1E=)+VUL*UEM;2M1+TML>')&>GAL=D$U7;TE0<34F(WA!.U!R5S)U8F4V=#1R,3)L4V4S;E):25IO M,D1)-DU+<7ES3FE#3VAZ5$55-398*UIV3$=I95IT1W5.2#%Q,5,WE1. M1R\TF-7;S939E)+F(X>G9Y2#AN96522F5&4# F(WA!.UAR>$AW-G!B<5!J4%%F M5TDY:$5R.6TO>7%B6FQ93EA02'1Z1%1K=VE8=F9*,C5H9FQ6-7D%693)K*T=69FUV8V(Y5G%-&HF M(WA!.UAD;#4Y36973G4X8W9X-S-U=$(R3E88V5F.#EY8C5R,EEU M>%8R2W9A+S!Q+RM!4#!H6#DW.5$K,78O965N>'(O=U=D9#0F(WA!.S,K0SAF M6&2]W0E0U;B\U>3(P63)V-6A75W!)=$DY5'-%.M-4XT>7=/>4XO=VA43W(3VYC0\T=DXV<5 F(WA!.W%9=C5*+TQ"-2M';S8X M:%%`!9TY$64=O6G$W,6PW<5 X;G(T,#9(461S93!9:&5006)L,6PS93=V.2]* M-FIS8C)B339Y6GA596ME+S,F(WA!.SDS=35V531O;S1O,6EI4EDT,$%6155! M2W%J64%!8D%$3TAL27E.:S)3.3%#06E!04M!6%I&:S=&6%EQ-T95=!05W)V M4G13:79R52\F(WA!.T5M>GAN-TQO9G1+9FYL*VYZ>7A416]U3G$Y3$A0:DU* M9C)08V1&,6EY,694 #5I,2&]7=,7,Y,358;&8Y,BLW4U=4360S46)L,WHQ6E!P M6&5O8D$Q96I'5#%2*W(W,TEW-2M(63AN,D0F(WA!.UDS,6QF,F-.UEZ>#. M<& -+2DE,:4IG-D]P-D971WA'85%G9S!84$)T4S%J4G1,,7)43&I3.59T;S=Y M=W5L-%0R.&]Q&M9,7AZ56=%55AY2"MC;B]/ M4$]S950S,3%N459K,4QY>G4X;$)Y=4Q1945O2#O>#)K2%0Y<6Y5-W9483!4 M,FQT2G=-.=4$F(WA!.W@S2$HT,VUC-#=S5F5R9FQ0+WIK0C5L.&M.1G!T+WHQ-M8GDR0T(Y5&1V,W-#.7IB3S-11"]!2#)F:#A/3F$U:#9J4GAY8FIA5&9I>FTF M(WA!.T\S4CEC951V4%!L:GIH<&$V,&]&-FPQ1'-*;R]S>7A-9C)*67HX4VXY M9F%O>E-:8U5O1W!">C1416A95#=+,E-(,4A49 Q3WEM75&2U17.'EH-#-5.6ER5D=`36E$65%28C4X+TU0+T%*>$US%9D1DQ*1DES%%*;:5!#6E%. M=G1G9D8OF5I-DHU:#AS-GAX7,V14YW,4%,9

S5L,3=Y,W$F(WA!.VM7<6%(97DR1CE&.6U723E25W!6,4Y69%149%="0GE% M.&-:0VE,0UEY24YH.4\O;&PO>FQ0;VUQ.4Q49D]A2G!7;T=I41D;U-F<%@S6'!M<'HY;FMB=S-
$;30Y4T1T2C=Z8C-&=F-W4C-& M=DMK,$5Q:#1P63)$27EN8TUR0V])3V$T:6Y+6#1&4RJ89DPF(WA!.S)H-B]P-M-S9FD1C6DM%>D4R1%.*4D(U=FXW>B]W-M1#@T:W=31U,Y.&M8=F]K-
R]O;2M9;%!L1D\F(WA!.T%72'-(0B\Q'E, M5DA(=7!/8DQ(;&I-6$4R-',F(WA!.V]'4$Y*%8V,RM2;FLO M.'=V3E=Q271H95,R9FQQ,%I6=G)U665P149"<5E9165O36IF-5 R97 W0398 M=%!2-
E=9.6,F(WA!.T%:,G4R4'(-EAB9&XY,S9R16923GE08V1X.&HK:#.6E M+\K,B]2,S90-"\V3#90,69H+WA8>#15*S=.6#1C94AH+VAQ,2]X<&-F2"\F M(WA!.T-"6&9X-6]]2G135C8Q-
6$P8E=9*TXY8F@U04M*3W9W>4PX,4@V:G1M-M3G%.2FIY.C%$-#E833!U=GDT1#9$=#-D1T0V;"M59'=`6G0F(WA!.TYV,&1F M,EDW9T934#EM;DE(+V=2;6YY.6E(*T-
8>F5H=V4PB]!4$)2+W=$3E=1+VLS4#A!>F9U8E U63!V.#AF8BMP M=&0)2&TY:4%.3V%P.%AI02LF(WA!.SAT:4]Z8R\X,S=L4&)/;$@X9C)(.5-, M9R],2'I.2CEU1TM(+T%&-590+T5/95=X-
TIZ,F]".%=I9F(K;4A):R]$.61* ME,K,WET2F4V6'%$53%I,#5685$F(WA!.T4Q17%6 M3E!646UOC$O-7@T:C%N-G@U;CAN=TQ(<2]X4S9J<&%B3&1D>DI#3V=M.%8V M4"]R9F$R1VLQ=D0V6F-
N1WHF(WA!.UE,,T0U5FUH,6=M94=:1VEM:5EP2D78X04QZ.'DO3DAK5%9V%IE,G%2,2]B6#9A2&),1FXF M(WA!.S PC=:96YQ,78V3V]X MDIA;EEQ>E F(WA!.WE$*V)V;FIY4$M";S$X M6'-
#87EA6&,Q,'17<6%M:59"46YU>494,5!M,#!-;DUB=&M-#%7>FAV3)E12MD4'E'+TUR>6](-M;75D3D]O5T-D8C=4-C-%64A7GEF6&5K85!P96HV
M8F(V6G!D%8R2W5X5C)+=7@F(WA!.U8R2W5X5CAF9C@U4V589D]K&YD=&,Q M44F=F M=&5%95,X83+5>3E.'IF24AM4'DS$DF(WA!.U=/5'(U4DE.1DQ-,6A% M-
F)Q96\V6&91,RMN6$UL<&4R-V,T3&E&.6IO=S=H.'9K6E)"1D9)3F-N,#DK M5E O3U5D:&9#2%.F4%)3>78F(WA!.V1K.3%L1C0R.&@V1#$Q2#DP>"]M031E M4$A.5'%/>GE.-
&9*>DU7<'%QA5#9#:&UH,FE3848Q;&AK54Y(26A$2WEK5)5 M:EEG-7#2$PF(WA!.V)L:6EL:65+5D9K:6M57-+145(66=4]1EAH M+W=#6D@O3TQF;'981$QQ2&Q34DY%,4YQ6,F
M(WA!.S)'1'1#561P8FHW6$=Y85E(;',K6G9/4&M$>F(U3W9V<6YM1%1P8E-P M26AU2V-O2F%D-#56*T)T=3%A:G5-,C),3D=9=4IC2V-$2&TF(WA!.W@W3%=, MBLV97%Q5#-+,%!V
M;$=-85'=N>D1/1U=5950S>GE.+W=!-6,V1F0F(WA!.SA,9GIB<'(V8DUD:F97-M9%HW979I,%(O96]0,'IZ6%IE>E-
0<$YU5D161'$Y%8R2W5X5C)+=7A60V%T<$=M87AP=`AP,7%7,&0U65A31DHW954F M(WA!.V-L6E0O16114G5$=4UL1U)I8DA.0D%);W9K+S@S=CA!,D=V5U!,C544U15.4-&6DIB359E-G1L-
S=$95=-9GI$-&=/;S(U6G4F(WA!.V1.'EE2$5%1V@V-7-(1UIP*U=8-7(K6G9Y+S%4-GAPF9Y.2]-=GET-3&UI-TA(:T5H3(X-DQ*1W35Q46MU+TLF(WA!.TXP9$AV1TI95TTU85

*PL_/2A[E0BR@MK>>HI[A-.F<=^$_(I7U'Z>76B[_P_^V4ZF MGZTONJCVN#W^54:]Y>[+8IQVK;I)3QI;4U'/K;RZO+#,H+UX_27TX]SXKW7W M--[SQ&1M@
'4^\=%ZCY*:LR_2N\\"Q_96L,ZK3K,EQ+)(GR8,Q M1+B'XDR*|VIJ;57-5-:;DP9[1UF:!EM-OQW6W4(672RS,[_)[ZGF6659T;VD M\8RB|&NU/@TULE%XJ2;333.O=VEM?
6\K6[@IT)K!I_Y;&MZ:VI[45IWN9]%& MVO6OD5CMO5G|@VUPTO+5#5-GSS*)N6ZDE6,EB/78EN%NMA1(32),R4F-6W[# M+5?8N=C3[(DIQ].[/O.*?E.[>.C2HE-C6U7'I60;ATQ7]4,1FIKLE
M;T_9VQJM$GX3SAW-;%ZE">DLL1ZPX,U_P!';'¿?-M,]%MF^URI:(TJSXX< M*=1]J23]I)MS)!TWKBXR_EL\UW+A)QD#KG
M%]NZ5SW&MEZUS.O19XWF&)V+5E4V.=1FEUHUH[7H5A">2IF5$D(:E1)"%M/- MMNH4@]I9AEUJE5Y.PS*E.C>4WA*$E@U_G3WIK%-;4VB8K:YM[RA&YM9QJ4)+
M%23Q3_RXK>MS.S!TCG -!'M1WH65; H=(T4XW:77C:+O*T M,KZL2L'FU%W-_2@7XJ==+-=06^B+"IC99< MO-KX/9*YJ1]6+[?*I/T2]SB]L3U=_ KTN>1:3N^IN:4N7,LW;HVK:]:-G2GZ
M\EQ2N*=]>^%"G.+FP:FO4PON &Q_US6LD1S([(_ARZZ/1V MIO\ AK-:F&G,TJ1CBWZM&Y?]TZG8HU-E*IN_=SDU&F\:,_C#Z)KHO_(SR
M*CS:PR2E*>$4N:XLUC*M1X.4],VO16U[*M.,7*LL)'@]'SOS M_#$GF:SAXU\!M/6.Z^3&P8>&X MTRI^%CE%%0FTS?861-OS?CXGK_%6G6YN17THNG=T-
J"':4R%./T]DMT8KTMO9%2DTGCLSS6QRBV=U?348<%OE0]ID M5O?S+>VEM*VCVP^\CDK[-+VPP:*Y,TMO2K;-+V,Z,OZU=7(RKX$E+]=DFX[Z M-\?^:7Q2&D2&("4-TM4M#7@8?=[*X+';]
(0DHU4 M_RNXH<'>5_-_,SP7B[I',]K6L9UENZM:F&S789BB' M_P!S3^8YY>/UF'8]TZ@C-LITUA;_$+-27%]$G@L]U-D6FK;XK.[FG0@]R;O MG+
[$(XSE^BGAQP,CE^59AFM7RK"E*I+BULBOM2>$5Z7X$QG@A^))K_'&Z3.O M8+MA_8=SV)ER=#Z5GV>/83%6M*%-PG5&&%7.:G/+^KAB MH^F>R3_14?
%DMO1/'!0_&'!H6M>>H\\T@\)+)E08%C==0L3++1,E97(FR%&:G'5[,S.!5MQ(:/OB5$.0X@EO$TTYM6C=*WFL,]I93:XQH^U5]8;*=)/U!>+]F"XS:3P M6+6'SW.*&29?.]K8.>Z$?
I3>Y>'%O@D^)4E[RW9LOD?M_8F]=Q9-,S#9FTLI MLLNR^_F]/K)LK%WJB)!C]RF]VE](:&H=?"9),:! CLQV4H:.0DKYY9EMGD^7 MT_P B6Y+< ME@EL,J1WCK@ '9^F-
S[1X];1PK=.ELUN]>;/UY=Q[_$LMH)!,3ZR>P2VD MG&W&W4.Q+&LL8CKD:,"DMO0YT-YV/(:<9>6A72S'+K'-K&IEV8TXUK*M'EE&6 MYK]:>U-8.+2:::3.O:W5Q97$;]UDX5X/%-
YI[&MCV%G[Z9? P,$-S:&KVYC[LNOPENH*9#-;TR@F/) MCR%,.N0YDNE?43IW?:*OO.H\U;(:TONJO&+W^74PV*:6Y[%-+%8-2C&>-.;G MM\^M^2>$,Q@O7AV_7AVO?%;XO8]F#>[X1J:4
/\3),:QI_L>O< M1RZBJ,GO7)ZBQO_),:R"NB6]%?T5O$=@6M/<54]]^#95EE!?6R^P\A;3K2S2 MHC(S($F*,HMJ49)XIIK:FGM36U,^9PA5@Z=1*5.2;::O3 M3WIKBF5_?NR_''R7CO\
RSE5P)OV^S?0R%6.1;)T//1*OLUTO%4\Y+FWN")3 MYI?,M65[3AF_&43]M0QVC>=7+A$^_"M7TWZO4$85GN4 M9\(57P>R,V\$)HRP4H>U3HF=ES9AE$7.TVN5/?*!?'C*"[-15MVK%](H)\(X M
V0>NGVF\K?6AL:^5Z+RSI[@%Y.BO:'TAES MTR?K/8$1E2$..R:QMY#N.Y4S%3VO+NO-F)GN%(MEO(2W:UR.C7F4S6(4ATHY4\UEH'/=%W/+?0\S+I2PIUX)^7+L4N,)X>Y+L?
M*Y)8DWY']/+L]I8VIY+I+UJOI1[UW8I/8;3QHYGP .H][M[;J-':GS39MOXG4XY4N+JZ]U9H^\9!,4F%05">TR=[9]M(:0XI!&;3/>X9=[
M#&HZ\U:9Z&TG>Z0,&K:DW"#?])5EZM*GV^O4<4VM8LTMT62!TMT!F'4_7N M6Z*R[FB[RX2[U$L?*H0]>O5V[/NZ49.*>"E/EACC)$1G(L@M\LO[O*.@FNV5
M[D5M87EQ8/F1NS;.TENS9TESH1))3TEY2NA$1%UZ%|!Y%9CF%YFV85\TS"]'J M7U5G5J3>^4YR4THTG1HTX[H4Z45*$5X1 M27:.^)\8=(R0 !)E]?O)-6]]1MT&2S2?V-K1N#19"X\ MZE4J]I5+:.O[)S2I1NNO28T=4:8L^XU2V%.J[2>0D>FGX?>J3UYI%6&93YM2 M98HTJK:],K3PPI5^UN23A4>W&I%R>'.D>*WXL^C*Z6=0'FN34N31V=.=>W27 MJT*V*=Q:=B49252DMB5*:@L?
+DS/83X54 M-'GMK|X_':UE8I/P:K56[GY96I43^*Z3]+3L@XBF?& M4Y6Y9N*ZA$K%@^FF:ZSK*YGC;9#&7K5F MML\-|:22M2X.7L0VXMM*#U746]T+(H.E'"KF+6R">[LPK+.
^+40.Y<+$L(H/*IV+BF!XRVZNOQC'(1JZDRR1N2 M'C5(DN(R7'7EW%T_IW*-,9?'+[LBNR*W)?_!>+VF+0S9CP S4X<> MO'F'SVRS^+\8-)Y3GL6),:AY%G3[**#66'&X2'%JRK8-TJ'C-
9);BK-Y,(GW M;*2VD_CQGE=$GKFH=6Z?TM0_.KF%*36,8>U4G]FFL9/;LQP45Q:,IEF2YEF M]3R["E*:3VRW1CXR>Q>&]\$R:;P+_$]X[:H30YYSHSV9R+SV,IB<]J?!95KA
MVC:R4DDK^;VZ45NQ=B)BR6TK0YY<>A.I-34B!(;/J=<]4]=I)DH91TJLK?"MFTW7K?0CC&FO%}&Q'6^1!8U%*#CV&8+CM3BN+TL0C-
7@K**DB0JV$A2U&I7C;3W+ M,U'U,S,09=WEW?W$KN^JU*UU-XRG.3E)OOE)MLD&C0HVU)4;>$848[HQ227@ MEL.:CK'* ?!RG*<L;>WM)\E;
<>'7UT",X\ZM1)0V@S,^A#EH4*US6A;V\9 M3KU)*,8I8N4F\$DN+;V)'Q4J0I4Y5:K4:<4VV]B26UM^!5+^Z7VB9'[.>5=C MEM+(LZOCGJE5KAO'G#YJ7HCI8XY+;.XV)?
5SBC3'S#8TF$S)D(-)*AP&(<(S M6]*IYV\W3G1-'1>1JA4499O7PG7FMOK8;*<7]"GBTNV3E+WL%7W5&?SSW,'4 MCBK*GC&G'NXR:[9;^Y8+AB:>Q(!K0 =@ZJVML?1VQ,0VUJ+,[[7VR
M,#NX>0XEE^-35P;:FM8+A+:>:<(E-2(SR>K4B,\AV-*CK6R\VXTM:%=2^L;/ M,[2I87].-6SJQ<90DL4T_P#+8U@T]J::.>WN*]I6C<6TG"O!XIK>G_EPW/=6 MD[6J)3DFEDN$1FY%<8?
73#J/TXO-&7GQ=IS5=/59>I/>Z;?[NIW_ $9;IKLD MFE.NE]44,]H>36PAF<%ZT>$E]*/=VK?%]V#-\PBXVX (A7NH M_&ZQSD O+.4W .CH\(W@_P#&
[X:6Z>=)TW(${DGG9T_=.>L%;*E3R354I5$9=WLR[GCC)RO%,HP7);W#,VQR\Q# M+\7M9M%DN+9-53J/(A=48W-M.-2WG%2C*+4HR3VIIK%-/@T0_4IU*-1TJL7&I%X--8--;TT]J9\
MQG+1K5K>K&O0E*%:+Q4D\&GW-$['U,?E"X=L9.-Z%]D4ZEU MUG?BB5..\HH41NJUWE\E)-QH[>W*>"R437=]+7T4Y=1$(QYQ2EKD-53;?>[6 M+7G12XL^?--
'J5:UVN5LWC4AQ^Z;VU(KZ#^\['-O!2SIW7M*ORVF=M0K;E5W M1?VU[K^LO5[>4F.5UC7W%? MJF?#M*]TAQ;&LZZ4Q-K[&OFL(DPI\";&6[&
MEPY<9U+C3K:E(<0HE),R,C%>YPG3FZ=1.,XMIIK!IK8TT]S7%$EQE&45*+3B MUBFMS1[@^3] #0-[2>0/\OSNJT7CTQ+F/:[=1<98MAWO:GYQ.AJ1&
MA.=IJ;6G&*>6:.I'U3)FOMK+N:+IO'\4O4'^,9]2T+ET\R=S*.R M+X?<4Y8=TZE2,EC!']^!OI+_P /:6K]4,IK':OB: MT4]NQTZ-*<7A49J=%32^P &0/&+>=IQYW%C&PXAO
MO4Z'3IJLQ]V>AJM\LW64V\5*3-)+E13:,F1B-22^7&:[C[.XCD'IAKJZZ>:Q MM=0T>:5FGY=Q!?O+>;7F1^U'!5(;5]Y"..S%$2];>E]CU=Z=WND;CECF+CYU MI5E^ZNZ:?E2;X1EC*E4V-
^54G@N;!J613V]9D%35WU+.CV=/=5\.UJK&*OR1 MIU=81VY<*9'7].]F1'=2M)_Z#'K-9WEKF%I2O[*<:MG6IQJ0G';&4)I2C)/L M:::/!',I(*>APRGO+\T*PW3SHU6O73SK5T)4[/9*%L\ M5.?
%.MQA#ZFRY4L)1GJ;7,*'-89+)2K[I5=\8]T.$G];V5PQ>U0.,FR;(M\TR*\R_+ZYRG*\FM9][D>2Y#93+F^OKJTDN3+*VN+:P>D3K*RGRWE.O/O.+ M<<<4:E&9F+0T:-
&VHQM[>$84(148QBDHQ2V))+8DEN2(DJ5)U9NI5;E4D\6V M\6V[];>]GPQR'P !F?PW]?'+SGQFCF&<7]-9'GWV M]V&639B\EF@UUA4:.U)NHB/K9B^9RPF)CNE%COK0:!K>H-7
MZ=TQ0=;.;JG3DMT$^:I)X)X1IQQEN:VM**Q3;2>)E\NR/-9X+>FMC;Q323:)N?KU_%5XT:08H=A?5I7-W4G5N)O&4YR45"9+9+H:;'++)L:P"SG,.)3$JLTNH"I3R#(CE)I? :O$XZV[-
W0G+LM MO-4UKJ\Y97EM;\]&+P]IR4932XN">"[.?'>DUH/4.ZNJ&40I4,50JU<)M=B3 M:B^Z3V]_+@5Q8MZ0F !S/7>Q,ZU)G.*[,UCEM]@FP,'NH618CE M^,6,BIOL?
NJYTGHEA73XJT/,NMJ+HHNIH<0:D+)2%*2??N[2UO[6=E>TXU;2 MK%QG"2QC)/>FF^QC&*?16[I51K_F MIC%"MRQ]$HC56*
[UK*:.:Y^::X;\B6HN2L0VCE76/))*XZ2D*\LSRU2]ZZ%3MCCLA4X[(RPE@Y3CI;5E'.J:M+K"&:16U M;E42]Z/?QE'AO6S'"1((D-T #1K[R6C(D(9CVB$KN*EM*?"I^.A4)V3-!=
M3,UT965K5YKC(92]:BWMACOE2;]F7%Q]B7'!OF6J:CTI9Y[!UH84LQ2V32V2 M[%-<5W[UPQ6QUIO*OB9OSA5N7(]#\C< L\ V!CRCD-,RD_(I70S3**L:MI/LWQE@FX3 MCOC)8[4^YK%--
P=F&77F5W4K2]@X5H_(UP<7Q3X-?E,<1ESH@ M ;Q?5E[W>5?K9G5> RY#^^.+BI?_:6C\QN9+,G$F)#QNRK
M'3^6NM6$G!9WF6IURO6S*I):ENFN(W)=*8W&FM^F&1ZQC*ZBE:YWALK02PGV M*K'8IKAS8J:V>LTN5[7D&K?8 MS4FO:B]DH]TH_G6*?!LS@&M&5 ,?
N3V\]SCWIO*=A2E,.7+;!4V'5KQI M_P"ULOM&W6ZB-XS,O+'A^-R9)(C(_B17>G[NA''W4_7-MT]T;=:AJN+O%'R[M>#_>7$TU3CAQ4<'4G_9PEAMP):Z(],+WJYU%L=(T%*.7.7G7=1?
NK2DTZLL> M$IXQHTWN\VI#'9BU$VM(:R[O[:TO;F8_8W%U8S:;UL)*N^3/LK&2[,G3)"^A= M[\J4\I:S_P 5>,3-Y=W.87=6_O9RJ7E>I*I4G+.Y3G)RE)]\I-M]?>[+[" MSRJPH97VI.-'+
[:C"E2IQ6$84Z<5"$(KA&,4HI=B/G#K'< M #?GZM.07\KPBVT3DD]*[W 4KN,,.0X7R+##)\DSG5S7<9N/]QFX MD=>IG^V--:0DNQD^E^_PL]0?XMD=;0F95$[_
"]>9;8O;.VG+UH+B_)J/]2I M'"6$&>4OXY>DO\!U-;]4LFI-97FS5*\Y5ZM.\A'U*CPV15S2CZ:E&I*3YJB- MM MJ4% #@.T=IZYTGK_ "K: MNV\TQ[7FNL(J)-
[E>8959,55)2UD5/5QZ3*D*+O==6:6V&6R6_(?6AII"W%I M0?:LK&\S*[IV-A3G6NZLE&,(K%MOL7Y7N2VO1'#<7%"UHRN+F484(+%R;P27 M^7RE=U[F_P B;9'-)W)N.?$*?
D>I>**_FTN4967R*+9> 8:E/1I2;=:'$3<- MUC8Q^A-TJ/'.L&5*.S7V.G7Q[;=.^DEGIQ0S?/U"OGNQQC[5.@]ZPX3J+Z?L MQ?
L;5SN&-3ZTKYIS666N5/+]S>Z53Q^C%_1WOWNQ1>!-9H0 M &8G&W@[O3DN_%LL;HOXMK];I)E;'RQJ1 Q];2'7FGTX^P39V&5S& MUQ76^V$VN.T^DFY#\?
N)0K9UO_%7TFZ%49VFH+SX[5RCC#+;1QJ7.+2<77>* MIVL'BGS5I1G*&,J5.JU@6:Z%?A-ZN]>]\+O3MG\#1#FPGF=XI4[7!-J2H+!U M+J:P:Y:$90C/"-6I23YC?!H?
UH\;M.1XD_(Z%O<69-M_[1?; A1YE$V\IM*' MBJ,$-I56K99!=?\,Z9DVHT;"< MHW+CMP\V^PC7XH>%7,M$#7FSDU^+RVE.)CU ME%D+2_#B=P39FB-%CI>=5
>5^Q^N);+/M820C/\/?4NOI?73L$8I;H15:G%)^M2Y().HR2R/28\: M_J=WZ-U)R1U;E^EMY8%CVRJ89U6.562XEDT),R!+9,R=BS8KA&B M74W=3+0B3 L(CC$ZOF--R(SK3S:%I[V6YG?
Y/?4\QRRK.C>TI8QE%X-=J?!I MK9*+QC)-IIIM'7NK2VOK>5K=PC4H36#3_P MC6]-;4]JVE97[I?2=LCUB9^G M/< 7D.RN'F=V_P 3!-
D3F6I=]@%U*)QYK6^U7:V)$@Q[LFVUG66B&8\.Z809 MH0U);?CMW-Z<]2+/6EK\+=''L>Z7<\4:'Q*!J('(\0$*']?95CN,VDVDR'';ZIDMS:RXI;>N>CSJVR@2V4N-/-+0XA:2,C
M(QPW%O0NZ$[:ZA&I;5(N,HR2<91:P::>QIK>F_K%>;=;C'%GEA;U&&W>Y4L=T M)\=D9\)2FG2FL*>:QCE^8-1S)+!2W*KX=D^U<=\>Q2AQ"AOH M
:^O8MZV..7LMTI+U3O"C^!D=2W-G:NV[0Q(J<]U;DS\9QIJRIYCI-G:X_+< M-!6=+)7\&R:0GKXI#4:3'VO2.L[6$U[$U[4'VKM7;%['XX-5=?L']=7([UM[NFZ>WWCBE5T M]4N=K;:=%%L'-
=[7QN,ICON,2N)<9@CL*XI;+=I6/=LZK?<0EU!M.QWG[L:3 MU=D^L,M6897/UU@JE*37F4I=DDN#P?+)>K);MJ:4"YSDM[DET[\:CZK]F:]F M:[4^[BMZX\&\#AM!B .V]';YW+QIV5CVX-
M"[{RK56RL7?)ZGRS$;-RNGMMFXTY(KI[/1R#=4=AX4HEU\UJ1!FM=6WV7&S- M)]#,\KR[,;.>7YI1IU[.:VQFL5XKBI+A)-23VIIG9M=5VL>%:FSG*G7CN:>' MH[T^*>*?
%$]OU0_DZZFY#JQS1W/AS%M#[IDJC5%*N].LZ?26QYJC2RPG)URU MN,:CR65U(UN2GSQ^0X2U)D036S#.K>NNB]_E//F>EN>ZRU8N5'?6IKZN']+% M=EQ=DL'(EW3VN[>]Y;3-
^6C=;E/="7C]!^/JOM6Q$M!IUI]IMYEQMYEYM#K M3K2TN-.M.));;C;B#-"VUH,C(R,R,CZD((::>#WDB;]JW'D'X (S/L!Y*?W MWVV[08W.*1K?
6CTZCQQQA9G&O;A:VF\AR8^U2FWV9,]*4>&LC-)Q&$N](3?6 M0\R_Q]2_P#CS5SR_+:G-IO+'*E1:W5:F*5:MV-2E'DIS0Y<5)8.4[JO\ *2+2ID/,]QD?
8I9++ZI(;5HC55[HG55E]:QQ=6UK*4HXX>93?JU: M;[ITW*./!M>D:+U+T)EO4K0V9:*S3!4;ZW<83:Q\JM'"=LN^E5C">'O).+ MV-DNW&\AJ,MQZCRF@F-
V%'D=177E/.:,C;EUEK$:FPI">AGT)V.^D^GZEUZ& M/7G+^%2E-PG%^$HM=Y]H=TQH ! MB1S2YP<<^ FEKG>7)'.8N*XW#\L+&\?B&Q.S?8N3>$W8>'Z_QHY#$K(<@F?1 M2B2;
<6%')P5MY3,E:VXY8M< MOS=7\?J&T>=H:U:-&AY;GLUI$4L[V&Y =4W\V0VF+7(==:KV(R7Y!M%S]#= M/2GCP6V6"[628&,8ZT^9F4B^R"6;5=
_HH6XACO7+D);43#+JR[3C'JAUCZ<=' M_F_C?4',Z%E2DGY5+;.YN))>S0MX8U:CQP3DHJG!M.I.$?6)2Z6=%^I76?.E MD?
3O*Z]]5C)>;6PY+:WBW[5Q<3PI4UABU%R=2:35.$Y>J;ZN,_JMU5JXZ_*= MTR(6W\W8\4ANC#M<4I&U6/'8
MB,,18K#,:+&9;CQHT=M#+$=AE"6V6&&6TI;:9:,224I21)2DB(BZ#SRN+BO= MUYW5U.=2YJ3C5O;V]I;PM+2$*5K2A&$
M(0BHPA"*2C&,4DHQBDE&*22222P/,.$YC^D9D9&1F1D9&1D?0R,OJ1D9?4C(MQ^IM/%;S\:36#W$H;@GR(3O[2M:]ZGID["P-,7%\U2XX:I<]3+!E29.Z1_5? M\A@,&IU?
T(YK,@B(DDDAZB]">HBU_HJD[VIS:AL.6AI!.7WULNSX>I+"*WJC.BVVV MS-0345L Z_P!J:KUUO#768ZDVWAU' ML#6VP*.7CF88?
D<1,VHNZB:DO(P^WU0ZP^PZA#T>0RMN3$DMMO,N-O-H6GMV M-]>99>4[^PJ2I7E*2E"<7@XM?Y8-/8UBFFFT<-Q;T+NA*VN8J=":PE%[FO\ M+
<]Z>U;2KJ]TOIZV'ZOMS)M\=*SS3BAM2ZM'-.;%5&DO2:,D]SL]6IMARB0N M/$S2C@=QPI*EI:OZ]A4MDD.M38L.Z_3GJ#::UR[RZW+3SVA%>;3^DMWFTUQA M)[UOA)\KV.,I0+JC35;
(;KFAC++ZC?)+L^I+ZRX/WEM6W%+24))-5 M]J!/G56J)CVI.1U_(B5U/M1UQV/!I<&\V?(2S&A4^R%FX34&Z<-$6_Z):E M&W9FEZSJUU,Z1RR[S-0:5IN67[95;>.+=+BYT^+I\7#?
#?'&&R$O:4UHKGER MW.))7.Z%1[%/LC+LEV2W2X^MSIME,:%>R2P QBY<\.^/?.33&0 M:(YX#7YSA%VDY,"09E!RC#,A::<;KB7D[ZVKNZSVBB6>].)[TU3M%NO&Z=Y5EA4*
M0\VW%I=TX]!3(_AUHP^^F.W:MJ7261FVIMV/(>5 8N)H7J?DNL:4;6]XVN>I
M>M1D]DWQ=&3]M<>7VX[<4TN=PAJ'25_DT;_GVJX*WTE(EZDRJS[S^NC,F:RQRQ=.I<4DDQ7*U;KSZXGUUTGR?5 MG-?V/+:9Z]O.EZE5]E6*X_VD5S?24\$EN6GM97V386UQC6R[Z+?
K0^PWP^J] MG9R[66'W#KG3Q:.+,2V;L1Z0P:755+U#IC.]+WCLLZH2I5-O++?":7&$UZLEVX/%; MI)/83/EN;6&;T/B+"HIQXK=*+[)1WK\CX-HZ_P#8?R!7I72,G'Z&:4;.MJ'.
MQ6D4TXI$JLHBCH+++]DT*0XVY%@2FXC+B5$MJ3-;=3U\9D*Q_B(Z@RT5HB67 MV$^7/ &]?VE>V_CEZO-7_><_FM9U
MO'*ZN6_J705#8MLY1ES[3I1$WN12TLS$85@,*6H_D6DMLU/^)UF$S+D(4TG> M=$:"S?6U[Y=HO*RRG)>;7DO5AQY8K9SS:W16[%.3BGB:_G^HK+(;?FK/GNY+ MU*:>U][^C'O?
@DV5B7-WG=R1]@VY[+=O)'-7,ANE_+A8EB=4F378#K3&I$M4 MIG$M?XV[+FIIJ:.HT][CKLB?.6@GIDF0^9NG='36E\GTGERRW)Z?)3V.4GMG
M4EAAS5)8+%]R2C'=%);"",US:^SFZ=U?2YI<$MD8KLBN"^5O>VV8=#83& M !R/$L/RK/>4W% MBMN.$S&8;4ZZX9$VRTA2UJ2A)F6&U#]/(-)Y/7U!J>\MK#)+:/-5KUZD:5*"
MQP7-.;2Q;:C%;Y2:C%.32,WIW3>H-79S0T]I>RN&+Y8 M03>"*2H]*/MV7?IOH/;||ML'FUU3>'9S6=I42;[8U;N
*M*XIVK2/5[H#_AK5:BH:EZ^W#A'U9K*+2HN;MY;R[IMI=DJ5I)\&KJ;8F[#$ M<.Q3 G&G37;+"*7-.6^#4HM--/:FL&>R.4X0 .F
MN07'_4G*/3V=Z'WEAU9G>LMBTK])D=#9M)49)7T=@VU3+[3D4^144]MN973X MYHDP9C+;S2DK0DQD6= MM?
VT[2[BIT)K!I_E78UO3WI[2K+]MWJ1W/ZMMS_9[C[EGG'?/+*/S,QKNZ"U[EVM[N\RGA2S>D MEYU'':GNYX8[94Y/<-]\7ZLMN#E .HM.W6077++&=E-^I/M^K+LDOGWKBEJ.& M^FN
!,G]'OY&\[4ZP?+9EOJUM,+'-3\EKU^78W>MVDD MMBLQ';LOQR["^P3N-J/!O5FJ51()+^.$]DY,TKK5V_+ENR6^/'U=L9ZM7 M:5MW6UUU2V,&WI[>#$M*FVJY<>?
6VE;/CMRX%C73XCCL6;!FQ74.LO-+4VXV MHE),R,C%7)PG3FZ=1.-2+:::P::V-/:FGO1+L91G%2BTXM8IKG8UU?<5[^IMH$.TJK2'*KK.LL8K$VOL:^:PN--@3X4E#L:7# MEQG5-
NM.)4AQ^C2H(?4)SIS52FW&<6FFG@TUM336YK@S\E&,HN,DG%K!I M[FB'}[9/Q>,/V3_(M[^MR%IZYSQ3J.K-24QW:IIOL=L)H3K7<6?)E>L'*M:[:%&Y2QJ07]K%;:D5]-?>
M=]FWLC346@J5?FN\D2A6WNENB_L-^R_JO>SE()^P]=9[J3-LEUKM##F<,'8.(M #M_1N_JU<9]BTNV] [.S'4NQL?<-5;E6%7, MFHGG'6I)R:RQ;:4<.[H[!*"1+KYK4B#,:ZMOM.
(,TGC\SRK+S MGOC-)KQ7%27"2:DGM33.S:7EU8UUQ\245H?V^Y-[!4 M8I4SB%'L:K1.?FQ\@I*PGOLB,WL7[$V[&!#\2G_C MH>C1TQR-J-
XP_CP_#WKS])30Z@::M;B^Z9TK&,).GC5EE\XRG*K}\5C-49MJ M:N6G%+"E5E%P@Y^TW^'CUUZ:2TE6Z;YW=6^7]3+C,1U4JS5..80E"G"BK>I+ M"+JTU%P=KBI-XU:49>944,QAYI'J>
&2? M$;<+FC]_8#FKTE4>@>LDXUF!&OL90ZG=*,VTU M3@IYM&B[FTV8M75NG4IJ/8ZJ4]#>W'%67$ECD9*(E),C(R(R,CZD9'J2,C+Z M&1D/65--8K<>";33P>|_H'X =7;QV/_ M
&S=BW;]WD=_9O*5^Y?1J%4U43N./3X]10&VX== CDB-!ALM MLM)2A"2+T.RK*K#),OI97EE.-*RHQPC%?.V^,I;*3VMMM[2L]Y>7-_M/;F]OM>79\F5 MJC5LI,2CM3$DI)4@Z_ M
(Y.FO2'S].Z6<-0Z^I\T'1HS_V2VJ)\K5WG>GU3EFJU>#^+NJ;7-C:6TL&H2CARW%?RZ34E.E&X2E M$D*:-XWZ>XZX^5#JW$8=0Z^PRU!AI*NT>,/5OKIU-ZVYO_%-?
YC4KT(2;HVM/[JSM\<=E&W3Y4TGRNK-S MKSC@JE6>!['9^@O2_H9E'|*Z?9;3M[BI!1KW=3[V\N<,'C6N))2<6US*E35 M.A"6+ITH8G>8B$F, W\>L/DL>:8>_H3+)Q+R;
H)S<)DR'2)VWP MA+J&W*A)K4:GI>*27DI;(CZG =;2E/;&6H7^_#!U+_C63RT#FU3',["GS6S; MVU+;%)T]N^5!M)+^]E%)84Y,\H?QM]%_^&]0PZJY!2PR7-:O)>QBME*];;55
MX;H744W)_P!?&;E+&M%&V,6R*$@ ! MT7R3XV:8Y<-:8S706_<*K<|UGGE:J#Z;R;U$Y)MRH4IL_+69!C]FUTF4.3T,Q&Y M^3,I#[9]!*?2
3J1Y/)\XS'(UN433DB$M^.E:F[O:%UYE>MLO\VW:IYK3B MO.HM[8O=S1^E3;W26[%*6#WP%J'3MWD%SR5/7LY-\E3@^]YJDDMZX[UBC4^-Z M-= "2#Z7/?UL_P!?

5G0Z"Y"OY'MGAO/G%&APRDO6F<:"V/;'TK;BG9 ZAW!J_ M?NM\2V_IC.<>V1K/.JQ-OBF98M/184JO"-UV.]XW4DEV-,@S&'(\]*^AJ3#E M-.,/MMNMK0FH&89?>Y5>5,OS&E.C>TI82A)8-/\ S-;4UBFFFFT\2;+:YH7E M"-S:SC.A-8J2VI_Y;FMZ>Q[3L@=,YP U<^R?U&\3?9MA*X&W ML<5B&X*:L7"U]R!PJ)#C;$Q);:G'X==:FZE$/.<, ^2XKST]EW()MUU4-Z%)6 M4I&
[:..U[GVC+GGR^?F9?*6-2A-MTY]K7&$\-TX]BYE*/JF SS3F79[2PN8\M MREZM2/M+N?TH]S]#3VE;=['?4]RR]9N=_9=U8HK(=7W=@[%U[OG#8LR?K3-& M_P"LY'@OSE-J>P _/C,K4]2V?AE]&UN1SDQ23)7<+2&N\AUG:^9EM3DO8K&I M0FTJD. #WX=DXXKI4UC>V1/#&K0BZ/VN=O*&+,9CJW+ZK+:-Q7B?7*6XS85)]L_EIK7^6U\OS-8N M'.E*E6@L/O*%:#E2K0VK&5.,3--6F1+7_ (RK6I;B MSE]?K_M0]6>B6JGJ_IKEN85IN,%]&E5=6BO[LRM$KD#@ M '',QQBOS;$,6FOR'Q5IJK3E2E[,HM/TK I+K^CLL8OKO&
M[F.J);X];V5':Q5DHE1K*IF/0)T=1+2A9*9E1U)/J1'U+ZD0](:56%:E&M3> M-.<5)/N:Q7S%6YPE3FX2V2BVGXH^2.0^ #NW1O'C;7(K*$ MXQJW%I5PMEV*F[OI/="Q;%XTI:R1.R.]
<;5&@M^)EUQME/EF24M+3'9><+L$ M7]5>LO3OHOD#U!K_ #"G:49*7DT5Z]SY=5NZT7'SJ[S2UM82?)CHA&I;8\6/Q!_CEZB]7G7TYI%U-/-]/YN42I3PO+JF]G^U7$7C&$H
M^U;T'&GA*4*L[A*,E[= _AU_ ?TWZ/*WU+K%4M1=0XT@.'W&R^39FW*@3$(4DWJ^SAN.1Y#?4O(PZI/7ZC.:;U!F6E<]M=0 MY1/DS"TJJ<7P>&R4)+C"
<6X37&,FC6=9:2R;76E[W2.H*?F93?T)4IKC";& MI!O'"I3FHU*.G^.>NKS;>]=CXCJG6V-_$ M33R?.,QR',:>:Y54=* M]I/%-;FN,9+=*,ELE%[&CJ7UC:YC:SL[R"G0FMJ_(T^#6]-
;BK?]MGJ)WbRRVZ M=PNUUJS;Y_QPS6SE'IG>,:-I-?:1U>:4W@^=B-? QW9E-#:5Y8YFVQ:,-*F M0B\9/LQ;M:#U]ENMLOYZ;C2S&I8D%,RWP?":,BTY=9!
M<\LL9V4GZE3#?)679)=G'>N*6HD;|:V &V'U9^WCD=ZN]D*G MX+*=V!HC*K-$O:6@+^UD1L7R5:VHT-[)L8EDU,/"]@Q845MMJS89<1(;:;9F M,R64-
I;T36^@,GUM9\MTO*S2$<*5>*QE'CRR6SGIMO;%O9BW%IMX[%D&H[W(M:^-+U[23]>FWU?>OHR[^.YIHLW>#?;C7[*],UWZ.:&;L7]<3<&-FF%V?QZ_
M8.K\DEL..KQ78&,ID2'ZBR0N.\EB0VM^NLFV5/09$ECHZ=,=3:6SG2>8O+LX MI.$]KA-;:=2*]ZG+BMV*V2CCA))["=QSFU5U8SQC[T7LE%]DEP??N>]- MHS,&NF3 #@NS-8:ZW-
@N2:QVS@^+;'UYE]>NKR?#,S(I&0XY M=P5+0ZEF?5V3$B*ZIB0TAUE?:.3C#S:'&U)<0E1=]RO;O+KJ%[859T;NF\8S@ MW&2?=435G
M="};+:JY,LU@XT;K8HW*6%,;_M4OZ.3^DONWM;5-+;$VH=!5:'-=V)C4H[W2 M>V2^P_>7<_6[.9D. ^SK+*DLK"FN:^=47%1.EUEM4V<21 LJRR@2'(DZOL(,M MMJ5"G0I32VWF7$)<;
<2:5$1D9"P4)PJ052FU*G))IIXII[4TUL:W,C6490D MXR34D\&GO3[&>B/H^0 .PM9;7V+IK*8N::Q MRVWP_(XI$V97669Y2V>91E@IQQ3=.K!XTZU*32"-]7%_VO8-
MG)5V(=>4VTNV:>BM2KG.0K&$(YC24G85I;DZ\6G9SELYIXU+;%RG*5 MM32BMO$"? M8$*TJYL2RK+*)&GUUC DLS($^#,91(B384N.MR/*B2H[B5MN-
MJ4A:%$I)F1D8\UKVRO;6G].ADF.9_4O\ +<[\(NI'"\57266]'5*<+HDL=TH- M4JV':Y*5'T0^3SB_Q =']J9?D6OZ$/0*56I85I8;XU$Z]OB^C*%QOV-U%N M_>"+Q'F0 !3K>5+7']I/8?
S=U\W& ^) M Q_E-O#["-/:;>,6NP[Z]Q7O246$V2UXW915*\;26NXS\?5':9^@VC+SX_2 M66W;>,IV-'F^TJ<5+B >3XXJNTK7GM#X;.KJCN2N*F'@X-YKFC!X;*8D M
#]MMN.N(:.0MQUQ:6VVVTFMQQQ9DE"$(21J6M:CZ$1?4S'S.<*<'4 MJ-11Q3;;>"26UMM[DN+/N$)U]JG33E4DTDDL6VJB22VMM[D;?N)GJOS'/U5F M<\B$VFOL,-;4J'K]HCA9_D;)-
DZ@KOS-*_A56\XM*7&W$JM7$H=1XH9FU(/S M>_$7_B Z7T1Y^D^CGP^=:LCS0J7S]?+[66Y^4XM?&U8\.22MHMQ;J5L)T3TM M_#=_4Y;JUW\J_K\1DFD9O*).C=D*P?
+K/XVK]D3(T6P=D*/XN, MY89(B4^2&I2N*R"E%VQ+!?[4^$VGG%=L8B%B/P\]45H;4G\#S>KRZ7S*<8S; M]FC7V1IUNR,9;*=5[%R\DY/"D5$ %ST/?4_1JU/I^CSZWR:G*5-17K7-KMG6
MM]FV4X[:MNMKY^>G%8UFR2:/2@\9@_ *E)0E2UJ2A"$ MFI:U&24I2DNJE*4?0DI21=3,_P! W[$"LF_(>]LJ^?7(DM&Z:R;YW$SCM>6- M?C,JKE$[4,;\C'^54Y)M8WHZOCV=!"CKZ3*?
6WM)K4NW[UR3AIM+((9YG4JG-#6%C]ZEZC#45*#Y'L2K16 MWRIO9M_JY-^JVT_5;;X)ZHJ9)MJVK;9NX;F66 M0][$Q/&\||P/)*3,<*S&DKU-/>B=[56G6IQK49*5*23 M33Q33W-,Y*.$^P
Z>W[H+47*#46;:*WKA-1L'5^P:ARGR7&KAM1MN MMFI+T.RK9C*FIU-?4TYIN5 GQ7&I<&6TV\RXAQ"5%D,JS6_R6 I9GEE65*]I M2QC)?.FMSBULE%XJ2;333.M>6=M?
VT[2[@IT)K!I_E78UO36U/:BL*]Q7I?V M_P"KK8K=_4R+G:7%'.[5]G6FX?MA-S,?GO*=D-:VVFU 2]#3YK!B)/XLQ!,P M,@CM*DQ4,NHEP85T^GW47+];6?E5%&AGM*/WE+'9)?UE+':X-
[UME3;PDVG& M4H'U+IBYR"OSQQ]9?-^K/#=]6?9+L>Z2VK#:EI+$D&K !E'Q M!YE\B."VY*7>7&S8%A@^9S5B2AVL/]\W%;PFH-.Y1J?+I99G%)5;>6U/=*NX2WQDNU;UBFG%M/(9
M;F=[E-RKNQFX55O[)+LDN*_^*P>#++;U+^[CCI[.<5@8B\[6Z?Y6T]4M_,M% MW%JA:RFML,IR&G_LQR-1!6U1\@=> M5,!%U82&H[C4*)M#&C5!K=FT;"S;Z_(=BV[3326HUC&:
[D*D31G4O4&CIJA1 ME\3E&/K4*C>"[73EM=.7@G!MXR@V:SGNE MPAK.=.9IDDW\5#FML=E2.V#[,7[K[I8/LQ6TU?C=3 M !E?QQYG;QXRS&X^$Y 5OA3LDY%EKK*//98G+4YYB??
KV2>:FXY M8NJ?-Q3J>['-JU#9R$OH039U]ZV2AEZ4==K1SU;9>1J6,.6EF-KRTKR&*PBI MSY7&XUQPP5.XC4C%.7E^7)\Q8GH=^*]WT#NU#2%]Y^F93YJN6W7-5LZF+QD
MX0YE*WJ2QQ=6WE3E]]/F>9%+^,M*D/6E4-J'D-U(PF:WW=]9)9C E45:RLR(S,DWLN(Z1?XK M;(2_T'SO^!=5LHK2EA1N*[MI+M^(A*E!/ 2RIR\4BOGXIM,K5'0G/[>,>:XM M+:-
[!\8_"5(UZC7C0A5B^Z3)3P]43PN M JV/R5-9%KGV\|AY[$=46MVACVH=FUS9MJ0A1V>L<9QJ\D-K49^9,O^\4L M'5*+H1+6I' 5%V^CE[\9H"T@WC.A.K3?HJ2E'Y(RBB]
<4/(U)6:]FI&$EZ8 M\/YTS0X)0-1 .Z-'O<7-1+'RK>BQS5)O8F]E.FGS59TX8R4H=*.CG4/K5J6.E^GMA4N[S8ZM5^1 M;VU-O#$;FNURA4X+,@MM2HURTH5)M1[7X;?P3]. ^A,*.HLX5//
M>I22E\95IKR;67%6-&6/EM;OB)\UQ+!N#HPG*D9^BFI=0 M "1'ZX^51;8PE&G\TL/)L37M6TFGF2G%*DY9A,0V8L64MUQ1F_<8Z;C M<:3U_>ZP;+W5:S?4GT3_X=5?|
BS)%H_.JF.HLNI+RY2>VO;1PC&3;WU*. M*A/C*/)/U1>8UY"?^%*PC:WDL92BDO9I7&$]E/A M"2F4_5CY2>S@6=*3 1+OR:/;<7'+5TG@3H3)E1[[;KQH
MG]U9'235(FZLTQ>,//,?QE,F,:3@YGM>,:V^SR>>%CQ.NK;1]Q@OE/'1G07\8 MO5JG-(8Y7;3^YBULJUH^JWPI?(ZF"Q)22([UU]+X*W_A%G+_ &NK'UVO<@^' MVI_-'[297C"V9#(
$G/T&>\RYX+Y90\5.3612;/AGF%W*119%/\ ES[#CAE% M]*D3'KZI0PW(E2M89#>2C?"_5/IG3U-0GGN2P4=14 MXKFBL$KB,5ARO@JD8KU)>\DH2VYI\4SZ0^#Z #K :FJ]=;PUUF.I-
MX=1[UML"CEXYF&' MY'$3-J+NHFI+R,/MJ4.L/L.H0']D,K;0S

86H|QO->;4 MP;+M;YYC4LX.0X9G6.VV*Y122R(E?'M**\B0K*$XI"B4GR-I[D&2BZD9&)VM M+RTO[>-W8U:=:UFL8SA)2BUW2BVF1Y6H5K;JZ-Q"4*T=|9)IKQ3VG"QV3B M . 7X5L'.];7" <@U]F.385=D@F56>+7=C1 MS'H_>EQ422]72(ZI4)Q:"[V7.]IPOHI)E]!KFJ-'Z4UMEDLFUAEMCFF52V^5 M=4*=>"><'-
&-2,E&:]V<<)1>V+36)LNEM8ZLT/FD<[T;F=]E>;1W5;6O4H3: MW\LI4Y19>Z N[W3>92W4TW>V>. M.+^YKS5Q%RW>I=]$%[-+!8. ^W3'_ !*NL>E?+LNH-I8ZFRR.QU&E97N&&"2K M4(.WDH[_ %[1SF ;JXO%;4-1>RKBIM8XL*5FY;=<U+#,:-6WOJ4N6=.I"*4D)+) M))2B^YI,N18WJCFEI3S#+:U*XL*L>:%2E.-2G-+JZ$X-QDN]F[MX]X$[L_ > M&K,$;94^QD&;4;-FA*>\T4,.8BRR*02#^B_BT,*2[T/H1]G0S(OJ-HZ>9!/5 M&N,JR*,>:%Q>TE/^ZC)3K^ 1I1G+T&B]7-54]$=,<]U3*2A5M,LKNF]V->< M'3MXX]..O.G''ACQ)?]?C^? (T MWNL]8.$;]WYJ7G1DV/\ \NJ=7:WA:MR_# _CMNT\M<#+K[(L,RG,(1M*^[T=; M,RR7%6RH_$ZZN,B23DD/4?][3GU.DZ]];VRE8V%115K>5H M2E.2KR;QJ.E#[R%M@H5DI.I*4*;I5-?:4I0E*$))*4D24I21)2E*2Z)2E)=" M(B{OH0\|DYSG5FZE1N523;;;;Q;:VMMO:VWM;>\]QZ=.G2IQ14M]**222P22V M))+8DEL26X_0^#[/]HT]Q M:X .:UUY1V,WN:U;'L:NTKI#L2?
7SXCJ7XTN))84AUB0PZ@E)4DR,C(=FSO+ MK+[JG?6-2=&\HS4X3@W&4)1>,91DMJ:>U-'3S#+[`-K&ME>:4:=QEUQ3E3JT MJD5.%2$TXRA.,DU*.DVFFL&B17PKYVT6]85?
KO9$J%0;AAQ4,QY#BH\&IV&A MA)I5,ID=S;4;)":3WRJ])$3G[GHQ&V3C4?T7Z*==['7'=''GIW4DX6^L81P3>$ M:=VE[U-;%&MAMG26_;.DN7FA3\?OQ)_A;S3I=\L0K\W MUELFAE4.14DYM'E;2|GO@W-+-[%2*7):>AN96V$T9*46OG37&,ELE%())M/8SJWMG;9A:SL[N*G0FL&OSKL:WI M[T]I5?>VWU2;;;]6^ ^EX==N6>;Z(SMV=:Z-
W*=:N/$R6G9=-4G$LH7':*MK-D M8HVM"+'"VI+<:FG_RG6>42H2=N:-OY[[&&;'K8;**97T;?;DQ%.QG=,UGH?*-:Y?\-?KDO8)^56BO7IM\.'-!X>M:['O3 MC+"2SN1:@O**W3?
LR7YI+A)>G%8HM >! /[CA[%-)UV[.. ^5 <8 MJ/BP@6++9NQ7WD$HRI7J MC2N<:1S)Y;F]/"6UPFL73JQ^E"32Q7:GA*+V229/.49Q99U:JZLI8KWHOVH/ MLDN'<]SX-F:XULR@
!X)46-.Z(4V.Q,AS&'HLN)*9;D114:0VII M^/(8=2MI]A]I9I6A1&E23,C(R,?L92C)2BVI)XIK>F?C2:P>U,AJ^X'\8S'- MB_RCD;ZW::FPK.U?,N\QXK)\KODRIVEITEV-5X%?N.JQ_Q^0IJAD$
MLBANUOA3&E6'Z?\ 6BM:U,XX.8XP M #9/Z]O:[S$;.7)L]#9\Y9:YLK)N?F>B\Y7.OM3Y>9^-$J4NA3,C/XQ MD;[#2$E;U#T*>9--
H>6\PDV%:=]S0NGM8V_)FE+"\BL(5H81]P[%S8>M'ZLT MX[\$GM,YDVHEP9JX;T M-R6E,(;EZ)V+<0CNV/22C=_M-F2VJZJV.PIM)K*&AJ'>-H0XM< F&_.JIVL M^E^H=
(.5RX_%9,GLKTT_57]K#:Z?CBX;L)XO F7(M6Y9G:5)/R;[^KD]_P!B M6Q2\-DN[#:,;N1&QM(8>\O> W$;G=AQ8;RBTEB.RFXD M1^+CV5OQG*;8F&^8UN^3#M@T;E?
EN/M_*43SD9F64&6M"2DL/(ZH/8,@U3G^ MF+CXC)+FI1;>,HXXTY_;IRQC+9LQ:Q7!IF-S+*,NS:EY5_2C/#<]TH_9DMJ\ M,<'Q3(5_L! $^WOJO[WL#@3G7_$)@['R)O\
9S8,NEQ7=E=$1W.?&HLCZ5& M;(\##:EJ-18].49H9CQ);I3L;I3KKE=]RVFJ:7PER]GG4TY46^V4=LZ?_:1 MXN441?G'3V[M\:V43\ZE]"6FO!([R_3]'D3_8VLMCZ?R^WU_MC LQUIG5
M^J-=X=GF-7&)9-5/H6MLT3Z2]AP;&-U6VHB-39$KI]#,A.MG>V>86\;NPJTZ MUK-;)PDI1?@KVMCVO0KVU1T;B$J=5;XR337H>TX..R<(M '<.JN0&Z=
(S"F:KV3E.')^0GW6'JATJN.C.GN>9CEXRS'BC:..QF/2V5-FUGB-U%BG(V?FM+,FOQ,8DY'" M2MNKCLML+E0);CZX\=IJH1JRY8*5.7F2J-<\UYDMT;J:B_%AUC=?4+"DI75.M*XMX3HU
M;FG3AG"-Q20Y4EC4<:J=.---TX?=K#&4D<;@08 M `I6-=7W%?,J;:#$LZNSB2(%C73X[4N#/@RVEL2H'UUIF? M:;*U36SKO44E;LVRK6/-.M-=+6:G'F9A=7)4S$T?4V)I]RHR?Z4D^I(>>|
[N MMO0:]T9<5=2Z4ISKZ0DW*<%C*=F][4M\I4/HU=K@O5JO8IS]=_PT_BGRWJ/: MT-&;[K4K;J#!*%.I+"%+,LG#=&%T_?HK!5'Z]!8.5.GK.%9BZ@ M
'L0YDNOEQ9\"5(@SH,AB9"FPWW8 MTN'+C.I>C2HLEE2'H\B.\A*T+0HE(41&1D9#EHUJUO6C<6\I0KPDI1E%N,HR MB\5*+6#332:;>*>U'#<6]O=V\
[2[A"K:U82A.$XJ4)PDFI1E%IJ49)M2BTTT MVFL#?]P1YW,;18]/;AM&H^R8[38J?D{^*M7\+570]6OU#Z>4)37S.3G=6L$W*QDWMJ4UO=HWO6^W>)Q_N\SBDEUI1HC7>-
W<9#OV:,,,/N?$Z_CV78\^Z M;L.8T1],JVG4.QW7F7,OD>>9GIS,Z>;934=.[IOT27&$U(T);FGXK!I-=+,, MOM,TM)6=Y'FHR^5/A*+X-<'^;%%5?[0_6#O+UA;[FZTV-$DY'K#*)-I9Z1W+
M!A.-XYLG$XTA'1IY:24S39UC[,EEJZ]%J-R(\M#K1O0WXLE^\6B=:Y9K7*U> M6;4+V"2K46_6IR?Y82VN$^*V//"2DE7 /LAN\AO'0KKFH2Q<)\)+\TE[RX=Z: M;UGCW& _.).
(Y=5*9BW53))^;A^?8 MT4R/,GX7G^/-R8C60XM;JC))UKR,R6%DE^*]'E-M/MX/4.G,IU1ELLKSBDJE MO+:FMDX2PP4X2P?+)=NU/=). +:>60R+W*+I7=C/E]+>O=DOHR7%/Y>*;>TL
MXO5'{C>.OM#U\AC'94/6W)#%:2/.VCH*ZM&7+B$E"D19F6Z^EOE&=SC7SDQ: M$]EEM%)K''V69[3*GHZY%+]==/FWM\8_2CW[UL3PQ6.WX: ;(!I[]I M/I>XM>SO%GK?
*Z]O5G(VEJE0L(Y!XC5PU9"2([*DUV.[&K.L5K8F%,.]R-) M=:G0"[O@RXQ./H>D#1'47.]%U_+H/S\HE+&="
;?+WRIO;Y<^])QE[T98+#6\ M_P!,9?
GU/F]+R[U+U:B6WN4E[T>Y[5P:VXUM7/CUP>+*DPI1,*Z>,"D/Q)D1IJ5$EQ77 M(\F+)CN)=8D1WVE(=9?9=02D+29*2HB,C(R'Y*,91<9).+6#3W-'ZFT\5L:) M17K+ _)WY*\6BH-5)O MN1:
[OK#"WS/&XM9LYOWD5XOV_"3Q^MP)YW$CFWQ>YS:Y;V?Q@VYC6S*!E,)O M(*V"\Y R_"K& M?!9U;SHU=O*WMA+C":QC)>#Q6YI/82YEV:V&;4//L*D:D.*XQ?9*+VI^._A MB95C!F0
#%#E?P=R+4V>Z:N?BLDN:E" M;WI/&$OMPEC"7Z2>'# Q^895E^:TO*OZ4:D>#>R2^S)827H?B0XN>7XDVQ,: M=O,[]?&TV-D4A>;;'T-N>RJL?13E#QG2VSCWN#GB]T8HC3-
^G5:&-;)JG/ M#^KFTI>"GLB_TN7Q9$GWIQVWKQDS]R?K/D%};-/YS7..1=Q[/,=L*&3+9:62 M/N%/(ELI@W], P!R5,SH+LB'(;4E;3JT*2HYYRS-\LSJU5[E->E<6S]Z$E+# MN>&V+
[8R2:XHC]LKNPJNA>4YTZJX237I7:N]8HZ9&1,J M !^VFG'W&V66UO//+0TTTA3CCKCBB0VVV@C4M:U&1$1$9F9@ MVDL7N/W?
L6\G0^B7|=AJC3B/,OV$8,Q)NG&ZC*M'\;,FCO&G'U$ZQ:5.?;LI M'DM-O7ADVVY Q>43C,1"^^T:.5),H<6LG4_JVZOF:=TG5:I[8UKB\O<'"B_H _M2J+:]T'AZTI7TEHODY2D M
! ^6FWVW&7FT/,O(6TZTZA+C;K;B30MMQ" MR-*T+29D9&1D9&/F48SBX32<&L&GM33WIKBF?4)SI352FW&I%IIX--;4TUM M33W,U%69)(MKJDUIF9$@XJ$GW5$ZK?
AEL\VE5SWIXJ=MF+QE.S;4*%1[WY$GLHR?T)/R=RB MZ26WT#Z$_C5S'(84=+]7750/VV,9%5N^&?3W4)^!-8,_JASQ/H2;L=]'1;3J.YIYLR6 MA2DF1G1[-
LGS7(FML9+&,E@XIIGIMD&H< MCU3E5Y/-.7=O>Y17CC"K1G&<)=]QBWA*+V2B\)0DG&24DT<<&-,R M ?%R/,ZC7-%;9[?7:<;I\/@OY'/OE M2%Q553%2@YAS67VE)?1*94T1LDV?
E4[VD@C69$_I;(<^U3J2QT[I:C5KZBO M;JG2MH4WA-UIR2AA+%ECW\8!['!;V3QJW?7PM9< MEZ[[Y,UW)Q2P_80"0R3\.%[MNZGZ/YYH/3ME5ZEK;*3G&G;RJ2E2HJG]09IIC-
*>;934Y+F&];XSB]\) MKWHRXK>G@TU))KH9EEMIFUI*RO8\U*7RQ?"47P:_Z'BFT59'L^J6_(#UA;NE MZ_V773,HU5DV-
GF5I4L;^G"M:58N,H26*:?:OR/>GM6#.:W*K]K6C<6TI0KP>*DG@T_|_M+Y2Q.],'Y$.M^;#6+|<.7$_'-2\M'/@T>+90I4>CUOR$G+3X(I42E^*OPS9U
M@\DD+HG%HB6*NC5(ZB]);S3;GG&0J=?(=LI1]JI07'FXSIKZ>^* M]O8N=S1IC6=#-.6RS%QIYCN3W1J>'T9?5W-^SOY5*!$*F^ =.
M;ZX^Z7Y0:NR33&_M<8QM+6>5L$U;XME,!$R+\AHE_"MJR2DVI]'D%4ZLW85C M"=CSH3Q$XRZVLB4,AE>;9CDE[#,#[TUNE%[G%IQ:V-,ZUY9V MM_;RM;R$:E"6)/\ *NQK@UM7
K\/;1^-3NSB8>3[TX9-9/R#XXQOFW=Y@C<, M[3=GJM"_(^4FNKF_+L[#JUI1K.SKXZ+&%2I4V(;+#M@Y:W0?6/+<^Y,LU% MR6F;0!1GCA1OQ?]'-
_1D^5OV98M04.ZBT/=9=S7>6L%B19Q-QH '<&BN0.Z^,FR*;N@-G9?J;8^.NDY695 MAMN_5S384M"I%99QTFNOO:&P2@D2ZZ/S/*LMSJSE89K1 MIU[.>^,UBO%<8R7"46I)
[4TSLVEY=6%=7-G4E3KQW.+P]#[4^*>*?%$V3UM? ME=X?E)8_JGV0XPQ@E^;<>MC[>HTIKNIU'@I)<(SY98+VYRV$I9' MU"I5,+?.X\D]WFQ7JO[45M7C'%8^[%$P_7.R]>;@PRAV-
JG.<3V1@.40T6&. MYEA%_5Y/C-U#7U+SUUS3R9<"4E"R-R2LU(61I41*(R*OMY9W>7W,K.^I5*. MU!X2A.+C)/O32:)*H5Z-S25>WG&=&2Q4HM-/P:.,CK'* M '3.]>.VBN3F"S]:
<@]38'N#!K%MU+N/YWCM?>QXCSJ"1]PII,IE4^@N6.U M*F9T%V/,CN)2MIU"TI461RS-\SR6Z5[E->K;W*]Z$G''N>&R2[8R33XHZMW9 M6E_2="\IPJ4GPDD_2NQJZP9$YX_B2Z^R1-
[GGKXV]{KFX-+DR+H3<|^UR+! MGU))Q:Z[$MJH3:9ICR?$A*([%W&O3>?6?FL([7U3/.E^O-W1Y;75E#SJ>YUZ M*49^,J6R$N]P<,%N@V1WF_3JC/&MDU3DE_5SQT0X.57"#E?P
MDS!&$"WI/"< !R'$L1RK/LGQ_"<&QJ^S+,L MKMX%!B^8O43[(!BO;20W$K>CI:MB58VMI82G4MLL,-K=<6HDI29F.*XN* M%0KGG%RE*348QBMK5W-
2EI\TY0L _#R#76K7'8]QAO'R87>[#M[]Z.^_59GMB* MVM"T2.CM;0R2[H9ORVV9[53>I75]MGWF9%IR4J>2;8U*NZ==<4N,*3[-DIKV ML(MQ^$I]^Z+W8O!DKH062$ M !T[N'0FJ-
\494>S,1@7I,(<367""..#D=& MMPE=7:>]B^.?$3Y#):F>]49Y24^5MPBZ#3M8ZI'TIKRQ^!U-:4ZZBGR5%ZM:D
MWQIU8X3CWNM.+A)I<\9)8$B=/.JNO.EF9_Q/1685;5R:\RB_7MZR7"M0EC3G MLV*>"J03?ES@WB:6MZ>K3GN'N2[G2]NULS'4>1Y./V3D.FSB"T751-(-Q4>B MR'QMI,S<:7#?
<49)1%,_J*6:[_"SJ;)Y3O=%5EF>7+% ^5-QIW,5V;<*5:!<8 MNG)O9&DSTDZ7?CFT5J*%/+>I%O+)"=>FIUK*;[7AS5[?%[HR56$5ME71K M&R'&LBQ&VET&545QC=Y 6;U^%.98D-]32?
3JGH?3Z"L.8 MY;F.47<[#-:%:VOJ;PE3JPE3G%]\9)-?(79RC.\RRJL85:% M2%6G)?5G!RB_0SX@Z)DP [$PO46U M-C*(L"USFV7H[NUWNE3XL1R%$02C(NYUQ">ID77J8V/)=(:J
MU&\,ARV]O(]M*C4G%?:G&+C%=\FD:?J3]#H71RQU5G&69?++8&XN:5*O1CQPVPA*I46& .!P3P6Q;L8 M,S$\|8_03)I2IT:VUKE,NBS#,/\L)%C0[*R['11QYR*27=BP?N.%8];,N-1GVV
MSCV4EDY32W8WQG%>LWX-?PB4>CEO_P#B)KGR;GJ+=4G&A&.,J=A;S6WDG^@XW-GTUMZD9UW4Y85K^X@\8^ M;&$YQC;4);:5+FEYE1*O4VQHQI:D\4RO)
<%RC',VPR]M<7R_$+RJR;%LEHIK M];=8_D-'.8LZ:ZJ;&*MN3\LJRPC-O.,MJ2MMQ!*(R,A?JO0HW5"=M#1Y^TZE2C4C5I-QJ1:::V-:-;4T^U,M(?
1O[.OJ]QXI6WM@BH\E>)*+2.RA++3<+4$VHC MOPE.TEZF:"K:,S7S;52ED-Q)NC+?R/>Z4G]*/NM^U#;M:EA/FE-1PSVSY*S2 MS&DDIKZ2X32['Q['LW-8[RA&9M8
!CKRJXJZ/YHZ/S+CWR$PV+F>N\$BD MEU1HC7>-W<9#OV;,,/N?$Z_CV78\^Z;L.8T1],JVG4.QW7F7,OD>>9GIS,Z M>;934=.[IOT27&$U(T);FGXK!I-=+,,.OM,TM)6=Y'FHR^5/A*+X-
<'^;%%7O) M[7OAAO?U:[;9I-77O1ZG{8\=;S_ /$\OC3C.%[(]Z] M!.R8!N,,2F2.1#=>;2\3-V="Z]RO6]@ZE#[K-*27FT6]L?K0?O4VJBEO3V22 M>&, ":ATY=Y!<\M3U[2;?)42V/N?
9)+>N.]8[<-30WLUT /2E M2D*2M"E(6A1*0M)FE25)/JE25%T-*DF74C+] W[&?I,J],OY+MJK(\7XQ>QO M)+?
+M.HG1NE>|^=:0A&G>;95+98*$^+E1W*$NVGLA+W>5K"XYDN.V4.YH;ZE MM(SVKWI$&RK9\1Y+C+S*UMN(42DF9&*P5J-:VK2M[B$H5X2<91DFI1 M:V--
/:FGO3):IU(58*I2:E3DL4T\4T]S36]'W!Q'V !&T]K_XY M?';G,62[FXY_QWC=RHGJG6UA80Z]V+J#;ES(4Y*>5L?&Z>,\[CF16KN;Z9Y,NS?GO,C6"2;Q]TEN^[D_:BENIS>&Q*,H M+''2-
0Z*LLVYKJRY:&8/;C[DW]9+$Y1 7)H,OQV0XDT%+@2'FVWDK9=\;[;C2+8Y' MJ#*-26*S')]*\UL]CPV2B_HSB\)0EW22V;5BFF0UF&6WN5W#MKZG*G57;N:[
M8O4VU%/);>P7+X]Y58[<0T@ZW.)CJK#7 M;\DNYU4?(D-UT9!$@K:0XHDG675W13/LEYKO(6[_ "Y;>5+"O%=|%LJ=F-/U MG_5I$KY+KS+K_"CF.%M==K?W;?=+?']+8OI,DZU-
M57U97W=`9U]U36T.-8U M5O4S8UC66=?,:0_$GU]^&X]$FPY3"TK;=;,6I"T&1I,R,0O4ISI3=.K%Q]1>#_M36#36]-/:FNPWR,HSBIP:<6L4UM37 MI&1CLV=[>9?
<1N["K4HW4'LG"3C)>#BTSBKT*%S3=&XA&I2>^,DFGZ'L(MG. M'\3[BKN%=MF7#+/KGBYFLCRRT:]R$K78^E+*6:7G%1X?W*Q7L#!/G2W24MYPT M=<08K22;CUJ$]"3-
VFNNN>9>HV^HJ4;ZV6SS(X4ZR7?@O+G@N#C"3>US9H.: M]//>193KVM4\O^[^ MFTO[2UJY!8;4MRULK'HJL@PNO+Q(CR*MIG%&74D&2D&J?-/=1M(:E486%W M"%V_W5;
[JICV)2?+- WO'Q;6V/Z2B:K!O!KX M 'G&?C!O3F!M_%/\%>>W6QMC97)2B+5U3)(@U%47+YMU>,8M4)=)T(P-M M X#L#5>N-JU?V;8V$XYF,!"7"CHO*N-+DP%.D1..U<]2"L*J0HBZ
M>6,ZTYT^G<,!J#2NF]5VOP6H[*VO+=8X>;!2<<=[A/VZ;^M"47WFUZ3UUK'0 ME]_$='YG>9==MKF=&K*$9X;E5IX^75BOHU(CRW&N;9_JAU#D1R)NK\OR37$U M9*4U562?
YIC:33U4AEE$Z5 R*,3AGVJ=7.6UGNA/_::/I^3.4["C;9E;K;C;U4I8=].MY4F^Z M'/W-EK])_C5Z):C4:>:7%YDUW+9RW="4H8]U6V=>"C]:IY?>D8=YCJ':FO5. M%G.N,WQ)#:E).1?XQH.A-
7)/2^<;99;6Z\ZM#3332%...N.*)*&VT M)(U+6M1D1$9F8^HQE.2A!-S;P26UMO MQ)+>SM?&]!PS VCQC4.RKMI[M()<#"LB=KR\25+0MVQ^WI@,(623Z*6XE)G M]"/J-
LRW0.N,XP_A>3YG7A+WHVU9P],^3D2[VTC0\YZK=,=/*7\;U#DMM4CO MA.\MU4V;&E3\SGDUQ2BVC(;%O75RSR?QKO1A\L(SG47ZGYR(L\
M_&!T#R3FC#.)WM>/N6UM<5,?"I.G3HO'NJ^.J8Y*XEZC-D3297G&V,,QU*B) M3K.,T]UEKR",S/Q=]D>(,^3MZ$9D:DI5UZ=Q$1G)>4?A$U)6P>>9M96ZXJC3
MJ5VN[U_AUC\J3[5OAC/_/$"T;;;W>87M5;US0HTW^C"#]+T52#]1?CSZJ9ES4M/V&4Y,1>Z3A M5N*T>SUZE2-]^-#Y#+S!N)7&W7)L.8K%5F"Z/97-:>56S#GT/R,6V5.
MW5BPY]/U0ZDR+Z%)/H)>R+I)TVTYRRRK)K*-6.Z=2'GU$^U5*[J33\)(K[]? MK[UEU@I0SW4692H3][G1]?"TI+LE2M51IR7UMO>V M^+9&(_)*JL]\
=$EQ+T=DR(G)GD7CDUG(;6JE+;M]/Z1L?EU-ODS,AA25UV7 M9^^R_54RDGYHT9N=-2IEYF&MR:NCVA/^(LT_CV9PQR:TFN5-;*M98-1[X0V2 MGP;Y8[4Y8:#K?
47\,M/X=:2PQ\=K6^$'L;[G+='L6+V-(K;Q<(A# (SB=R MJW-PLWW@'(S0V2KQO8& 6K1 MMSQ)QEQF0VR\WB,]R/+M1Y75RC-(<]I5CAJ:,O=G![<)Q>V+]#33:?>R[,+ MK*[R%
[:2Y:T'Z&N,6N*:V-?)@\&6NGK2)C6E?9CQQIMWZJD)ILGJE0L=W%]V M?*;>R+5NP?M[,J;32_HTNTQJS(UR*6W0VEBRAD?5+,.MB7%C47UEI#,M&9Q++ M;Y=VN>V2NK?
946R<.,)=G>G[KXK ML::6PH:F9D Z:Y 092(%C#<9F09*$NLN(6DE#(Y5FN89)?T\SRNK*C>TI8QDOG36Z M47NE%XIK8U@=:\L[:_MI6EW!3H36#3_*NQK@UM3W%9#[C?2?
N+U@YT[F6-]N MMH\0\PNDP=>[=*PDX)U+I:YR&KYL M,:F6R?]SXI_1GAN?8]TN&#Q2T<'2S5 #>]ZEO>-R,]9.00 ML'L#L-T\4+>5A4-Z/97-:>56S#GT/R,6V5.
F7BCD^0ERPRK3]Y,1)_B5\E:EOOUJB.FMU*<))M MF2XB?'C77G3/*-9TG=NH:O=7&K8=;G,*2_#%NJT^V!E^ M#7]V"??Q;.\8=<588UD$4C/^FZ2F9#9$]&=?
CK;>73K4&G,XTQF$LMSFBZ5= M;4]\Q^E"GZ47W;5N:3Q1-^6Y!99M;*ZL9]=-[UQB^R2WV1ZX8^3*D8,R M &-?*GB!QPYKZMGZ=Y-:KQS:.R2W%2X#5LR]%O<7M_&;3>0X7E- M:
[#R+$,@9:,T?+KY,=UQE2V7#6PXXVO,Y'J#.--WRS#)]\Z%RMCPVQDOHSB| M8SCW236.U8-)G1S#+,+-+=VU]3C4I/MWI]L6MJ?>GW;B %[2?QH^2'$-61[?
MXEGD')_CI$^7:J]*%!3*WQK"I8;"A_/]#7V6\US MEV->R6W#]Y%=Z7M+OCM[8I;2,.I*D*4A:5(6A1I6A1&E25)/HI*DGT-*DF70 MR/\ 033OVHT0_@'X !M
X&^X3G;Z[YT&#H[;4N[U8S+^1 M8:'V>F9FNH9Z''C?EIKJ&1/B6>$2YKQ]TO'9M3*?4E)/..H(T'I6].C`^F-6 MQ?9,(W7/_.$#=4_XV[+L^ZBR=39!9.=[.S%MP?&K*>#YG/\
MK&0QZ1SO6EIE[$D6Q94:=&CS84AB9#,,RHDN*\W(C2HTAM M+K$B. ^TI;3[#[2R4A:3-*DF1D9D8B.491DXR34D|&GO3-T336*VIGG'X?H M !JKYA^E;UP|W$VUIM?
CMC6+;#MDR'%[?TVEG5>RBL9! M*2JYM+'&XS=!FUHA*NB59'6W+9$2?V?M3V[QI_J-J_3?+"PNYSM(_NJWWM/#
ML2EZT%_=RAXFOYEI?),UQE<48QK/WX>I+'M;6R3^TI$4WF/^([R%P,KC*.$^ MY\:WQ0L]>DP-7[3.!K3:28_<91JNKRWR+UGE=@2>AKD3G,58,NO1'4B(YST]
MU[RFZY:&I+:=K5XU*6-2EXN'])%=T?-9'V9].KVCC4RNKK&M#Z$_5GX)^R_%| MA%VW_P 6N1W%;*U85R-TELK3.1J6\F'$S[%+6BB7+<=1)=EXW<28_P!ER>M2
MH^A2JZ1*C*_P68FS*L\R?/*'Q.47-&XH\7"2DUW26^+[I)/N-"O,OO5> MTITI_636/@JS7>FT="#*'3 -FOK1]4O)WV>[/+%=/TW\5U7CME&
M8VKOS**^6K7^O82DLR7X,2]#00G4R'U.MN2784+RS6=,UEKG M)=%67GYA+GOIK[JA%KS*C[>)#'VIM8+!J*E+"+SV1Z>O\'^C7;+EMXOUZC7
MJQ_ZTNR*V]N"VJS7]>WK7XQ>M;42=9,I8+%X**4Z9-D=AD=MY%G'UW[4W[4WWOL7!+8O%MO/X;J9@ M /X9$HC2HB M,C(R,C+J1D?T,C(_H9&0-)K!
[CJ3:>*WG5&3:'TEF9N+RK4>M[Y]SKW3++"\ M>D6">JR<4;=BJO\ G,J6I/[C0XDU%U(^I&8U/,]!Z)SEN6:Y1EMQ4?O3MJ+G
MOQV3Y.9=^#6)OF2]4^I>G$HY%]#,;2DO];NHXE<^H^J7Z3)LRJ/'U6A2NR)"R%NN,E$CMZ*9422,^WH99]1HEJ^ M'SI%?8N>40IS?&E6N*>&[=&-90X8;8O#;A@]I*&6?
BT_$!E>$:>H*E:DO=K6 MUG5QV/#%<[=U-F..R:Q:6,*V'5UGZM.+|_O^*>QZ7N0ZA/VS+8KOC4YU['4? M>*.VZK8Z_M[NY)]/W$KZ]=7N?PL]+Z^/E?Q*ABG[%Q%X8\?O*53:N&.*[4S>
M;+\GY->ELEQPP?8T<)E^I/1*W$G V%MJ,SV$2D M2Y^'37#<[E&:TNLX??I2@TF1$GL,R,C/N/KT+"5OPD:#E+&AF&;QAANE.WD\ M?%6\-G=AZ>S9;?\ '[U2C!JZRC()U,=\(7<%ALV8.
[J/"';BN&S9B^-? | M(G7/_P#E -?_ .1T7 YXQG_^H>G/ P!<7O\ ]J7^G_/TQ^D>H!+&26@W=Y7JVR6DW$(P.O;6I%7>E M#BLE=2A:D_0C-*B(_KT/!^Q_!_EG,N;/.
[CCMPM8)X>/G/#Y'X'Y+_$(SIQ.M:A!>U4\C=[4:3X8KX98KNQ6/CI2?43KWLL'RZ?RQ2PV8UJ[^; M9C\]\3DD/U)Z(0M1S]@[;DMFCHA$.PPZ"M*^!?N4X]AU@E:..WJ7:24GU^O7_ M /)4?
PD:#C)^?F&;RCALY9V\7CXNWG^1>)AKC\?G5.44K7*=/PGCMWK(5]JH*PO,OM/J1$3 M?U/HDOITS-O^%CI?17WCS*MLP]>O%;>W[NE#:_D[$:[=_CGZW7+?DQR:W]9O M[NUF]GT?
O:J38N'O;-LGMQ([JO7=Q^J_W'JD()XC7T=MG4C-HUD9_J-EM>?P[=+7;,gVSN+J7S>*YL.X[7I>*7&K'U)L MYK=P-"S+KQUGS:+A>:HSSD:P:IW=:BFI&FF],J:::>U--
/B=QTF*XOC+9,XW MC=#C[)(\1-4E/7U39-DEI)-DB!'CI)!)CMETZ=.B$_Z"&Y6.597ED>3+;;WM MX8884J<*:PV;,(I;-B^1=A'>9Y[G>=3\$,;RZNZF..:-K4JO':|<9RD\<92V M][[6?>'?,4
!AMSYYL:L]?7%W8_)K;[S0^HIUY-84Y(>0S(.!6QY4U;:VHSA#8=+:;OM5YW1R6QV3J/&<\, M53IKVZDNZ*W+%Z*|?F6+X%1ER7Y%[3 MY:[VV9R*W1?+R'8VU,GFY)>RB5(*!7-
N]L>IQRAC27Y3E=C&+4[#*%=61?(LH MT&,TWW'V]3OODV46.0Y71RC+H\G@@HQ7%]LI/9C*3QE)9+GUGZM.*J9.00 ML'L#L-T\4+>%]W8EV)+8EP2.BQDS[!G)ZJ^?^\O7#R0)Q[?
^DY[Q->6 MLJ4SB6T\$DR&GK3$LC;C=RF%]S29%?/0A;];/;;?0EQ),,NZSJS2N6:PRB>5 M9DL/>IU$ES4I\)Q_)*.Z4<5LV-9;)LXN\DO8WE]\>$HO=./%/SX/;W%K3P? MYN:
(]@'' %.0F@\D:M:"Z:;@91C,MUE&5ZVS6/%COWF!YK6(4;E=?4[DA)15 MT./.BK:EQ5NQ7V75T9U+IO--*YK4RG-8C &2 .';"U[@^V<'RO6FR\ M4H|YP#.:.PQK+L1R6O8M*+
(**T85&G5ME!DI6T\P\TO_ *%(41*2:5)(R[%I M=W-AU-/@RN6]V/X^V?< M&)^2\D>*E9D.RN'TJ3*M<@H6TS[_#GCFAYWJO=?&K8=E@V60_#&NJWJ?B.
<42'TOOXMG>,.N)K\EQ^69' 3=(GH[A MD]&=8D(>1@]0:YIK%&0RW-+W*;E7 M5C-PJ+>N$EV26YK\F]8/:60WJ:]{_ &[V3UM1K7)5UNC>6D>N[[73U9%]CSU
MZ%'6[97.FL@G*0>214LLJDO4[YINH#).'V2H["YJJ?ZZ7YQHZM#'X M(P-M #0/[.?QN(/L!* V5A$.)QIY-6'R)Z]H8)1QE8IG=L: M'5D6UM?QG:~^NO7YS[G5ZX@K@W1K-*WWI:&RJCJE31?
5C4&E.2SN6[S)5L\NSL'8&&[?Q)LG7BL9TI>K5AJ]&+Q7UHN4.'-B0[F^0Y MEDE7DOJ>%-OU9K;"7@^WN>#[C7Z-K,_ &TC@K[D.?'K MYF5-=I?<5AD>]ZJTOD:
(VLJ=G6HY,0W?,_$JJ27/C6V#*D._O6_CLZH?<7_K M%N)-2%:3J?I[I;5<93S&W4+Y_OZ6$*N/:VDU/PJ1DNS S^4ZFS?)FHVM5RMU M^[GZT/0M\?T6B:_P-
_*#X.\G54F$\CFI/#G:TQJ/&=FYW;,7&C;BR49MK.LV MLU&KRQ1ITFS?6620:J%%2HFBG25EW*K?[CHIJ;>:YR?#,+%<(+"LEWTMO-V M?=N3>_E1*64:\R]_PI7O^S7#^D\;;?
=/A^DEVLDG5(1Y135>1XUFMZV8TE^'8U=I7O2(-A!ELK);;S2UMN),C29D8AZK2JT*DJ- M:,H58O!QDFFFMZ:>U-=C-WA.%2*G3:E!K%-/%-=J9]4<9] M '']E:MUGN7$+37^W=?
85M#!,I'CML.V!C%+E^,V*>QQM)RZ2_A3ZYY MQM#JB0LVS4CN,TF1CM6=]>Y=<1N["K4H74=TZ^,DFGZ'L(U7-+\5+A#O5-OE/%S),IXCY_)2_*CT=?\ *V1IB=.41,J;DX=D
M5]QE6.)F/([$K][M]%"0X:FZ]TD):$QZ=..=4]':CY:5*Y5M?2P7E5*QZ[+>>^TY5KCAKCV%& M+W2J)-8S:VPACN]:7]\GNNE=)5,[E\7>]+T+;BXV1&E M=(ZDXYZRQ336C=?
XUK#6&$UY5N-8=BD!,"K@,J6I^5*>4:G)=G;V<6XJG^99E?YO>U,QS.K.O>U7C*+$BQVU+<<6I M*$(2:E&1$9CZC&4Y*$W-O!);6V]R2XMGXVHIRD\(K>RK;]]/M7F^R'E$]CV
MMKJ=_P *6@YUQB^FX!&J-#SNZ4ZF'E>YK"'T2ZXYECL-#-,B1_4AT;+) ^*-) MESFU7:Z7:&CH_)/.O(K^.W24JKWN"WQHI_5QQGAOFWM:C%D!ZNU \[O^2@W_ M ^BVH?6?&?
I]W'=']L;V5[K]8_(BLW%K1U_),%O/ MB4FYM/3;63 QG:.&MNNG\:0;;:7V:O+L?.2(]H[8F77:^4I25(>B2)<61J&M- M&Y;X3*99?>80NHXNC523E3G^>LIQQ2DNR2C)9O(<\NLBO5Z
M<'[T9<'O3Q32DFE8#++*:WI]J)H_J-_*#M\83C/'OV5V=ADE"E4"CQ+E?$AN3LDI M8Z21$B1-WTE;%O>E.MSYMHV*A5VRE M:MX1?%NBV\(O^S?]_0<4E%R?IS7DJ?

+9YXW*&Y5>*^VEO^TMO:GM9.0PW,\0 MV)BM!G. 93CN;X5E59%N\8R[$KFNR+&LAIYS9.P[2DO*F1+K;2OE-GW-O,NK
M;47Z&*T7%O<6E>=M=0G2N82:E"2<91:WIQ>#378R5J56G6IJK1E&=*2Q3333 M7:FMC.2CA/L .#AVP-=X#MC#K[7FT,*Q78F!93!769+AF;4%7E&
M+WU>X:5*B6U%=19E;/8[T$HDN-J)*TDHNAD1EV+2[NK"XA=V52I1NH/&,X2< M91?:I)IHXJU&C<4G1N(QG1DL'&233\4]A#:]E?XH^/Y"=_MCUM9#&Q2X6I^R MF<9-
C7TA>+SE]JG'(FK=DW#TJ=0275I(F:W(77X2G'#/[G#90AH6&T;USJTN MZ0EUU*>Y7-./K+OJTU@I=\]:3^)(]2-,\Z?0GC<9'+EEO\ *2DJGZ$GN\);/ MK)$) _=&CMP\=-A7>]-ZZUS'5&QL=
<)-KB.<47YO:1OLLK4ZJG/=.$E)=Z>&YKC%X-/8TF1; M=6ES95G;W<)4Z|=ZDL'X]Z[&MCX'58[QUP SYX8>SSF M_P !+=F5QJWKD^,8NJ6F3;:MOU-9C]6^)4KY4M$ _,B3.I(§NP-
2TNV%:F!: MI0XKQ2FU'W#5M1:+TUJJGRYS:PG7PP56/J58[,%A..#:7",N:/;%F8RO/LUR M>6-C6E&GQ@_6@_T7LV]JP?>3'.#GY:''G9AU.&|Y=8V/'C+' _!&=VKKB/]3=!\VLN:XTS65W07[J
MIA"JNY2V4Y^Q>)DEY5U$LJ^%+-J;HU/IQQE#TKVH_M>*)4V#I=V:?Y 836[M(T?L[!=M8';)3\'*]?9/4952K>-EI]R$,IY9T:M"ZCOC4BXOQP:6*?!K8^#) MKJVO*2KVE2%2B^,6FOF
MXJV]'9XZ1S@ :SN8/I^]>'.([*UWCQQQ!&?6"G'E M[:URVYK/:*YKB4-E/MLJQ ZU68NLM([6VK]FVC-D9FEHE=#+<]/]0-6Z:PAE MEY4^%7[JI]Y2P[%&>/)XP<7WF"S+3>39KC*
[H1\Y^_'U9^EK#F_2Q1&\Y _A MW53\RPL^+/,6=6P5?(5687OS F;::0V9J6N,W,V5KZ74(6@DFE"S1BO=]#677 MKV%,&5?B"J**AGF7J4N,Z$\/"'G43_[TTF\Z:Q;3!RR0:_ V>8B_> M-F__
!^TCR8JUS+QPWC@8G_/#C.N;*FM>7'Z53'#P\O_I M-MW"'\3'CS]Z^1]YG;;-JI5P^JL%"#_ 7?%-, MV/*NG=E;ZCKR6WDBN6'I>/-+]GO3)E>ZW/&FDD;#.#XY1X?AF/4F)XGC-9#I,
MM,YU492*6+91S0:7C4B:>A^G[+-]35,QO>67P%.- M2G!\:DFU&>'%4|\& ^Z;@^'!H>O\RN++*HVU#%?$2<92[(I8N/Z6*7?%27$K<1< M(A$ V2^LKV?
\@/&#]^YNII*QK"2C)5QL^O,ANO/M_4FM+29*(C+H)OIU(58*I2DI4Y M+%-/%-/#3V-/O/GCZ/D .\M M\F>07%C-6]A\=-QO(!TWF"4LM2;? LDL:,K:*PM;C==D-='=^U9+4$XXHSV#
M$F*HS_6WPF;V]*XM^"G%2P?;%[XOOBT^\[=G??F7U?.LJLZ57 MMBVL>YKY.5=?VC%:32B?FUK#>': ML5WFP$:H9@ M M Q@YA5,<.. ^2'&G6778TEM^)
(D1WFE}-22:Z&99;;9M:2LKR/-2E\L7PE%\&O\ .GBFT5; M$]4O(;U>[>_ MB.R8:\PU#ELZQ84TO-HR:YH/M7TJ;?LS2[FE+80'GVGKW(;GRZ MZYK:3?)42V278^R2XQ^3%;35X-V,
9Z>O'V'*JW/HZ\=_MD5$MV%_VAJFVGS&\$VUB3#RU.T3\GW3CZ#UC.3<;CV<-MJU=5;-MJF5,E9K;IVG)##*^MKZMTCE.L9'=]ZM'ZK]#-MJE:[*W1CW1^E.T=]=_LRC1U?
M_1M\W&O*UBMA[4U/;S(ZLZU+E1Q&R:.,53G(CZJJW8;*%:QVE*1V/-R({%)=6Z0S?1V9O+\SCC2;,I54O4JQ M7O1?!K%M_)/#=.* MQV)24H^J8'/=.V&?
4.2X7+V+]#3VE9_P"PSUE\H_6MM-S_M-]XFI_%+B9-3K,<6-,RYNM=EUD91K2_26[C*%5M\Q&-*IM/-)FPAF?<.%I*: M?=N5I+6>2:QL?BLKJ85XI>92E@JE-OM7&/9-
8Q?:GBE!F3>1^[;] M6:IF2[GP?;%[5X;37L-L, <_U:M?9.D< QC:FHU/>G@U&T0 MM2%/6\]M6/]4IQQIFB:[EUEUQT1N;1SS+1_-6MMKE;2>_2*W_=2?]CNR5OT
MW).HV2QI_7U*MRVN=X0]IE52]5 ;2]E[Z]7M443%Z*]H\HI:G)<9N:K(L=OZ MV%U$E0G"I%3IM2@UBFGBFGN:?%'U1QGT M &K3V >G3@W[&H\NRW3K1&,;
<.*F/5[\U>5?B6UXIQXR(L%F\MBK MYE7GE5"9;2VU$O8E@W&.[BBG'4HUC=]*=0M3:0FH9.6YI#';0]8RI/B^58IP M:XN#CB_;QW&
SC3659VG*ZI\MSPJ0P4_2\,)++NDGAPP((?L/_':YT<(57>;Z M^I'>5^A*UJ18+V)J>AF_S3&JM@W5N.[U&B5;Y+3IBQF5OOS*IVIJ8\=/DD2 MV#,VTV?
TEU=TSJ7EMVNJ?&:/9Y=62Y)/^5JX*+Q>Q*2A)O8HO>1+G.BLVUS&MK17Q%FO>@O62^M#:UXKF26[HC^^533@ #VH$^=55H=MG63)5=95TJ//K[":
(>B3H,Z(\B1$F0Y<=;;\65%?;2MMQ"DK0M)&1D9$8^91 MC.+A-)P:P;>U-/>FN*9^IN+4HO"2W,WL\,?R,_95Q&*IQV\V9&Y(:QKU1V3P MGD,5AEMW$KT*
[7VJ':D.9"V1"DE%Z-QDSY]K70R0GLAFDE(5&.HND.CL_P": MM2HNRO7[]#",6_K4L'3>W?RQC)\9&VY9K7/,NPA.IY]!>[4VOT3]KPQ;2["6 M)PY_*7]?O(-
-9CV_XV6B.J\IJN5.GF%HOH>I5PJZ6;^R>\PA M>2,LV+KI:V+51FVA7T,VGED1B(K[TNI&OO*YO:52CZ46I)^#6*.8CKG*M-M
!TGR'XZ:?Y6ZBR[1>_\!I=CZQS6&46ZQVZ:7_3?95Y:M^YI["MFQH.WVHKF<&ZFTI=9%4=>E MC4RUO9/C"W9X;GV2W/N>PT/B4#40 #*'B!S'Y\%IVWOOCEF\O
M#\TH7"8L8#IR)F)9QCKKK:[+#,^QU$F-&R7%+9+9>5AQ2'6'DMR8SL>6RQ(;.MPFH-/95]?+9Y7F])5++;6Y[I0EPG"6#Y9+MW-8J2<6T\AEN9WF4W4;RRGRU5O
MJ)+C&2XI_P#2L&DRSRJ4/N$X]^7;6QKOIZ-KGD5A]1$E#2B(NM9=@M@\%GKQIZ-ZMS2#

*M!65Z\%YL<70D^_?*E^DY06|SBB*<;E":QC*+4HM/BFL4UWHCZI3G2FZ=6+C43P:.P;?8 MT]J/ACD/@ -B_"KVO<[^_<^&WQYWKD4+!69)OSM.YLI M6M!_HO=XQP?>3"N$?Y:'&K M9Y5&(/ES|<:,X*)).5=1+&OA3S6 MFZ%3Z4<90^3VH^'K>)*6T]O'3?(/"J_8VB]!8#MW!;-*?B95KO*J;++*8WC0E M;D*3+IIDM$"TBFKM?*

*B/^.,3'<(T.MH6E22A',,LS":,EY>9T*MO=1WQJ1<7XX M-+%/@UL>],WZVNI;\I*O:5(5*3XQ:.^,CW;T=ICHG8 M M M /E7E%1Y/3V./9+3560T%Q$=@6]'>5T2VH[2"^GM?AV-M9/9D0IT1Y/T6VZA2%^:1#DI5:M&HJM&4H58O%2BVFGVIK;GX'S.$*8"T^4H/ M>FL4_%&B#ES~MZQN4;[*^QG65XQ=SZ.L^)8V.2.UPV69N]K6#=:*

*MTCUI/.&IQ%36U$IWH1?(21%TD_(.L.M,D2I5JT;VU7NW"BJFJF/VI32[# M4LQT1D5_C.G3=O6?&GL7ZCQCAX)/O(P?*O\ $\]YX:B.QNN-F;ZSY68M'4M42*

MGCS&=/;4<82E3]ENXOFUK)P1U+2"[2)C^*79#RR_8P1F1";<4]U MC7>]X>;)2_6@N?Y.6"[30\PZ>9O;8RL9T[BGV>Q/Y)/E_;Q|B//!O?BSR2XOWQ

M8UR)T5M33%NX^Y'AM;$PB_OE'.j>1J=H=:RA,U&0Q#2@S2_!?D.K(C-(C M$MY7GF3YW2\[*+]A@=G9CJ78V/N&JMK*M'.'=T=@E!(EU\UJ1!F-=6WVG&;3Q^9Y5EN'H?:NU/8^)-NJ:OY6N&9@6..!E|CN-QL R=:.M853$Y+.:J)#^'W4I2OCHF[.U!;D6>$R7DI0J18TA3JUR0ZI1P*V.CJFMVLN MAES;\|_I*;JT=K=O4*

*KI=E.HJD^Z,^66"]J&*0&NCJ6|S5S,J^(S%MM M#A-(DXT|827U-K==KX,?069TEUHT[GO+,YSAE^8O!>O+&C)_5J8+D[<*BBEL M2G)D49SH3,\OQK6/^TVOU5]XO&'O>,*

<7W(C63X$ZKG3*RSARJZRKI4B!85\^ M.]$G09T1Y<>7#F1)"&WXLJ<VI#C:TI6A:3(R(R,A,491G%3@TX-8IK:FGN: M?%,T=IQ;C)826[']JCZ/P .Z]$SQ]RRC1GOD-*

*UM|$AOHKLDI'.OE@6#,F$^DS2XTI)LXW-,G MRK.[9V>;6]*XMG[LXJ6&/&+>V+(J)1:.X.[5I?7EA5\^:RJ3I5>Y+:.QIGP:[6B MB4SPI_+=W_K\JG$^<&GZ3?F.-*

*:C2]J:L35ZZVM&C|R#>L;3$%--;US.8E"5 M)1'B?Q5!]Q*6\9I/OA'4?07*KOFKZ:N)6M;A2]XU*7@L_P!)!=[\WP-_RQ]+*

M>4<>:TE6A].&$9^+7LR|')XDQS@[{N(OL0PZPR[C#LAW)WZ!+"1 M3]B<9*4)KM33V;GLDHR[B2\JSO+LZI.I83YFM\6FI1\4_P JQ7>9U#6#+ M M M M.-*

Y(U8{ITT]4J%@[$>WU*TKN3U(U8ZOIU/ _,R$B9/U:USD^$%=_$\4W QJWX&<&6D&+FA#D/\.AY0,%^79<4>8&/W- M5>4X6&

*<@L+L,;=CI\^YDG]D:{/)FY[CY'VF18M$2V>OFM18RR^Y3^K4CA^U'"^0C2%OG\?#VS;"*5 M,G\5[[:M\'4XE]_T->X_MLYQM],E'%P_&K!S9:4FCM4DWJ-DEDKHGJI*TIDK*

M^K&A,UPC&^C0JOW:\94L/&M^R:D<\UI ML?5ETYC>SM?YMKG(FE.I=H,\Q2]Q"Z:4PLFWTN5>00*Z7)7A.$^R2:?R/ X2.R<)L$X)>SI[F M3ZZK;E*

M#2>QN6A!FD]4U/HK3VKK?RLXIH)UT(U8^K5A]F>&U<>62E#'.XF9RG/LSR6I MSV51[FWBX/,"7C'M[UA+0)?K2,N3'

*E{(J:Y9FW+0N/[GOGLY9/U9/ZLMBV_1>#_MX+FWDAL1,;F :L.:?_IPX,>QB#*L]SZR1BNW/BK8J]]:L^!B&U(R-MDLMM16[ZR1-EU&?5L1+*4M1KZ'8IC-*

*FLH]HRG%+&\.5ZA:FTC)0RZMSV&.VA M5QG2?;RK%.#?%P<QPP,!G&F'# @[^P'\: M3G3Q"^]YOI6!_P 7^E8'R)GWO6%+*C[9Q^M;[E]^5:?^39W$WPMD?<_C\Bl;*

M)'%.OIBI_:5EM=9-,9_RVV9/^'YDIF%1KRI/ZM78EX5%#L7.13G&ALVRW&K M:KXFU?&*]=+0AM?ZKEWX$=.5%PDLB%-COQ)D1!V++B2FG(\F+)<CN*:?CR&' M4H=9?*

*9=0.5H41*2HC(R(R$N1E&45*+3BUBFMS1I;33P>QH_3\ M S1TSZY>>O(1496F^'_(?.*Z6E*F)Z2G9F5B N27Z(B_&IU1:,;4-?L> M(N=XW.I1YP7"2T_,QK3&&8VJ^O:*

*MD(/N5!5D^82-H3I:O6HB);C=?6/K09DCQ*Z+*/,T_$#F=3&&36%&DN$JTY5'MX\L/+2!Z4EX|C9[/IM.1P=[JGCC*7B'#_7,:.M7\QN*R;=I6F[!*1-;Z>*R17;-GY)BM/.:-*

5(56UT#)-B2<0E+G51QKFO4[M7,<8QN,PK4Z3]VCA16'9C349-?:D^S<;59Z3T_98.G;0E-<9K5?CA+%+/+T)&U MFCHJ/&!08W356/456P46L1I:.NB5-*

371DJ4I,>!6P&8\.&PE2C,D-H2DC,_MH-&JU:M:HZM:4IU9/%N3;;?>WM9L$(0IQ4O)1@MR2P2[!|4<9] M M M .!Q7,L$PC8M)QK8.&XKG6.2_P#1T

MK\RQZHR>DD__O%5=PYT!['_\ILQSVIU9D.)7TG%%T_>M835R93,J_)_M$=|MQ9?U$K3U(JSR[J9KO+$E,YE<3@N%7EK>C&K&.2\&N[P M5SI33UWMJ6M-

/MAC3_D.^4U>;2_$@]>>6*>F:TVOR9U+-<4CQ0$Y5A&=XNP MV1F:^YOR'!6M6T,(WE"RN(]O+.$OEC/E_8,#<-M=.LFJ;.%2O3?C&2^1QQ_;-*

=^R/PXL)$D/Z@YSXCD#BFUJBU6R-)?.'H;=2R MKQLR+_&U<>62E#'.XF9RG/LSR6I MSV51[FWBX/,"7C'M[UA+0)?K2,N3'

*MKNDVWK^C0I42.WKC/IO8-AA-0ZR&32TX_;/V-2VPPF+ ?KR4MX:=]G-^E>L. M:]ME=Y5G4MKGY,72]2W_'D*4Y[6\?O(],L7S34]QG,HLM89)A0]NC>6"]WS*

M&IQ7U93C'=]%XK@G'>2<|?LIES14]O8X_;XG86=9!GS<7R!ZADWN.RY<9M^1 M27$C%KO)<:?LZMUPV7UU]C.A=09LR'F^UQ4+U81IU94X3C4A&32E'FY9)/>*

MN91E@IZYHQ>&J[#>X2GC@?I#8$^:NI4<.@VD_&4U WOJWX6$;<@NDCQQW+]C0)57F\:*BS2U%R M*%.1624IHV4-K/O+====]0=4:2DHV;*

<,=BGMH5<9TGX1Q3ACQ=-Q:%MK88'-I- M91G;NJ:5Q_60]6?]=Z7A)-=A"EYS?BX8>L$/R'68N)16_M2W-1P2[G&RN-MNF?;D:I4LEUZ=SI:NQO9*S21?*

*7]A+/_H&NW77'0MO_0RNZ_V*M.'_>2IF3H]/]0U?;5&G[]>/\A2,X]>?AT[]LB:_NQS4U!A2C[?,6O-89IL\[F M_P!BS5XE9)?:B-[HX22+]2.J3,_H9$E6LW?X@\]A_N.6W%3^\]0I_P*

F-4RM M'IK>2_WBZIQ^S'4ORN:L!UG^':_PSI%-/;;Y-\D-AN-=%G'P]+KC6%=(<2^A9 M(ELVF,,L3B+-8)2%I9ELNFHR4EU/3M/5;WK_*BJ,+"RLZ^\NZE1^C"5-8^*^M:

*fC,4.F^60VW%>O/[/+%?.I/YS9#JK\7;.4G\V*C\QLYU#Q"XI GRAPHIC 17 next-20240930_g2.jpg LEGAL ORG begin 644 next-20240930_g2.jpg M_]C_X 02D9)1@ ! 0$ 8 !@*

#_VP!#_,"@,"@,# P,$ P,$!0@%!00$ M!0H'!P8(# H,# L"PL-#A(0#0X1#@L!+$!80$1,4%145# \7&!84&!(4%13_MVP!# 0,$! 4$!0D%!0D4#0L-*

*%!04%!04%!04%!04%!04%!04%!04%!04 M%!04%!04%!04%!04%!04%!04%!04%!04

M_P ;?|$"U[_P,G_^0Z^K?^%;:'_SZK^0H_X5MH?_ #ZK^0H|M0_Y|_BP|C5_ MY^,^4O\ AO\ \;?|$"U[_P #)_|Y#H_X;_\;?\ 1 M>_P# R?\ ^0Z^K?|

MA6VA_P#/JOY"C_A6VA_|^J_D;/4/^??XL/8U?\ GXSY2_X;_P#&W_1 M>_|M#)__)#H_P"&_P#QM_T0+7O_ ,G_P#D.OJW_A6VA_|/JOY"C_A6VA_|^J_ MD*;/4/\ GW^+#V-7_GXSY2_X;_|&W_1 M>_\#)__D.C_AO_ ,;?|$"U[_P_MG_|D.OJW_A6VA_|^J_D*/\ A6VA_P#/JOY"CVU#_GW^+#V-7_GXSY2_X;_|M;?\ 1 M>_P# R?\ ^0Z/^&__ !M_T0+7O_ R? _Y#KZM_X5KH?_/JOY"C_A6V MA_|/JOY"CVU#_GW^+#V-7_GXSY2_P"& P#QM_T0+7O_ ,G_P#D.C_AO_QM M_P!$"U[_ _#) P#Y#KZM_P"%;Z'_ ,^?J?\|BC_A6NA_|^J?\|BCVU#_GW^+# MV-3_)^,^4O^&_|QM_T0+7O_ R?_P"0Z/\ AO\ \;?|$"U[_P #)_|Y#KZ MM_X5KH?_ #Z)_P'|BC_A6NA_|^B?J\|BCVU#_)]_BP|C4_Y^,^4O^&__ !M_ MT0+7O_ R? Y#H_X;_P#&W_1 M>_\|#)__)#KZM_X5KH?_/HG_?(H_P"%;Z'_ M_,^B?J\|BCVU#_GW^+#V-7_GXSY2_X;_\;?\ 1 M>_P# R?\|*

^0Z/^&__ !M_ MT0+7O_ R?_Y#KZM_X5KH?_/HG_?(H_X5KH?_ #Z)_P'\|BCVU#_GW^+#V-7_G MXSY2_P"& P#QM_T0+7O_ ,G_P#D.C_AO_QM_P!$"U[_ _#)_P'|BC_A6NA_|^B?J\|BCVU#_GW^+#V-7_)^,^4O^&_| QM_T0+7O M_ R?_P"0Z/\ AO\ \;?|$"U[_P #)_| Y#KZM_X5KH?_ #Z)_P\|BC_A6NA_ M\^B?J\|BCVU#_)]_BP|C5_Y^,^4O^&__ !M_T0+7O_ R?_Y#H_X;_P#&W_1 MM>_|#)__)#KZM_X5KH?_/HG_?(H_P"%;Z'_ ,^B?J\|BCVU#_GW^+#V-7_GX MSY2_X;_\;?\ 1 M>_P# R?\|

^0Z/^&__ !M_T0+7O_ R?_Y#KZM_X5KH?_/H MG_?(H_X5KH?_ #Z)_P'\|BCVU#_GW^+#V-7_GXSY3_P"& P#QM_T0+7O_ ,G_M_P#D.FM^W]XW;I\ M=`_ &|S_P#R'7U=_P *UT/_ )|$_P"^\11_PK70^UJO_M `R/4/^??XL/8U\/^C?/S<*_`QOO4X2;:4\2?% ?";7,F76+06C:,PG7RMJ_@^%&WI,=W^`HZ;I\\UL/_O&PX_X4%KH^EY\,? ,;2OJ=?A9X? 60N+!&,>IVCF MIO\ A6NB?\^B?E6D\52J6VH?\/O\ %A[&K_S\9\I?\-_ ^M-O\ H@6O2^:!D_P#\AT?\- \ C;_H@6O2^:!D__P AUJ6_*UT/_GT3_OD4?\ M"M=#_P"?1\/\ OD4>VH?\ ^_Q8>OJ__&?*7_#?_C;_H@6O?\ @9/_/(=\'_#? M_C;_ *(%KW_@9/\ _(=?5O\ PK70_P#GT3_OD4?*UT/_GT3_OD4>VH?\^_Q M8>OJ_P#/QGRE_P -_P#C;_H@6O?^!D__,AT?\- _^-O^B!:|_P"!1\ OD4?*UT/_GT3_OD4>VH?\^_Q8>OJ_\ /QGRE_PW_P"- MO^B!:|_X&3_ __"1_P - P#C;_H@6O?^!D__,AU|6_|*UT/_GT3_OD4?*U MT/\ Y|4_[Y%'MJ'__#[_ !8>OJ?_&?*7_#?_C;_ *(%KW_@9/_(=' _#?_ M (V_Z(%KW_@9/\ (=?5O__"M=#_Y|4_[Y%)_PK70_P#GU3_OD4>VH?\ /O\ M%A[&I_S\9\I_\-_^-O\ H@6O?^!D_P#\AT?\-_\ C;_H@6O?^!D__P AU|6? M*VT/_GT7_OD4?\ "M=#_P"?1?\ OD4>VH?\^_Q8_8U/^?C/E\ X;_\;?\ M1 M>_P# R?\ ^0Z/^&__ !M_T0+7O_ R? _Y#KZL_X5KH?_/HO_?(H_X5KH?_ #Z)_P'\|BCVU#_GW^+#V-3_GXSY3_P"& P#QM_T0+7O_ ,G_P#D.C_AO_QM M_P!$"U[_ _#)_P'#KZL_P"%;Z'_ ,^B_P#?(H_X5KH?_/HO_?(H|M0_Y|_B MP|C4_P"?C/E/_AO_ ,;?|$"U[_P,G_ D.C_ (;_ /&W_1 M>_ \R?_ .0Z M^K/^%;Z'_P ^B_ \ ?(H_X5KH?_/HO_?(H|M0_P"??XL/8U/^?C/E/_AO_P ;*

M?|$"U[_P,G_^0Z/^&_ \ QM_T0+7O_ R?_P"0Z^K/^%;Z'_SZ+_ WR/\ A6NA M_P#/HO\ WR*/;4/^??XL/8U/^?C/E/\ X;_\;?\ 1 M>_P# R?\ ^0Z/^&__ M !M_T0+7O_ R? _Y#KZL_X5KH?_ /HO_?(H_X5KH?_ #Z+_ P\|BCVU#_GW^+#V M-3_GXSY3_P"& P#QM_T0+7O_ ,G_M_1 M>_\R?_ .0Z3_AOIQOOSCX\:|_X%S_\ R'7U;_PK-1.UHO*

*WR*23X;Z&5(^R+QST%'MJ'_/O\G'L.G_ #\9XI^SK^V!+\;OB#JO MA'5/!<_@[5+&R^V!+F\.5V&I%*E6AC*GIXIKZ63[O.<^]?#/P?T^'3/^"A_Q M M8!MBCT8!5SZI8G^M?*

*3E'WG?4=129IJ,^U<1TBT4 MF?:C/M0 M%)GVHS[4 +129IJ,^U "T4F?:C/M0 M%)GVHS[4 +129IJ,^U " MT4F:,B@!:*3-+0 4444 %%%%*

!3&8#K3C4'KFZD5+:\FMP6E%|&&9&$&$"V.U:GG?%+_ M&CPI_X2=U_|&]U|FS/G/6**%H\IX2]*1X5 |_"3NO_EE1Y_Q2_P"AG*? M^$G=?*

*_+*ER>8<_D>KT5Y1Y_Q2_Z&?PI_X2=U_P#+*CS_ (I?]#/X4 |_"3NO M_EE2Y/,.?R/5Z*\H_XI?]#/X4_\):.Z_^65'G_%+_H9_"G_A)W7_,LJ.3S# MG\CU>BO*//\ BE_T,_A3_P*

*).Z_^65'G_%+_ *&?PI_X2=U_\LJ.3S#G\CU> MBO*//^*7_0S^%\ PD|K_P"65'G_!2_Z&?PI_X2=U_\LJ.3S#G\CU>BO*// M^*7_ $,_A3_PD|K_ .65'G_%+_H9_"G_ (2=U_|*

*+*CD\|PY_(]7I*\I\|XI? M]#/X4_|_"3NO_EE2>=\4>?\ Bf/"O_A*70_]R-/D\|PYO(^?/BA_RD<^'1'3^ MQG_]%W]?:2]!7S#K'P3\6ZU\5M+^(%SK'AF7Q%IL!Mf:Z'AV14+&?:,!78-3V*

*MG_6RDG!R;6YZQ17E'G?% M+_H:/"O_(2=U|_+*CS_BE_T,_A3_PD|K_Y95R4>?\ %+_ H M9_"G_A)W7_RRH_XI?\ 0S^%/_ "3NO\ Y4?\>0^AG)*?\ M^$G=?_+*CS_B ME_T,_A3_,).Z_|*

*LJ//^*7_0S^%/_"3NO_EE1R>8<_D>KT5Y1Y_Q2_Z&?PI_X2=U_P#+ M*CS_ (I?]#/X4_|_"3NO_EE1R>8<_D>KT5Y1Y_Q2_P"AG*?^%G=?_+*CS_B ME_T,_A3_,).Z_|*

EE1R>8<_D>KT5Y1Y_P 4O^AG?^%G=?_+*CS_BE_P!# M/X4_\):.Z_P#FE1R>8<_D>KT5Y1Y_Q2_Z&?PI_P"$G=?_ "RH_XI?]#/X4_|_M).Z_^65')YAS^1ZO06*

X/3Z5Y1YWQ2_Z&?PI_P"$G=?_ "RIDDOQ1VG_(JC MPKT/3PI=9Z=O^)E1R/H'/Y'K8.1QTI5S7$?!_P 7:AXT\(&JU4VKZA#J.H6$ MLEE"F,,AMKR:W#JC.Y4.L0;!9L$D9-

=N.!0TUHROF5T+1112"BBB@ HHHH M **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ MHHHH **** $IC-*

AL4K5XGX@T63QU\;=>TRYU#6HK&PT'3)8+?3=$&.]7&/,[$2ERJ\[;1QZ5Y-_PI&S/_,0\5_^%EK'_P E M4?\ "D+3_H(^+/\ PLM8_P#DJCECW%>78|9X|./2O)O^%(6G_01\6?*

^%EK'M_P E4?\ "D+3_H(^+/\ PLM8_P#DJGRQ[CO+^4]9XI./2O)O^%(6G_01\6? M^%EK'_R51_PI"T_Z"/BS_P +++6/_)*HY8]PYI?RGK/'I1QZ5Y-_PI"T_P"@*

MCXL_|++6/_DJC_A2%I_T$?%G_A9:Q_|\)5'+'N'+^4]9XI./2O)O\ A2%I_M_P!!'Q9_X66L?_)5'_"D+3_H(^+/_"RUC_Y*IY8]PYI?RGK/'I1QZ5Y-_P*_M0M/^@CXL_P#*RUC_*

,2J/^%(6G_01\6?^%EK'_R51RQ[AS2_E/6>/2CCTKR;_M_A2%I_T$?%G_ (66L?\ R51_PI"T_P"@CXL_|++6/_DJCECW#FE_*>1_A36/_MRFO*/^%(VG_01\6'_NW_$F3_P!%V-

?:>1S|:^==-_9/T33_ !M>>>)(QK,>I7>5+?1^ M(J26ZD4!0\9>87 =AA$X+$?*OI78CX(6?;4/%8'MXRU?_.2JZL1.%62:?0QI M1G335CUKCTHX]*\F_P"%(6G__$$?*

*%G_A9:Q_\E4?*0M/^@CXL_|++6/_DJN M7ECW-KR[*K/'I1QZ5Y-_PI"T_P"@CXL_|++6/_DJC_A2%I_T$?%G_A9:Q_\ M)5'+'N%Y=CUGCTHX]*\F_P"%(6G__$$?%G_A9:Q_\E4?*

*|*0M/^@CXL_|++6/_M_DJCECW"'\NQZSQZ4<>E>3?\ "D+3_H(^+/\ PLM8_P#DJC_A2%I_T$?%G_A9 M:Q_\E4X7EV/6>/2CCTKR;_A2%I_T$?%G_ (66L?\ R51_PI"T_P"@CXL_*

*M\++6/_DJC7ECW"'\NQZSQZ4<>E>3?*0M/^@CXL_|*RUC_P"2[/\ A2%I_P!! M'Q9_X66L?_)5'+'N%Y=CUGCTHX]*\F_X4A:?!!'Q9_X66L?_ "51_P *0M/^ M@CXL_P#*RUC_*

*,2J.6/<+R[*K.?:DW #!KR;_A2-HO/HH^*__"RU?^MU69X? MT:3P/\;M!TJUU#6Y,+4-!U.:>WU/6[W4$:2*XL%C<"XE?:0)91E<9WG/04^1 M/9BYG>S1[.I# &G4U?*

UIU9&H4444 %%%% "&HKC_%+?2I3VJ:_ %3_ $IB M/,OV>XP?!NIDKS_PD>O?^G:[KT_RQ_=%>9_L]?\ (F:I_P!C)KW_*=KNO4* MT]+WB*?*

PH9Y8_NC\J/+7^ZM/HK(T&>6O\U:/+7^ZM/HI_\M?[JT>6O]U:?1 M0 SRU_NK1Y:_W5I|% #/+7^ZM'EK_=6GT4_\M?[JT>6O\U:=G% YYH_;Y:_ MW5I/+7T%244 1^6O]T?

E2>6/IJ_E4M%,'/RQW4?E2^6O\:%2M>4@&^6O\ M=6CRU_NK3J6@:GEK_=6CRU_NK3Z &>6OIU:/+7^ZM/HH 9Y:_W5H\M?[JT^ MB@:GEK_=6CRU_NK3Z**

*&>6OIU:/+7^ZM/HH C\M?[J_E4HUY?^SU_P B9JG_&,FO?\ IVNZ M]0K2HK2L9I_A"BBBLS0**** "BBB@ HHHH ***2@!:*3=10 M%%)CVH 6BF_MABEH 6BDHW4 +129I:*

*"BBB@ HHHH **** "BBB@ HHHH **** $KROP[_R< M9XQ_[%W1_P#TIU.O5&Z5Y9X>_P"3B_&/_8NZ-_Z4ZG6L.OH95.AZBO:GTQ>U M/K(U$HVBEHH 3:*-HI:*

*$VBC:*6&D=!-HHVBEHH 3:*-HI:* $VBC:*6B@!. ME+249H *-HH#!NE+0 FT4;12T4)M%&T4M% ";11M%+10 FT4;12T4)M%&T 4M4M% ";11M%+10 FT4;12T4)BO*_$'_)Q7@W L7-8 | 2K3;]4;[IKROQ![R M<9X_ P"Q=UC_-*M,K6GN_0S]=#U/TIU;7]*?61H%%%% !1110 A[5%-_]F^ ME2GM44W^J;Z4"ZGFO[/7_(F:I_V,FO?^G:*

[KU"O+_ P!GK_D3-4_[&37O_3M= MUZA6U7XV13^%!6=XBURW\,^!2UB\#FTT^VDNYO+&6V1H7; SR< UHUQOQD M,X2^-@<_|@.^Z?\ 7!ZQ-

#SKIGW1L+P!_^TEX$\1^*%/#%MJ|C#H:/VI3=7@CB MNT0Q>;Z(MIW%O&>MV_Q EFAT72- M'TV"XOV>-

MK\7G@9)Q@(S$YZ5\F_">UE^!/[.'PE^.%DLQT'6_#D_A+QJB MLJP23SK8WS#_ _*8RE(BQ_@=0*XS7IKBW_9Q_8=EM/%MKX#N8]5OC'XFO8898*

*M=+/GC$TB3$(P7!.'(!S0!]U:1^W9X>\+?#V/QKXK^&OQ+|\$Z# ;4&BSR>(] M 2TDMC*N1/=:TS1(M-3:2.H:,@S9!W$*",0,XW_!:?0;WX$_$+ MXD_"'Q\B?\+-*

;#3|:&IM.#X4TGX0?%Z/4(=0@TW49KCP$>5+?1^ M(J26ZD4!0\9>87 =AA$X+$?*OI78CX(6?;4/%8'MXRU?_.2JZL1.%62:?0QI M1G335CUKCTHX]*\F_P"%(6G__$$?%G_A9:Q_\E4?

*)BO*_$'_)Q7@W L7-8_+_2K3;]4;[IKROQ!_R M<9X_ P"Q=UC_-*M,K6GN_0S]=#U/TIU;7]*?61H%%%% !1110 A[5%-_]F^ ME2GM44W^J;Z4"ZGFO[/7_(F:I_V,FO?^G:*

[KU"O+_ P!GK_D3-4_[&37O_3M= MUZA6U7XV13^%!6=XBURW\,^!2UB\#FTT^VDNYO+&6V1H7; SR< UHUQOQD M,X2^-@<_|@.^Z?\ 7!ZQ-

#SKIGW1L+P!_^TEX$\1^*%/#%MJ|C#H:/VI3=7@CB MNT0Q>;Z(MIW%O&>MV_Q EFAT72- M'TV"XOV>-

MK\7G@9)Q@(S$YZ5\F_">UE^!/[.'PE^.%DLQT'6_#D_A+QJB MLJP23SK8WS#_ _*8RE(BQ_@=0*XS7IKBW_9Q_8=EM/%MKX#N8]5OC'XFO8898*

*M=+/GC$TB3$(P7!.'(!S0!]U:1^W9X>\+?#V/QKXK^&OQ+|\$Z# ;4&BSR>(] M 2TDMC*N1/=:TS1(M-3:2.H:,@S9!W$*",0,XW_!:?0;WX$_$+ MXD_"'Q\B?\+-*

;#3|:&IM.#X4TGX0?%Z/4(=0@TW49KCP$>5+?1^ M(J26ZD4!0\9>87 =AA$X+$?*OI78CX(6?;4/%8'MXRU?_.2JZL1.%62:?0QI M1G335CUKCTHX]*\F_P"%(6G__$$?%G_A9:Q_\E4?

*)BO*_$'_)Q7@W L7-8 | 2K3;]4;[IKROQ!_R-

*=3K2'7T,JFR/45[4^F+VI]9FH4444 -,.W@9K M$USP9H/B:^T]]UC0]-U:[TFX^U:?<7UI'-)9S7!]ZW:1] .. MUKX?>&/$'B#2]>U7P[I.IZY1)+:?J=Y81RW-F3@DQ2,I.:)'.TCJ:S?%7P9\ M >.:M:MJ8\2^!?#?B#5[<*L-_JND6]S<1!3E0CNA88/(P>.O:N&_:O^/FH?`S MP1I2>&=-M]<\]?^)M2AT3PWI-TKM#-=R$?-)L((C1N7RXL[&S&_\ =+D-(\DAD*J-H5FP2 ?4 M\7@W0;?Q--XEBT33HO$4]N+*35ULXQ=R6X.X0M*%WE 0#M)QFL8-FPMD9R1G-?.OB7]NJ?X6_M#>!/@YXN\ M/65[JFK6UA!K7B?2;MX;*PU"$%@2!+=D=BI9%P6E!VL3CCGUOPS^T);-)CU M\1_AZNDQVFE^!=.I.[S4?$4U!\(&)KA#(L1C*_*%C5F,F_JI&!0!TNO?`X8^*MK72[;6_ASX3U>UTNW%GI\5_H=K.EG .D409"(T_V5P*Z;PQX/T/P3H\.D^!= M&T_0=*AYCL=+M4MH$SUPB 5S^D?'#X=:]H.K:YIGC_POJ6B:4,ZAJ5KK5M+M;68/3SI5./S))8B MS#S$6,ARRY 4@GB@"#2?@O\ #_PWXIE\3Z5X%\,Z7XDE+F36;/2+>&\;>,.3 M.J;_)AUYYJQJGP\$ZYXLM/%.H^#!'O_%%EM-MK=U!<$E[5Y7RYRA=<9XV MGBO-/A5^V9\-/C/IOCF[\/:NH_X1"6[%W#=7%N9KB"W4%[R"..1Y>V;< LI M!/&.UX7I(_!1OQQ'\ =.^*OB/IGG4M+^$UVZB3Q!WBBUOIHD:4PA_LIBC?& M\;]J;WB:+,"9[M&9TG+A-QD5G8 MA_O L2#S5W6/@_X%\0; =.:[JG@SP!]>M75L]E/]=WI4$MS+,LA1H7D*%FC*D MJ4)P5)!R"146K_&CP%X;\,Z/XBUSOEH6@:+K&*3Z??:QI.5G%'!<\':#K.@Z>%6STK4-,@GM;944*HCB=*B!0,# X&!QTK8 M\/\ AG2O".C6FCZ%IEGHND6B[+>PT^W2"WA7DX2- HR2< =ZR-4^+'@G1/" M-IXJU#QAH%AX6NMGV?7+G4X(K&;=]W9,SA&SSC!YQ4ND_$[PCX@M]5FTKQ3H MNIQ;ZB=4)9ZA#*+-60NK3$-^!0%ANQD<]* ,?L?VOPZY8 #*P;9Z MU#/]JBU\WT2YCFW;O,641[@YIG.*G MU":6-2M+D7]VMM;1!LQ20RA Y;<"&W=!P*IFLOBWX'U+QA-X1M/&?A^Z\5PE MA+H4.]0-?)M&6S `\PS#D_+0!?\ "?@/PWX#T/\ L7PUX>TGP[H^YG&GZ591-M6UON;fQ\M@Y/?CFL+PW\"OAKX-US^V?#_P^\+:)J^6/]H:9HMO;W!)/S'S$ M0-DY.>:Y,X_?M#+\$]>^&6C6^ACQ%JOC?Q%#H4$ O/LWV>-O]9XI?C[^T(/@CK_PST6#0AX@U3QMXBAT.&$W9MOL\;?ZRX)\M]X3*?)\N=M=WWA0!TGPH^&"A"&#Q&=*FO-1U#Q!JL^L;KJV1.25 VDDU!K7[.,PH^]1.[<.6K/@YIG.*G MU";6-2M+D7]VMM;1!LQ20RA Y;<"&W=!P*IFLOBWX'U+QA-X1M/&?A^Z\5PE MA+H4.]0-?)M&6S `\PS#D_+0!?\ "?@/PWX#T/\ L7PUX>TGP[H^YG&GZ591-M6UON;fQ\M@Y/?CFL+PW\"OAKX-US^V?#_P^\+:)J^6/]H:9HMO;W!)/S'S$ M0-DY.>:Y,X_?M#+\$]>^&6C6^ACQ%JOC?Q%#H4$ O/LWV>-O]9XI?C[^T(/@CK_PST6#0AX@U3QMXBAT.&$W9MOL\;?ZRX)\M]X3*?)\N=M=WWA0!TGPH^&"A"&#Q&=*FO-1U#Q!JL^L;KJV1.25 VDDU!K7[.,PH^]1.[<.6K/@YIG.*G MU":6-2M+D7]VMM;1!LQ20RA Y;<"&W=!P*IFLOBWX'U+QA-X1M/&?A^Z\5PE MA+H4.]0-?)M&6S `\PS#D_+0!?\ "?@/PWX#T/\ L7PUX>TGP[H^YG&GZ591-M6UON;fQ\M@Y/?CFL+PW\"OAKX-US^V?#_P^\+:)J^6/]H:9HMO;W!)/S'S$ M0-DY.>:Y,X_?M#+\$]>^&6C6^ACQ%JOC?Q%#H4$ O/LWV>-O]9XI?C[^T(/@CK_PST6#0AX@U3QMXBAT.&$W9MOL\;?ZRX)\M]X3*?)\N=M=WWA0!TGPH^&"A"&#Q&=*FO-1U#Q!JL^L;KJV1.25 VDDU!K7[.,PH^]1.[<.6K/@YIG.*G MU";

=12<4<5YYV"T4F!24 .HIO%% #J;10 ZBFT4 .HIM% M #J*;1F@!U%-ZT*M<|-W MVK?#'7?M6H75O=W#?:[% %@$9:*

%IE0!2&V@[0=W/'VC10!\)ZY^QU\Z_M736NALN5MA&IC;?+EST ^Z1N/ONO? MLJ^&_$7[+$7P.O+NZ;0XM'@TN,_7B99(=K)/C/\ ST0-MZ8RO2O;Z* /@/QS*

*M^R3^TQ\4/ASH_P *0%OCKX>ZGX%TN^M98O$GV:]779H8&_=>9'@0EMIZ,B20 M,N3E]^@/"?P'\0;%^V%XS^*TU\IS^':=;|-VNCV|K%))]K6;)T9F=*"FP+A3@A MR^44 ?F;\4O^'/;Q\6WGQ-LM0OOAGX4;A0!\=?L[_M +*_Q"\#_$+P_I ;C#PW\#|$\L-!:B?9>_^"OEZMJ,AB:(=<2QKY'WM|&<&Q3 ?%O>(?VA_OQ3^%5WX)2\|.Z1==::]MXQEO!&{3%@2%MXR2 K? MWEY[$5]17UY;Z=93W5U-';6MO&TLTTSA$C0#+,S'@ $DGH*I^'/$^D>,-%M M=9T+5;+6}(NQNMM0TZX2XMYE!*

*()21"589!"|ZB@#YVTGX$_%+Q'^T+|*/BIX MWN_"$= _X=T+4=,U|W\R70CDFF>00FV65,E0C1{B[@@|L C% ? MVPK?Q_IFLZ6?A9:C4KFRT&1Y!=V=Q?1@7$4:B/R_(,H+|-XV!R_\GZNT;OE MH'B#$5M6TO3:-.T[4M3TAUBU&SM+N.6>R=2JS(1+1D@$@, .3BM@N,$^E'P_I MO[>DQVX^!^C^^-_!'P>\6^"-4^0.QUX MS0$G+D@?V,_&WAWPO\LOZ=<:GH#$_"^_N[K66CN}\MPDI.T6^8 M06..N_9CMFNB;]D+7M6\8?M176I:MIMMI'Q7T^TLM+DM&>2XM#':2PN\Z-&] MCYW4@*S$C/*G%?5NX"C<:_.]H^(]9_8U^)WQ_ 90_ #?OOK7@[#O-X*U"RN M/#=QIEOGW$%K (8X[!})P"Y<-(&V!MQM^4_.#T/P?_ &6_'>AKXPNO$_AW MX->$[S4= NM%L;?X;^'6M!(\RC[!<74B"50-H4QH"I!W$945]=[A2[A0!\D? M\,E^+C_P3Y7X$G4=$/BX:9]C^V^=-]@W_;//^_Y7F8V\?UDR>I9#CL>E?2>X4N: /@W5 MO^^>WB;Q%\(//'AN^US0(-?O/B1=>/=#=HI+RP=655CM!R-XER&&\.H#RK/O M+@(KI_AS^QOXIU32/%CX_P!"^$7@R#7?#UUX'&A^C^%?AK(-)B?&ZXDN)463>.2 MW4\@5]F44 ?_A![\CGX_P!X/@GI?BWQCX'NO#7PMURSGL;;3(;M+B|L MH> \TKH1YR(B(L;]$,Q+Y49VO'G[" C'QOX7_;5T@>(M'TYOB1K-EJNCR)) M,X1;=|_E78V#:&*@93?C);!P%K[>HH ^)/V;?V,?'7PW^/&H^/\ Q9,?#G0] M/U#PC+X?DT;X>V3#(C)RN I MK[#C7;TY'6I** $;[IKROQ!_R<9X._[%W6/_ $]TRO5&^Z:\K\0?\G&>#O\ML7=8_P#2K3*UI]?0RJ;(J27M3Z8O:GUD:A1110 4444 %%%% !1110 4444 %%%% !1110 4 M444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% "5# M=?ZE^_!]:F.I92.U 'YS?#WXV:+^RY^T9\5W\;6>H1_VY>_;L6,452"[Z]\(_\0:@=]Y(__&/-M_P".T?\ #RGX3_|/IXC_P# "/\ ^.U!+_PH7PU_SZ1?]^Q43_/PZ3Q;QC_M +9BHY\)_*RN6O\ S'D'_#RGX3_|^OB+_P (_\ XI2'_@I5\)_ ^?;Q%_P"' M,?\ !=KU[_A07A__)X1_P#?L4O_H/P_VA0'!M:W^-+_P\Y^M8_P#! M:W^-+_P\+_6_QKT7_ (3?\)?I RS_ /9/*C/[-/A;/%A: ? MJ>Z?X4+?!\ |O>L?^"UO\;#_ ,%%0@^-MWJX^NFO_C7H M/_#-/A?_)\+3_P'3_"D_P"&:O" __/A:?]^$_P_*;"?RL.7$?S(XQ/^"@WP M895+:[?(2,]6TN?(_)33O^'@WP6_Z&"_P#!?_P"'@GP5_P"AAO/_ 5W/_Q%+_P\#^"C M8'_"17@!Z_+ $KN2!]?DKH/^&4/!O_0)TT_!N,7_ ,32?\,H^#>AT?32#P0; M&(_^RT-2??_(E5[\&:[^#?C9X,^-'QZ\-WG@M[6#]IO9:_IT5P_V2>#8S7.FE1B5%)X!Z5IM^QW\/VY;PWHK$]=VFPG_V6]'A M/X4Z!\+OC]X7MM#TVSTV+CP_JSR+;6R0[R+G3 "=H&>]H_<6?L[WMU#]\FN9MH^B%IU,7/ZT^N$[HHHH ***** "BBB@ IDG/6GTUQE?Q% 'YN:"'']H#_ (4C M^U;^T]#_ ,*W^(7C[^TO$5N=W@?0O[16VV)+Q-\Z["=_'7.TUE_LS_M(:C\$ M/V2;C4M \,-JOB[!Q?\3KS1-$TG4F,"L_^$@&K?\ ">ZE#J/V'[%Y/V'RUD&S?YC>9G?UVKTZ5Y,O_!/& MPF^!MUX#G\M> M,?!/]H+Q]\.?V8?V9?AY\,=&T75?'WC>"^%M-XA,RV%K;V!TCRO(L)5CPQOM M.1M/!S@^_ > OV-=8T_Q-XM\9_$#XG7GQO\?ZWX?F\-6VLSZ/#86^GV<@.0EK M$Q4MN.3]PR,]"Q-<_ =_I SVOPM^$.D>'?B3=>&O'GPS:X_LCQA,:0DJNDSLT MJ26CRE6!RHIYNZU;^%/VZ-3\<^%]&GUN&72UU'1!=SR:=*Z MJZ_++%)%+Y,8#C#(P!)R#7N6H?M%?%+1/%7P=^%OPN*>$;F?Q+XMM7B;7 MKFZG@TR147EG61Y)851=H09D)8'?@'!0;.^P+=VO@?XWZ'??$^_UW4?B@EJ; MK6=3TM&FM9HP?.9YGR?IFT_[U 'A1_;^\96WI.7%W$_VY?C0?A[\;?%FJ:-\/?&NF^ MHX+6TNO KWLMK>W>I_9-\&?'# MQ\/?&_A&JOM:^%_AJ&2VNO#'B^3P58^&=1CO%EWS*^F6[&-H&*C=O/SANN& M(!]K^QS\=O%GQT\.ZW?^)M0\ ZW%;-U]JG@"\G>W?>W0SVIQ^_@E3:I^< M^&$@VYVDU-_P4!_Y,T^*O_8(Z?\ ;6/->72?LB_$+X5^ /]BJWAKQC>^-_B] M\1&LM/\MQ4MN.3]PR,]"Q0=UC__*%M,K6GU?D95-D>I=Q3ZC7M4E9&H4UON_X4ZN6^*7BS_A ?AOXJ M\3!=YT;2;O4=NTG/E0O)C'_:..&_P"&IO]^+_B)HMQ<75I8_#^UBN?$/B& M9$&FVLC@L!+<2;!|S!0255",D+G=\M9?A_P#,"\":Y!>W$L&L.5;Z7!H#>)-8!=B-W*2SQ[I8X5#2; 2ZH2H/E?!/[.OAOQ]^Q1LG^/M/;7_^ M$\N&\5.YOFD@:\N)9Q-$S-&RL<*D/&<$@^M8W!?W@?PQ\'?V8?B%!X1T<:;X M@^)NMV%A=3)+(UW(RPR*&1]C]K+E2#A@#BI%7BI0O!.ASZSXCUK3_#^D6Y43 M:AJEU'.6\>Y@JI'(498@#Y)\ KX,\0:3XG\?2M+>+/A|H?Q-\4?#[X9?#'XM>V-IJ[:#>B&1I/+\U#&6+)$YCQF<+N"Q% P#5XIXNL?%?QV_9%_9?T'Q=XV\ M4W>N>-/%DNER02:BV+[37N7/G7._/GR1!(3&SD[0YX8T ?KA!,DT:2(P>-QN M5E.01ZCU!]JDW"OS@_:$U;XK:=\4/#'[.OPLU+QWXNL]\/G6]7U"W\96VE> M(M0WSL]%M2N(VRD>Y!L1/FW@'A1A?&5O|>O _@'|GGX1:O\ $34;3XH>)?%T MUR^L6NH/=3VNF6\99HKF7Y?M902AV#91S&%,X 2 ?H!N%'F#UKX&^(?A/QM9 M_M*?'3X&>#OBI%\MH;71M4\0^(O$>H;F.]^CMF&B!L@1NRE&CCW(1%Y@91D M"OGVXUSXH)^R5\2_'TWQS^(1TGPUXJFTKP=#;.IMO+YOM21!VZ*B2=\K\1A M@H*L<[H /U[W4C-QT/X5^9'Q?\ '7[0/!0'QH\3?#_P/_PDDMCX(TZPLKV?MPCXOM/#.H9$C7:SO@!\2;AG&T ^HY_VJ/!%C MXZ^)GAG4&U#3Q\/-,@U77=?FMPUG'#+%YJA"C-(!,D@1]L#)KT3P/XUT?XB M>%-)\2^'[IK]1-6MDO+.Z;&2+S8G&5;;(IL,CG! .#[BOR?\#^?$>E_LQ_$ M?QI1H'C#6)_$GQ/\ B;8>%[\4QW30:E-;12*(YVD0*0[(KJ2,9R<]3GWCXI> M-M7^)_QL^,&FZG\7?$WPM^'GP;TBS<'0;Y;*[U.^EA,GG3RD$RKE"GDD'?E- MN"QW 'W;XL\6Z'X{T6XUCQ'K-AH&D6'WSM0U2ZCMK>,LP5=TCD*,L0!D\D\D$ 5 MI0R+.BR1NLD;KE64Y!'J/4&OR0\9>&_%?QE_95_9MTOQCX|\8:AXE^)/C*5+ MRTFFU1C;W%C-/DR-&XP1$L4#Q+]Q/-?;IR*]6_;$U7XK:?\4/#'[.OPLU/QUX MNL]!\/G6]7OI?QE;.3XBU#?.RH6U*XC;*1[D^1$R0^#PHP?HVY^7).<]..: MX?P!\YA4-*@\Q%W[0RG'B+Q-H=I?:F\UQ=F\EBMD1I8XIK@@&5U .7[P M3@&OA#P3J'!0GP;_ .'?FO\ BFV?X<6'P_\ $EK=:A+6\:UFM_-V.R,0D MJ(^RL,E<'%.^*GQ&TCX1?#GQ%XSUWSCI&AV4E)?@W^S)\7C;6)AOX'Y9ZG>3,>8()SN, M85VW$J.1YF<[1CS+Q)2PG$[IQOR>_9/&&J>.=!UGXF6W,

~~>S_"_XVZYXL_:5^+GPUU>ST^/3_"T&EWFD7%I'(LTT-S"_M7D\XL[LKC VA>^0<9H ZO5OV<_A5XBUN?6]5^&/@W5-9GD\Z;4+WP_:37$L MG'SM(T98L,= <^E:_C/X0^!OB0]K)XN\&>'O%$MJ-D#ZWI4%X8AS]WS$..2>F M/6NQ7CBEH J:.I]MI5G!9V5O'9VD$8CBMX4"1Q(H 554< #&!5NBB@ HHHH M ****_$; [HKROQ!_R<9X,_[%W6/_$]TRO5&^Z:\K\0?\G&>#O\ L7=8_P#2 MK3*UH]?0RJ;(]27M3Z8O:GUD:A1110 4444 %%%% !1110 4444 %%%% !11 M10 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% M !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 M%%%% !1110 4444 %%%% !1110 4444 %%%% !1110 C?=->5^(/^3C/!W_8 MNZQ_Z5:97JC?=->5^(/^3C/!W_8NZQ_Z5:96M/KZ&539'J*]]DJ->U25D:A1 M110 4444 %%%% "-P,GIWKX_^(EJOC+_ (*9? #'3;U=]KX6\$WVNVR-G;]HF MF>V)],A=I_"OK]_NUYOK'P+\/ZQ\GVV)8;A4^>12D<> & S)G:>E?]]J'/^-.VGL1^5 'YKZ(-MWA_QW#^P]X&\+:#8;/HE]+)XQU#1]/)DABEM8-Y=BQ9F!F\\9=B2W!.]YAX M@\7> O\ A(OVE=._^*_@^Y\7_ +0/B+6KS2?"F@WFCS7LRV!0Q6+64C)MB5=^ M!>K*S(BE=W K]=]H('%+M(YS0!\8? %#X*^/&_X)BR_#FPAFU'QQ9>&K6"YL MK,&61PDD^+_@#X5^%?@WX]^)GA'XH M646F^'7\!>'Y;VPM[*$86>6X"Q 2&, *&$G0J2N-U?K!LH"G'/% 'PKX3^%_MAQ\ ;,_!^*FI^+=*M/%?A_X>Z/IOAZRM=4A%S:RW(?C5>>(I)/L#=:1)-'HFE@QP6=PEP\>R MVC4,50J59_W*XP01^S.WZ9H*F@#\X]/^"6B>/OVF?@;\(?$=C!JOACX8_#=-M4U;3Y%S!-=R^7'Y%QI?B+X[?' MWQ]\$/!$GA:T\)_#@V>@0Z;I?]GR7-S<(6CO4M@BLK/&LCH" [*J-CYL5%_P M3_|@_|_"[XA?$#P/J".?%)_$GB_PG;_VRWAW3_ @T>XLKDX$B7NI+$6NPCN5 M >3YL<<$K7ZO;<4NW'3!0!$!M7\!_G_Z_M7R\^QLK_$C]H!/HGXNPG?H6JZU M!X>H%9OPG^%V@_!GX>Z%X+\,6QM=%T>Y%M 'P9'Y):1R M SNQ9V; RS$XH ZJ;6D%+0 4444 %%%% !1110 C?=->5^(/^3C/!W_&+N ML?\ I5IE>J-]TUY7X@_Y.,\'?]B[K'_I5IE;T^OH95-D>I+VI],7M3ZR-0HH MHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB M@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH **** M"BBB@ HHHH **** "BBB@ HHHH **** "BBB@ HHHH * M*** "BBB@ HHHH 1ONFO*_$')QG@[_L7=8_]*M,KU-NE>0?$;:?5M!^+?A;Q M'9>'-0\165KI.HV,\>FRVR21/--921L1<3Q#:1;RC@YR!QUQK3W9E4V/75[5 M)7F'_"X-7'_+_%F/^OO1_\Y/I?^%Q:Q_T2_P 6?^!>C_\RPJ>278?M(]S MTZBO,O\A<6L?]$O\6?^!6C_/RPH_X7%K'_ $2_Q9_X%:/_/+"GI.78.>/M<]-HKS+_ (7%K'_1+_%G_@5H_P#\L*/^%Q:Q_P!$O\6?^!6C_P#RPH]G+L/G MB>FT5YE_PN+6/^B7^+/_*T?_Y84?\"XM8_P"B7^+/_ K1_P#Y84>SEV#G MB>FT5YE_PN+6/^B7^+/_*T?_Y84?\"XM8_P"B7^+/_K1_P#Y84>SEV#G MB>FT5YE_PN+6/^B7^+/_*T?_Y84?\"XM8_P"B7^+/_K1_P#Y84>SEV#G MB>FT5YE_PN+6/^B7^+/_*T?_Y84?\"XM8_P"B7^+/_K1_P#Y84>SEV#G MB>FT5YE_PN+6/^B7^+/_*T?_Y84?\"XM8_P"B7^+/_K1_P#Y84>SEV#G MB>FT5YE_PN+6/^B7^+/_*T?_Y84?\"XM8_P"B7^+/_K1_P#Y84>SEV#G MB>FT5YE_PN+6/^B7^+/_*T?_Y84?\"XM8_P"B7^+/_K1_P#Y84>SEV#G MB>FT5YE_PN+6/^B7^+/_*T?_Y84?\"XM8_P"B7^+/_K1_P#Y84>SEV#G MB>FT5YE_PN+6/^B7^+/_*T?_Y84?\"XM8_P"B7^+/_K1_P#Y84>SEV#G MB>F-]TUY7X@_Y.,\'?\ 8NZQ_P"E6F5.WQBU<_|_+_%GK_Q]Z/_/+"L/1M M2UCQE\;!"U]?PEJQA[3M.T74+1Y=3N+)]\L\]DR!1;W$IZ6\F2P XXS5QBU> MY$I*5DCV=>U/IB]:?6!L%%%% !1110 4444 %%%% !1110 4444 %%%% !11 M10 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% M !1110 4444 %%%% !1110 4444 %%%% !1110 4444 %%%% !1110 4444 M%%%% !1110 4444 %%%% !1110 4444 %%%% "-56ZT^&[8&1 U6Z* ,[^Q[M3',5'\CVG_/*M&B@#,_L>T_YY4? V/:?\\JT:*!W9G?V/:?\ /*C^Q[3_)Y5 MHT4!=F=_8]I_SRH_L>T_YY5HT4!=F=_8]I_SRH_L>T_YY5HT4!=F=_8]I_SR MH_L>T_YY5HT4!=F=_8]I_P \J/!'M/\ GE6C10%V9W]CVG_/*C^Q[3_GE6C1 M0%V9W]CVG_/*C^Q[3_GE6C10%V9W]CVG_/*C^Q[3_GE6C10%V9W]CVG_ #RH M_L>T_P">5:-% 79G?V/:?\\J//!'M/^>5:-% 79G?V/:?\\J//!'M/^>5:-% 7 M9G?V/:?\\J//!'M/^>5:-% 79G?V/:?\ /*C^Q[3_)Y5HT4!=F=_8]I_SRI5 KT>T_YY5H44!=E Z/:_\ /(4Z'38('W1H%;IFKM% M1 #2T44 %%%% '_V0$! end XML 19 R1.htm IDEA: XBRL DOCUMENT~~

~~Cover Page - shares 9 Months Ended~~

~~Sep. 30, 2024~~

~~Nov. 01, 2024~~

~~Cover [Abstract] Document Type 10-Q Document Quarterly Report true Document Period End Date Sep. 30, 2024 Document Transition Report false Entity File Number 001-36842 Entity Registrant Name NEXTDECADE CORPORATION Entity Incorporation, State or Country Code DE Entity Tax Identification Number 46-5723951 Entity Address, Address Line One 1000 Louisiana Street, Suite 3300 Entity Address, City or Town Houston Entity Address, State or Province TX Entity Address, Postal Zip Code 77002 City Area Code 713 Local Phone Number 574-1880 Title of 12(b) Security Common Stock, $0.0001 par value Trading Symbol NEXT Security Exchange Name NASDAQ Entity Current Reporting Status Yes Entity Interactive Data Current Yes Entity Filer Category Non-accelerated Filer Entity Small Business true Entity Emerging Growth Company false Entity Shell Company false Entity Common Stock, Shares Outstanding 260,291,186 Entity Central Index Key 0001612720 Current Fiscal Year End Date --12-31 Document Fiscal Period Focus Q3 Document Fiscal Year Focus 2024 Amendment Flag false~~

~~- Definition~~

~~Boolean flag that is true when the XBRL content amends previously-filed or accepted submission.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name: dei_AmendmentFlag Namespace Prefix: dei_ Data Type: xbrli:booleanItemType Balance Type: na Period Type: duration~~

~~- Definition~~

~~Area code of city~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name: dei_CityAreaCode Namespace Prefix: dei_ Data Type: xbrli:normalizedStringItemType Balance Type: na Period Type: duration~~

~~- Definition~~

~~Cover page.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name: dei_CoverAbstract Namespace Prefix: dei_ Data Type: xbrli:stringItemType Balance Type: na Period Type: duration~~

~~- Definition~~

~~End date of current fiscal year in the format --MM-DD.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name: dei_CurrentFiscalYearEndDate Namespace Prefix: dei_ Data Type: xbrli:gMonthDayItemType Balance Type: na Period Type: duration~~

~~- Definition~~

~~Fiscal period values are FY, Q1, Q2, and Q3. 1st, 2nd and 3rd quarter 10-Q or 10-QT statements have value Q1, Q2, and Q3 respectively, with 10-K, 10-KT or other fiscal year statements having FY.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name: dei_DocumentFiscalPeriodFocus Namespace Prefix: dei_ Data Type: dei:fiscalPeriodItemType Balance Type: na Period Type: duration~~

~~- Definition~~

~~This is focus fiscal year of the document report in YYYY format. For a 2006 annual report, which may also provide financial information from prior periods, fiscal 2006 should be given as the fiscal year focus. Example: 2006.~~

~~+ References~~

~~No definition available.~~

~~+ Details~~

~~Name: dei_DocumentFiscalYearFocus Namespace Prefix: dei_ Data Type: xbrli:gYearItemType Balance Type: na Period Type: duration~~

~~- Definition~~

~~For the EDGAR submission types of Form 8-K: the date of the report, the date of the earliest event reported; for the EDGAR submission types of Form N-1A: the filing date; for all other submission types: the end of the reporting or transition period. The format of the date is YYYY-MM-DD.~~

~~+ References~~

~~No definition available.~~

+ Details
Name:dei_DocumentPeriodEndDate Namespace Prefix:dei_ Data Type:xbrli:dateItemType Balance Type:na Period Type:duration

- Definition

Boolean flag that is true only for a form used as an quarterly report.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Form 10-Q -Number 240 -Section 308 -Subsection a

+ Details
Name:dei_DocumentQuarterlyReport Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- Definition

Boolean flag that is true only for a form used as a transition report.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Forms 10-K, 10-Q, 20-F -Number 240 -Section 13 -Subsection a-1

+ Details
Name:dei_DocumentTransitionReport Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- Definition

The type of document being provided (such as 10-K, 10-Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word 'Other'.

+ References

No definition available.

+ Details
Name:dei_DocumentType Namespace Prefix:dei_ Data Type:dei:submissionTypeItemType Balance Type:na Period Type:duration

- Definition

Address Line 1 such as Attn, Building Name, Street Name

+ References

No definition available.

+ Details
Name:dei_EntityAddressAddressLine1 Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration

- Definition

Name of the City or Town

+ References

No definition available.

+ Details
Name:dei_EntityAddressCityOrTown Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration

- Definition

Code for the postal or zip code

+ References

No definition available.

+ Details
Name:dei_EntityAddressPostalZipCode Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration

- Definition

Name of the state or province.

+ References

No definition available.

+ Details
Name:dei_EntityAddressStateOrProvince Namespace Prefix:dei_ Data Type:dei:stateOrProvinceItemType Balance Type:na Period Type:duration

- Definition

A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details
Name:dei_EntityCentralIndexKey Namespace Prefix:dei_ Data Type:dei:centralIndexKeyItemType Balance Type:na Period Type:duration

- Definition

Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument.

+ References

No definition available.

+ Details
Name:dei_EntityCommonStockSharesOutstanding Namespace Prefix:dei_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure.

+ References

No definition available.

+ Details
Name:dei_EntityCurrentReportingStatus Namespace Prefix:dei_ Data Type:dei:yesNoItemType Balance Type:na Period Type:duration

- Definition

Indicate if registrant meets the emerging growth company criteria.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details
Name:dei_EntityEmergingGrowthCompany Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- Definition

Commission file number. The field allows up to 17 characters. The prefix may contain 1-3 digits, the sequence number may contain 1-8 digits, the optional suffix may contain 1-4 characters, and the fields are separated with a hyphen.

+ References

No definition available.

+ Details
Name:dei_EntityFileNumber Namespace Prefix:dei_ Data Type:dei:fileNumberItemType Balance Type:na Period Type:duration

- Definition

Indicate whether the registrant is one of the following: Large Accelerated Filer, Accelerated Filer, Non-accelerated Filer. Definitions of these categories are stated in Rule 12b-2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details
Name:dei_EntityFilerCategory Namespace Prefix:dei_ Data Type:dei:filerCategoryItemType Balance Type:na Period Type:duration

- Definition

Two-character EDGAR code representing the state or country of incorporation.

+ References

No definition available.

+ Details
Name:dei_EntityIncorporationStateCountryCode Namespace Prefix:dei_ Data Type:dei:edgarStateCountryItemType Balance Type:na Period Type:duration

- Definition

Boolean flag that is true when the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Regulation S-T -Number 232 -Section 405

+ Details
Name:dei_EntityInteractiveDataCurrent Namespace Prefix:dei_ Data Type:dei:yesNoItemType Balance Type:na Period Type:duration

- Definition

The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details
Name:dei_EntityRegistrantName Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration

- Definition

Boolean flag that is true when the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details
Name:dei_EntityShellCompany Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- Definition

Indicates that the company is a Smaller Reporting Company (SRC).

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details
Name:dei_EntitySmallBusiness Namespace Prefix:dei_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- Definition

The Tax Identification Number (TIN), also known as an Employer Identification Number (EIN), is a unique 9-digit value assigned by the IRS.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b-2

+ Details
Name:dei_EntityTaxIdentificationNumber Namespace Prefix:dei_ Data Type:dei:employerIdItemType Balance Type:na Period Type:duration

- Definition

Local phone number for entity.

+ References

No definition available.

+ Details
Name:dei_LocalPhoneNumber Namespace Prefix:dei_ Data Type:xbrli:normalizedStringItemType Balance Type:na Period Type:duration

- Definition

Title of a 12(b) registered security.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection b

+ Details
Name:dei_Security12bTitle Namespace Prefix:dei_ Data Type:dei:securityTitleItemType Balance Type:na Period Type:duration

- Definition

Name of the Exchange on which a security is registered.

+ References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Exchange Act -Number 240 -Section 12 -Subsection d1-1

+ Details
Name:dei_SecurityExchangeName Namespace Prefix:dei_ Data Type:dei:edgarExchangeCodeItemType Balance Type:na Period Type:duration

- Definition

Trading symbol of an instrument as listed on an exchange.

+ References

No definition available.

+ Details
Name:dei_TradingSymbol Namespace Prefix:dei_ Data Type:dei:tradingSymbolItemType Balance Type:na Period Type:duration XML 20 R2.htm IDEA: XBRL DOCUMENT
Consolidated Balance Sheets - USD ($) $ in Thousands Sep. 30, 2024 Dec. 31, 2023 Current assets: Cash and cash equivalents $ 38,230 $ 38,241 Restricted cash 227,568 256,237 Derivatives 4,253 17,958 Prepaid expenses and other current assets 1,322 2,089 Total current assets 271,373 314,525 Property, plant and equipment, net 4,329,376 2,437,733 Operating lease right-of-use assets 167,168 170,827 Deferred financing fees 340,488 389,695 Other non-current assets 15,557 11,021 Total assets 5,123,962 3,323,801 Current liabilities: Accounts payable 224,358 243,129 Accrued and other current liabilities 331,029 306,115 Operating leases 2,887 3,143 Total current liabilities 558,274 552,387 Debt, net 3,315,150 1,816,301 Operating leases 144,588 145,962 Derivatives 60,219 66,899 Other non-current liabilities 1,018 1,818 Total liabilities 4,078,231 2,583,367 Commitments and contingencies (Note 11) Stockholders' equity Common stock, $0.0001 par value, 480.0 million authorized; 260.1 million and 256.5 million outstanding, respectively 26 26 Treasury stock, 3.1 million shares and 2.2 million respectively, at cost (20,791) (14,214) Preferred stock, $0.0001 par value, 0.5 million authorized; none outstanding 0 0 Additional paid-in-capital 1,209,753 693,883 Accumulated deficit (519,201) (391,772) Total stockholders' equity 669,787 287,923 Non-controlling interest 375,944 452,511 Total equity 1,045,731 740,434 Total liabilities and equity $ 5,123,962 $ 3,323,801
- Definition

Amount of non-current common stock warrant liabilities.

+ References

No definition available.

+ Details

Name:next_NonCurrentCommonStockWarrantLiabilities Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Carrying value as of the balance sheet date of liabilities incurred (and for which invoices have typically been received) and payable to vendors for goods and services received that are used in an entity's business. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10

+ Details

Name:us-gaap_AccountsPayableCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Carrying value as of the balance sheet date of obligations incurred and payable, pertaining to costs that are statutory in nature, are incurred on contractual obligations, or accumulate over time and for which invoices have not yet been received or will not be rendered. Examples include taxes, interest, rent and utilities. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_AccruedLiabilitiesCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of excess of issue price over par or stated value of stock and from other transaction involving stock or stockholder. Includes, but is not limited to, additional paid-in capital (APIC) for common and preferred stock.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)(a)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_AdditionalPaidInCapital Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of asset recognized for present right to economic benefit.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 49 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-49Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 5: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (d) -

Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 12: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 13: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(12)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 18: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 19: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 28: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30Reference 30: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(11)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1

+ Details

Name:us-gaap_Assets Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of asset recognized for present right to economic benefit, classified as current.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 6: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 10: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 20: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7

+ Details

Name:us-gaap_AssetsCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_AssetsCurrentAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Also includes short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Excludes cash and cash equivalents within disposal group and discontinued operation.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-4

+ Details

Name:us-gaap_CashAndCashEquivalentsAtCarryingValue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Represents the caption on the face of the balance sheet to indicate that the entity has entered into (1) purchase or supply arrangements that will require expending a portion of its resources to meet the terms thereof, and (2) is exposed to potential losses or, less frequently, gains, arising from (a) possible claims against a company's resources due to future performance under contract terms, and (b) possible losses or likely gains from uncertainties that will ultimately be resolved when one or more future events that are deemed likely to occur do occur or fail to occur.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(17)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(15)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1

+ Details

Name:us-gaap_CommitmentsAndContingencies Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Value of common shares held by shareholders. Excludes common shares repurchased and held as treasury shares.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1

+ Details

Name:us-gaap_CommonStockValueOutstanding Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount, after accumulated amortization, of debt issuance costs classified as noncurrent. Includes, but is not limited to, legal, accounting, underwriting, printing, and registration costs.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-1AReference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-2Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482900/835-30-50-1

+ Details

Name:us-gaap_DeferredFinanceCostsNoncurrentNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Fair value, after the effects of master netting arrangements, of a financial asset or other contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery of an asset, expected to be settled within one year or normal operating cycle, if longer. Includes assets not subject to a master netting arrangement and not elected to be offset.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483466/210-20-50-3

+ Details

Name:us-gaap_DerivativeAssetsCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Fair value, after the effects of master netting arrangements, of a financial liability or contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery of an asset, expected to be settled after one year or the normal operating cycle, if longer. Includes assets not subject to a master netting arrangement and not elected to be offset.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483466/210-20-50-3

+ Details

Name:us-gaap_DerivativeLiabilitiesNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of liability recognized for present obligation requiring transfer or otherwise providing economic benefit to others.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -SubTopic 10 -Topic 210 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(24)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(26)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(21)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 15: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(14)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 18: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 27: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 28: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 29: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30

+ Details

Name:us-gaap_Liabilities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of liabilities and equity items, including the portion of equity attributable to noncontrolling interests, if any.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(32)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_LiabilitiesAndStockholdersEquity Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Total obligations incurred as part of normal operations that are expected to be paid during the following twelve months or within one business cycle, if longer.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(21)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 8: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-5Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 20: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 21: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7

+ Details

Name:us-gaap_LiabilitiesCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_LiabilitiesCurrentAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount, after deduction of unamortized premium (discount) and debt issuance cost, of long-term debt classified as noncurrent. Excludes lease obligation.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_LongTermDebtNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of equity (deficit) attributable to noncontrolling interest. Excludes temporary equity.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(31)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(24)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 13: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1

+ Details

Name:us-gaap_MinorityInterest Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Present value of lessee's discounted obligation for lease payments from operating lease, classified as current.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1

+ Details

Name:us-gaap_OperatingLeaseLiabilityCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Present value of lessee's discounted obligation for lease payments from operating lease, classified as noncurrent.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1

+ Details

Name:us-gaap_OperatingLeaseLiabilityNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of lessee's right to use underlying asset under operating lease.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1

+ Details

Name:us-gaap_OperatingLeaseRightOfUseAsset Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of noncurrent assets classified as other.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(17)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_OtherAssetsNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Value of nonredeemable preferred shares and preferred shares redeemable solely at option of issuer, held by shareholders. Excludes preferred shares repurchased and held as treasury shares.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1

+ Details

Name:us-gaap_PreferredStockValueOutstanding Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of asset related to consideration paid in advance for costs that provide economic benefits in future periods, and amount of other assets that are expected to be realized or consumed within one year or the normal operating cycle, if longer.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_PrepaidExpenseAndOtherAssetsCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount after accumulated depreciation, depletion and amortization of physical assets used in the normal conduct of business to produce goods and services and not intended for resale. Examples include, but are not limited to, land, buildings, machinery and equipment, office equipment, and furniture and fixtures.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -SubTopic 10 -Topic 360 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-7AReference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 360 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478451/942-360-50-1

+ Details

Name:us-gaap_PropertyPlantAndEquipmentNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of cash restricted as to withdrawal or usage, classified as current. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-8

+ Details

Name:us-gaap_RestrictedCashCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of accumulated undistributed earnings (deficit).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)(a)(3)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-

10Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(2)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (h)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-11Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(23)(a)(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(17)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1

+ Details

Name:us-gaap_RetainedEarningsAccumulatedDeficit ***Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant***

- Definition

Amount of equity (deficit) attributable to parent. Excludes temporary equity and equity attributable to noncontrolling interest.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(31)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 5: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 8: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -

SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 12: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 13: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 14: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 310 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SAB Topic 4.E) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480418/310-10-S99-2

+ Details

Name:us-gaap_StockholdersEquity Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_StockholdersEquityAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of equity (deficit) attributable to parent and noncontrolling interest. Excludes temporary equity.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (d)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (d)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (d)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 848 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (a)(3)(iii)(03) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483550/848-10-65-2Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 8 -Subparagraph (c)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479832/842-10-65-8Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483421/250-10-45-24Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 23 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483421/250-10-45-23Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 5 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483421/250-10-45-5Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 326 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 5 -Subparagraph (c)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479654/326-10-65-5Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1)(iii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1)(iv) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (i)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 105 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479343/105-10-65-6Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 105 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479343/105-10-65-6Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (f)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (f)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 8 -Subparagraph (d)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482615/740-10-65-8Reference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 8 -Subparagraph (d)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482615/740-10-65-8Reference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 326 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 4 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479654/326-10-65-4Reference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1Reference 28: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (e)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-7Reference 30: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-5Reference 31: http://www.xbrl.org/2003/role/disclosureRef -Topic 830 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481674/830-30-50-1Reference 32: http://www.xbrl.org/2003/role/disclosureRef -Topic 830 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 17 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481694/830-30-45-17Reference 33: http://www.xbrl.org/2003/role/disclosureRef -Topic 830 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 20 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481694/830-30-45-20Reference 34: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-11Reference 35: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-3Reference 36: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 505 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478448/946-505-50-3Reference 37: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 38: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 39: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 40: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 41: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 42: http://www.xbrl.org/2003/role/disclosureRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1Reference 43:

http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 44: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 45: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 46: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 45 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-15Reference 47: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 45 -Paragraph 16 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-16Reference 48: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 55 -Paragraph 4I -Publisher FASB -URI https://asc.fasb.org/1943274/2147481175/810-10-55-4IReference 49: http://www.xbrl.org/2003/role/disclosureRef -Topic 350 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476166/350-60-65-1

+ Details

Name:us-gaap_StockholdersEquityIncludingPortionAttributableToNoncontrollingInterest Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

The amount allocated to treasury stock. Treasury stock is common and preferred shares of an entity that were issued, repurchased by the entity, and are held in its treasury.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 505 -SubTopic 30 -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481520/505-30-50-4Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 505 -SubTopic 30 -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481549/505-30-45-1

+ Details

Name:us-gaap_TreasuryStockValue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant XML 21 R3.htm IDEA: XBRL DOCUMENT

Consolidated Balance Sheets (Parentheticals) - $ / shares Sep. 30, 2024 Dec. 31, 2023 Statement of Financial Position [Abstract] Common stock, par or stated value (in usd per share) $ 0.0001 $ 0.0001 Common stock, authorized (in shares) 480,000,000 480,000,000 Common stock, issued (in shares) 260,100,000 256,500,000 Common stock, outstanding (in shares) 260,100,000 256,500,000 Treasury stock, common (in shares) 3,100,000 2,200,000 Preferred stock, par or stated value (in usd per share) $ 0.0001 $ 0.0001 Preferred stock, authorized (in shares) 500,000 500,000 Preferred stock, issued (in shares) 0 0 Preferred stock, outstanding (in shares) 0 0

- Definition

Face amount or stated value per share of common stock.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_CommonStockParOrStatedValuePerShare Namespace Prefix:us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:instant

- Definition

The maximum number of common shares permitted to be issued by an entity's charter and bylaws.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1

+ Details

Name:us-gaap_CommonStockSharesAuthorized Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

Total number of common shares of an entity that have been sold or granted to shareholders (includes common shares that were issued, repurchased and remain in the treasury). These shares represent capital invested by the firm's shareholders and owners, and may be all or only a portion of the number of shares authorized. Shares issued include shares outstanding and shares held in the treasury.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_CommonStockSharesIssued Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

Number of shares of common stock outstanding. Common stock represent the ownership interest in a corporation.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 6: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3

+ Details

Name:us-gaap_CommonStockSharesOutstanding Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

Face amount or stated value per share of preferred stock nonredeemable or redeemable solely at the option of the issuer.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 13 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-13

+ Details

Name:us-gaap_PreferredStockParOrStatedValuePerShare Namespace Prefix:us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:instant

- Definition

The maximum number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) permitted to be issued by an entity's charter and bylaws.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1

+ Details

Name:us-gaap_PreferredStockSharesAuthorized Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

Number of shares issued for nonredeemable preferred shares and preferred shares redeemable solely at option of issuer. Includes, but is not limited to, preferred shares issued, repurchased, and held as treasury shares. Excludes preferred shares classified as debt.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 13 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-13

+ Details
Name:us-gaap_PreferredStockSharesIssued Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- Definition

Aggregate share number for all nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer) held by stockholders. Does not include preferred shares that have been repurchased.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(16)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3

+ Details
Name:us-gaap_PreferredStockSharesOutstanding Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant

- References

No definition available.

+ Details
Name:us-gaap_StatementOfFinancialPositionAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Number of previously issued common shares repurchased by the issuing entity and held in treasury.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 505 -SubTopic 30 -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481549/505-30-45-1

+ Details
Name:us-gaap_TreasuryStockCommonShares Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:instant XML 22 R4.htm IDEA: XBRL DOCUMENT
Consolidated Statements of Operations - USD ($) shares in Thousands, $ in Thousands3 Months Ended9 Months Ended
Sep. 30, 2024
Sep. 30, 2023
Sep. 30, 2024
Sep. 30, 2023
Income Statement [Abstract] Revenues$ 0$ 0$ 0$ 0Operating expenses: General and administrative expense43,59832,128110,00585,195Development expense2,3861,0837,3041,965Lease expense2,5592,5828,1813,245Depreciation expense613421,317117Total operating expenses49,15635,835126,80790,522Total operating loss(49,156)(35,835)(126,807)(90,522)Other (expense) income: Derivative (loss) gain(329,733)240,26538,206152,816Interest expense, net of capitalized interest(15,905)(32,536)(67,414)(32,536)Loss on debt extinguishment00(47,573)0Other, net1,7199,950(408)4,450Total other (expense) income(343,919)217,679(77,189)

124,730Net (loss) income attributable to NextDecade Corporation(393,075)181,844(203,996)34,208Less: net (loss) income attributable to non-controlling interest(269,876)67,204(76,567)67,204Less: preferred stock dividends07,030020,484Net (loss) income attributable to common stockholders$ (123,199)$ 107,610$ (127,429)$ (53,480)Net (loss) income per common share - basic (in usd per share)$ (0.47)$ 0.48$ (0.49)$ (0.31)Net (loss) income per common share - diluted (in usd per share)$ (0.47)$ 0.48$ (0.49)$ (0.31)Weighted average shares outstanding - basic (in shares)259,379222,466257,981173,720Weighted average shares outstanding - diluted (in shares)259,379222,466257,981173,720

- Definition

The amount of expense recognized in the current period that reflects the allocation of the cost of tangible assets over the assets' useful lives. Includes production and non-production related depreciation.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (b) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 360 -SubTopic 10 -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-1

+ Details

Name:us-gaap_Depreciation Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of paid and unpaid preferred stock dividends declared with the form of settlement in cash, stock and payment-in-kind (PIK).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 2 -SubTopic 405 -Topic 942 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477787/942-405-45-2

+ Details

Name:us-gaap_DividendsPreferredStock Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

The amount of net income (loss) for the period per each share of common stock or unit outstanding during the reporting period.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 52 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-52Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-15Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (e)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-7Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-2Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-10Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(27)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-7

+ Details

Name:us-gaap_EarningsPerShareBasic Namespace Prefix:us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:duration

- Definition

The amount of net income (loss) for the period available to each share of common stock or common unit outstanding during the reporting period and to each share or unit that would have been outstanding assuming the issuance of common shares or units for all dilutive potential common shares or units outstanding during the reporting period.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 52 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-52Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482635/260-10-55-15Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (e)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-7Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-2Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(27)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-7

+ Details

Name:us-gaap_EarningsPerShareDiluted Namespace Prefix:us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:duration

- Definition

Aggregate net gain (loss) on all derivative instruments recognized in earnings during the period, before tax effects.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 50 -Paragraph 4A -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-4A

+ Details

Name:us-gaap_GainLossOnDerivativeInstrumentsNetPretax Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Difference between the fair value of payments made and the carrying amount of debt which is extinguished prior to maturity.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (b) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 470 -SubTopic 50 -Section 40 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481303/470-50-40-2Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 470 -SubTopic 50 -Section 40 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481303/470-50-40-4

+ Details

Name:us-gaap_GainsLossesOnExtinguishmentOfDebt Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

The aggregate total of expenses of managing and administering the affairs of an entity, including affiliates of the reporting entity, which are not directly or indirectly associated with the manufacture, sale or creation of a product or product line.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(2)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1

+ Details

Name:us-gaap_GeneralAndAdministrativeExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_IncomeStatementAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of interest expense classified as nonoperating.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2

+ Details

Name:us-gaap_InterestExpenseNonoperating Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of Net Income (Loss) attributable to noncontrolling interest.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-9Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-8Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(17)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-6Reference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1A -Subparagraph (a)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-1AReference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 55 -Paragraph 4J -Publisher FASB -URI https://asc.fasb.org/1943274/2147481175/810-10-55-4JReference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1AReference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1B

+ Details

Name:us-gaap_NetIncomeLossAttributableToNoncontrollingInterest Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount, after deduction of tax, noncontrolling interests, dividends on preferred stock and participating securities, of income (loss) available to common shareholders.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 5 -Subparagraph (SAB Topic 6.B) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-5Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-10Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-11Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60B

+ Details

Name:us-gaap_NetIncomeLossAvailableToCommonStockholdersBasic Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

The aggregate amount of income or expense from ancillary business-related activities (that is to say, excluding major activities considered part of the normal operations of the business).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2

+ Details

Name:us-gaap_NonoperatingIncomeExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- References

No definition available.

+ Details
Name:us-gaap_NonoperatingIncomeExpenseAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Generally recurring costs associated with normal operations except for the portion of these expenses which can be clearly related to production and included in cost of sales or services. Includes selling, general and administrative expense.

+ References

No definition available.

+ Details
Name:us-gaap_OperatingExpenses Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- References

No definition available.

+ Details
Name:us-gaap_OperatingExpensesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The net result for the period of deducting operating expenses from operating revenues.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 5: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 6: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 7: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 31 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-31

+ Details

Name:us-gaap_OperatingIncomeLoss Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of operating lease expense. Excludes sublease income.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-4

+ Details

Name:us-gaap_OperatingLeaseExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of income (expense) related to nonoperating activities, classified as other.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2

+ Details

Name:us-gaap_OtherNonoperatingIncomeExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

The consolidated profit or loss for the period, net of income taxes, including the portion attributable to the noncontrolling interest.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-9Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-8Reference 11: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-11Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-3Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479105/946-220-45-7?Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(16)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)(d)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 19 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-19Reference 18: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-6Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 20: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 28: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 235 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-05(b)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477314/942-235-S99-1Reference 30: http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7Reference 31: http://www.xbrl.org/2003/role/exampleRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 4J -Publisher FASB -URI https://asc.fasb.org/1943274/2147481175/810-10-55-4JReference 32: http://www.xbrl.org/2003/role/exampleRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 4K -Publisher FASB -URI https://asc.fasb.org/1943274/2147481175/810-10-55-4KReference 33: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1AReference 34: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1BReference 35: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-2Reference 36: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1A -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-1AReference 37: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1A -Subparagraph (c)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-1A

+ Details

Name:us-gaap_ProfitLoss Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of expense for research and development. Includes, but is not limited to, cost for computer software product to be sold, leased, or otherwise marketed and writeoff of research and development assets acquired in transaction other than business combination or joint venture formation or both. Excludes write-down of intangible asset acquired in business combination or from joint venture formation or both, used in research and development activity.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 985 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481283/985-20-50-2Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 730 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482916/730-10-50-1Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 912 -SubTopic 730 -Name Accounting Standards Codification -Section 25 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479532/912-730-25-1

+ Details

Name:us-gaap_ResearchAndDevelopmentExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of revenue recognized from goods sold, services rendered, insurance premiums, or other activities that constitute an earning process. Includes, but is not limited to, investment and interest income before deduction of interest expense when recognized as a component of revenue, and sales and trading gain (loss).

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 41 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-41Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 5: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 6: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 42 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-42Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 40 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-40Reference 24:

http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 235 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-05(b)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477314/942-235-S99-1Reference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2

+ Details

Name:us-gaap_Revenues Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

The average number of shares or units issued and outstanding that are used in calculating diluted EPS or earnings per unit (EPU), determined based on the timing of issuance of shares or units in the period.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 16 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-16

+ Details

Name:us-gaap_WeightedAverageNumberOfDilutedSharesOutstanding Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type: duration

- Definition

Number of [basic] shares or units, after adjustment for contingently issuable shares or units and other shares or units not deemed outstanding, determined by relating the portion of time within a reporting period that common shares or units have been outstanding to the total time in that period.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-10

+ Details

Name:us-gaap_WeightedAverageNumberOfSharesOutstandingBasic Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type: duration XML 23 R5.htm IDEA: XBRL DOCUMENT

Consolidated Statement of Stockholders' Equity and Convertible Preferred Stock - USD ($) $ in Thousands	*Total*	*Common Stock*	*Treasury Stock*	*Additional Paid-in Capital*	*Accumulated Deficit*	*Non-controlling Interest*	*Preferred Stock*
Beginning balance at Dec. 31, 2022	*$ 54,371*	*$ 14*	*$ (4,587)*	*$ 289,084*	*$ (230,140)*	*$ 0*	*$ 202,443*
Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Issuance of common stock, net	*6*	*254,394*					
Preferred stock conversion	*6*	*222,868*		*(222,874)*			
Shares repurchased related to share-based compensation			*(9,607)*				
Share-based compensation		*22,235*					
Receipt of equity commitments		*(14,424)*		*273,433*			
Preferred stock dividends				*(20,484)*	*20,431*		
Rio Bravo de-consolidation				*629*			
Sale of equity in Intermediate Holdings		*(14,424)*		*273,433*			
Net (loss) income					*34,208*	*(32,996)*	*67,204*
Ending balance at Sep. 30, 2023	*817,635*	*26*	*(14,194)*	*753,673*	*(262,507)*	*340,637*	*$ 0*
Beginning balance at Jun. 30, 2023	*(19,682)*	*16*	*(4,657)*	*362,735*	*(377,776)*	*0*	*215,864*
Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Issuance of common stock, net	*4*	*179,396*					
Preferred stock conversion	*6*	*222,868*		*(222,874)*			
Shares repurchased related to share-based compensation			*(9,537)*				
Share-based compensation		*10,128*					
Receipt of equity commitments		*(14,424)*		*273,433*			
Preferred stock dividends				*(7,030)*	*7,010*		
Rio Bravo de-consolidation				*629*			
Sale of equity in Intermediate Holdings		*(14,424)*		*273,433*			
Net (loss) income					*114,640*	*67,204*	
Ending balance at Sep. 30, 2023	*817,635*	*26*	*(14,194)*	*753,673*	*(262,507)*	*340,637*	*$ 0*
Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Total stockholders' equity	*476,998*						
Total stockholders' equity	*287,923*						
Beginning balance at Dec. 31, 2023	*740,434*	*26*	*(14,214)*	*693,883*	*(391,772)*	*452,511*	
Increase (Decrease) in Stockholders' Equity [Roll Forward]							
Shares repurchased related to share-based							

compensation (6,577) Share-based compensation 13,967 Receipt of equity commitments 493,333 Exercise of common stock warrants 8,570 Sale of equity in Intermediate Holdings 493,333 Net (loss) income(203,996) (127,429)(76,567) Ending balance at Sep. 30, 20241,045,73126(20,791)1,209,753(519,201)375,944 Beginning balance at Jun. 30, 20241,278,78426(14,367)1,043,307(396,002)645,820 Increase (Decrease) in Stockholders' Equity [Roll Forward] Shares repurchased related to share-based compensation (6,424) Share-based compensation 4,984 Receipt of equity commitments 160,040 Exercise of common stock warrants 1,422 Sale of equity in Intermediate Holdings 160,040 Net (loss) income (123,199)(269,876) Ending balance at Sep. 30, 20241,045,731$ 26$ (20,791) $ 1,209,753$ (519,201)$ 375,944 Increase (Decrease) in Stockholders' Equity [Roll Forward] Total stockholders' equity$ 669,787

- Definition

Equity, Decrease From Deconsolidation

+ References

No definition available.

+ Details

Name:next_EquityDecreaseFromDeconsolidation Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Stock Issued During Period, Value, Warrants Exercised

+ References

No definition available.

+ Details

Name:next_StockIssuedDuringPeriodValueWarrantsExercised Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of decrease in additional paid in capital (APIC) resulting from dividends legally declared (or paid) in excess of retained earnings balance.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1

+ Details

Name:us-gaap_AdjustmentsToAdditionalPaidInCapitalDividendsInExcessOfRetainedEarnings Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of increase to additional paid-in capital (APIC) for recognition of cost for award under share-based payment arrangement.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 35 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480483/718-10-35-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 718 -SubTopic 20 -Section 55 -Paragraph 13 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481089/718-20-55-13Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 718 -SubTopic 20 -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481089/718-20-55-12

+ Details

Name:us-gaap_AdjustmentsToAdditionalPaidInCapitalSharebasedCompensationRequisiteServicePeriodRecognitionValue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

A roll forward is a reconciliation of a concept from the beginning of a period to the end of a period.

+ References

No definition available.

+ Details

Name:us-gaap_IncreaseDecreaseInStockholdersEquityRollForward Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The portion of profit or loss for the period, net of income taxes, which is attributable to the parent.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-9Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-6Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-8Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 17: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-10Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479105/946-220-45-7Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)(d)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 23: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 28: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 30: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 31: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 32: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 33: http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7Reference 34: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 35: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1AReference 36: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1BReference 37: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1

+ Details

Name:us-gaap_NetIncomeLoss ***Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration***

- Definition

Amount of increase in noncontrolling interest from sale of a portion of the parent's controlling interest.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 23 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-23Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 505 -SubTopic 10 -Section S99 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 1A -Subparagraph (c)(2) -SubTopic 10 -Topic 810 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-1A

+ Details

Name:us-gaap_NoncontrollingInterestIncreaseFromSaleOfParentEquityInterest Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

The gross value of stock issued during the period upon the conversion of convertible securities.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(31)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1

+ Details

Name:us-gaap_StockIssuedDuringPeriodValueConversionOfConvertibleSecurities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Equity impact of the value of new stock issued during the period. Includes shares issued in an initial public offering or a secondary public offering.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(28)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-11Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 4 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-4Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 505 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478448/946-505-50-2Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1

+ Details

Name:us-gaap_StockIssuedDuringPeriodValueNewIssues Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of equity (deficit) attributable to parent. Excludes temporary equity and equity attributable to noncontrolling interest.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(29)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(30)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(31)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 5: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 8: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 12: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 13: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 14: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 310 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SAB Topic 4.E) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480418/310-10-S99-2

+ Details

Name:us-gaap_StockholdersEquity Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of equity (deficit) attributable to parent and noncontrolling interest. Excludes temporary equity.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (d)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (d)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (d)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 848 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (a)(3)(iii)(03) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483550/848-10-65-2Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 8 -Subparagraph (c)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479832/842-10-65-8Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483421/250-10-45-24Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 23 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483421/250-10-45-23Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 5 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483421/250-10-45-5Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 326 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 5 -Subparagraph (c)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479654/326-10-65-5Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1)(iii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (h)(1)(iv) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 20 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (i)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480528/815-20-65-6Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 105 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479343/105-10-65-6Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 105 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 6 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479343/105-10-65-6Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (f)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (f)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480016/944-40-65-2Reference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 8 -Subparagraph (d)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482615/740-10-65-8Reference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 8 -Subparagraph (d)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482615/740-10-65-8Reference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 326 -SubTopic 10 -Name Accounting Standards Codification -Section 65 -Paragraph 4 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479654/326-10-65-4Reference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1Reference 28: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (e)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-7Reference 30: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-5Reference 31: http://www.xbrl.org/2003/role/disclosureRef -Topic 830 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481674/830-30-50-1Reference 32: http://www.xbrl.org/2003/role/disclosureRef -Topic 830 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 17 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481694/830-30-45-17Reference 33: http://www.xbrl.org/2003/role/disclosureRef -Topic 830 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 20 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481694/830-30-45-20Reference 34: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 11 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-11Reference 35: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 205 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478009/946-205-45-3Reference 36: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 505 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478448/946-505-50-3Reference 37: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 38: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.6-05(4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-2Reference 39: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(4)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 40: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(6)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 41: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 42: http://www.xbrl.org/2003/role/disclosureRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1Reference 43: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 44: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 45: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 46: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 45 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-15Reference 47: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 45 -Paragraph 16 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-16Reference 48: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 55 -Paragraph 41 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481175/810-10-55-41Reference 49: http://www.xbrl.org/2003/role/disclosureRef -Topic 350 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476166/350-60-65-1

+ Details
Name:us-gaap_StockholdersEquityIncludingPortionAttributableToNoncontrollingInterest Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Equity impact of the cost of common and preferred stock that were repurchased during the period. Recorded using the cost method.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 505 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481112/505-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 505 -SubTopic 30 -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481549/505-30-45-1

+ Details
Name:us-gaap_TreasuryStockValueAcquiredCostMethod Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration
XML 24 R6.htm IDEA: XBRL DOCUMENT
Consolidated Statements of Cash Flows $ in Thousands3 Months Ended9 Months Ended
Sep. 30, 2024
USD ($)
Sep. 30, 2024
USD ($)
Sep. 30, 2023
USD ($)
Operating activities: Net (loss) income attributable to NextDecade Corporation $ (203,996)$ 34,208Adjustment to reconcile net (loss) income to net cash used in operating activities Depreciation$ 6131,317117Share-based compensation expense 13,83222,055Derivative gain329,733(38,206)(152,816)Derivative settlements 45,2311,160Amortization of right-of-use assets 3,659570Loss on extinguishment of debt047,5730Amortization of debt issuance costs 49,06925,670Other 2,321(571)Changes in operating assets and liabilities: Prepaid expenses and other current assets 767(1,121)Accounts payable 3,2603,313Operating lease liabilities (1,631)330Accrued expenses and other liabilities (9,878)14,458Net cash used in operating activities (86,682)(52,627)Investing activities: Acquisition of property, plant and equipment (1,873,194)(996,467)Acquisition of other non-current assets (6,404)(13,971)Net cash used in investing activities (1,879,598)(1,010,438)Financing activities: Proceeds from debt issuance 2,798,8901,409,000Receipt of equity commitments 493,333283,355Repayment of debt (1,282,000)0Costs associated with repayment of debt (13,423)0Proceeds from sale of common stock 0254,400Debt issuance costs (52,623)(490,960)Preferred stock dividends 0(53)Shares repurchased related to share-based compensation (6,577)(9,607)Net cash provided by financing activities 1,937,6001,446,135Net (decrease) increase in cash, cash equivalents and restricted cash (28,680)383,070Cash, cash equivalents and restricted cash - beginning of period 294,47862,789Cash, cash equivalents and restricted cash - end of period265,798265,798445,859Balance per Consolidated Balance Sheets: Cash and cash equivalents38,23038,230 Restricted cash227,568227,568 Total cash, cash equivalents and restricted cash$ 265,798$ 265,798$ 445,859

- Definition

Costs Associated With Repayments Of Debt

+ References

No definition available.

+ Details
Name:next_CostsAssociatedWithRepaymentsOfDebt Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

The amount of investing activities regarding other non-current assets.

+ References

No definition available.

+ Details
Name:next_InvestingActivitiesOtherNoncurrentAssets Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

The cash inflow provided by derivative instruments during the period, which are classified as operating activities.

+ References

No definition available.

+ Details
Name:next_NetCashProvidedBySettlementOfDerivativeInstruments Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Noncash Interest Expense And Amortization of Debt Issuance Costs

+ References

No definition available.

+ Details
Name:next_NoncashInterestExpenseAndAmortizationOfDebtIssuanceCosts Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_AdjustmentsToReconcileNetIncomeLossToCashProvidedByUsedInOperatingActivitiesAbstract Namespace Prefix:us-gaap_ Data Type: xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Also includes short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Excludes cash and cash equivalents within disposal group and discontinued operation.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 - Subparagraph (SX 210.5-02(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-4

+ Details

Name:us-gaap_CashAndCashEquivalentsAtCarryingValue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of cash and cash equivalents, and cash and cash equivalents restricted to withdrawal or usage. Excludes amount for disposal group and discontinued operations. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-8Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-4

+ Details

Name:us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalents Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type: na Period Type:duration

- Definition

Amount of increase (decrease) in cash, cash equivalents, and cash and cash equivalents restricted to withdrawal or usage; including effect from exchange rate change. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB

-URI https://asc.fasb.org/1943274/2147482740/230-10-45-24Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 1 -SubTopic 230 -Topic 830 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477401/830-230-45-1

+ Details

Name:us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingExchangeRateEffect Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

The amount of expense recognized in the current period that reflects the allocation of the cost of tangible assets over the assets' useful lives. Includes production and non-production related depreciation.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (b) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 360 -SubTopic 10 -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-1

+ Details

Name:us-gaap_Depreciation Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Aggregate net gain (loss) on all derivative instruments recognized in earnings during the period, before tax effects.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 50 -Paragraph 4A -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-4A

+ Details

Name:us-gaap_GainLossOnDerivativeInstrumentsNetPretax Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration

- Definition

Difference between the fair value of payments made and the carrying amount of debt which is extinguished prior to maturity.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (b) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 470 -SubTopic 50 -Section 40 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481303/470-50-40-2Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 470 -SubTopic 50 -Section 40 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481303/470-50-40-4

+ Details

Name:us-gaap_GainsLossesOnExtinguishmentOfDebt Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

The increase (decrease) during the reporting period in the aggregate amount of liabilities incurred (and for which invoices have typically been received) and payable to vendors for goods and services received that are used in an entity's business.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28

+ Details

Name:us-gaap_IncreaseDecreaseInAccountsPayable Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of increase (decrease) in accrued expenses, and obligations classified as other.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28

+ Details

Name:us-gaap_IncreaseDecreaseInAccruedLiabilitiesAndOtherOperatingLiabilities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_IncreaseDecreaseInOperatingCapitalAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of increase (decrease) in obligation for operating lease.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (g)(1) -SubTopic 20 -Topic 842 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-4

+ Details

Name:us-gaap_IncreaseDecreaseInOperatingLeaseLiability Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of increase (decrease) in operating assets after deduction of operating liabilities classified as other.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28

+ Details

Name:us-gaap_IncreaseDecreaseInOtherOperatingCapitalNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of increase (decrease) in prepaid expenses, and assets classified as other.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28

+ Details

Name:us-gaap_IncreaseDecreaseInPrepaidDeferredExpenseAndOtherAssets Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of cash inflow (outflow) from financing activities, including discontinued operations. Financing activity cash flows include obtaining resources from owners and providing them with a return on, and a return of, their investment; borrowing money and repaying amounts borrowed, or settling the obligation; and obtaining and paying for other resources obtained from creditors on long-term credit.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24

+ Details

Name:us-gaap_NetCashProvidedByUsedInFinancingActivities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_NetCashProvidedByUsedInFinancingActivitiesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of cash inflow (outflow) from investing activities, including discontinued operations. Investing activity cash flows include making and collecting loans and acquiring and disposing of debt or equity instruments and property, plant, and equipment and other productive assets.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24

+ Details

Name:us-gaap_NetCashProvidedByUsedInInvestingActivities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_NetCashProvidedByUsedInInvestingActivitiesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of cash inflow (outflow) from operating activities, including discontinued operations. Operating activity cash flows include transactions, adjustments, and changes in value not defined as investing or financing activities.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-24Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-25

+ Details

Name:us-gaap_NetCashProvidedByUsedInOperatingActivities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:na Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_NetCashProvidedByUsedInOperatingActivitiesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type: duration

- Definition

The portion of profit or loss for the period, net of income taxes, which is attributable to the parent.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-9Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-6Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-8Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 17: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-10Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479105/946-220-45-7Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)(d)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 23: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 28: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 30: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 31: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 32: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 33: http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7Reference 34: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 35: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1AReference 36: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1BReference 37: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1

+ Details

Name:us-gaap_NetIncomeLoss Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of periodic reduction over lease term of carrying amount of right-of-use asset from operating lease.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28

+ Details

Name:us-gaap_OperatingLeaseRightOfUseAssetAmortizationExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type: duration

- Definition

The total of the cash outflow during the period which has been paid to third parties in connection with debt origination, which will be amortized over the remaining maturity period of the associated long-term debt and the cost incurred directly for the issuance of equity securities.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 15 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-15

+ Details

Name:us-gaap_PaymentOfFinancingAndStockIssuanceCosts Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration

- Definition

The cash outflow to reacquire common stock during the period.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 15 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-15

+ Details

Name:us-gaap_PaymentsForRepurchaseOfCommonStock Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of cash outflow in the form of ordinary dividends to preferred shareholders of the parent entity.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 15 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-15

+ Details

Name:us-gaap_PaymentsOfDividendsPreferredStockAndPreferenceStock Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

The cash outflow associated with the acquisition of long-lived, physical assets that are used in the normal conduct of business to produce goods and services and not intended for resale; includes cash outflows to pay for construction of self-constructed assets.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 13 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-13

+ Details

Name:us-gaap_PaymentsToAcquirePropertyPlantAndEquipment Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: duration

- Definition

The cash inflow from the additional capital contribution to the entity.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 14 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-14

+ Details

Name:us-gaap_ProceedsFromIssuanceOfCommonStock Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

The cash inflow during the period from additional borrowings in aggregate debt. Includes proceeds from short-term and long-term debt.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 14 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-14

+ Details

Name:us-gaap_ProceedsFromIssuanceOfDebt Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of cash inflow from a noncontrolling interest. Includes, but is not limited to, purchase of additional shares or other increase in noncontrolling interest ownership.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 14 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-14

+ Details

Name:us-gaap_ProceedsFromMinorityShareholders Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of cash outflow for short-term and long-term debt. Excludes payment of lease obligation.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 15 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-15

+ Details

Name:us-gaap_RepaymentsOfDebt Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of cash and cash equivalents restricted as to withdrawal or usage. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-8Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(1)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-4

+ Details

Name:us-gaap_RestrictedCashAndCashEquivalents Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of noncash expense for share-based payment arrangement.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (a) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28

+ Details

Name:us-gaap_ShareBasedCompensation Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration XML 25 R7.htm IDEA: XBRL DOCUMENT
Background and Basis of Presentation9 Months Ended
Sep. 30, 2024
Organization, Consolidation and Presentation of Financial Statements [Abstract] Background and Basis of PresentationBackground and Basis of Presentation

NextDecade Corporation, a Delaware corporation, is a Houston-based energy company primarily engaged in construction and development activities related to the liquefaction of natural gas and sale of LNG and the capture and storage of CO_2 emissions. We are constructing a natural gas liquefaction and export facility located in the Rio Grande Valley in Brownsville, Texas (the "Rio Grande LNG Facility"). The Rio Grande LNG Facility has received Federal Energy Regulatory Commission ("FERC") approval and Department of Energy ("DOE") FTA and non-FTA authorizations for the construction of five liquefaction trains and LNG exports totaling 27 million tonnes per annum ("MTPA"). The Rio Grande LNG Facility has three liquefaction trains and related infrastructure ("Phase 1") under construction while liquefaction trains 4 and 5 are currently in development. We are also developing and seeking to commercialize potential carbon capture and storage ("CCS") projects.

On August 6, 2024, the U.S. Court of Appeals for the D.C. Circuit (the "Court") issued a decision vacating the FERC's reauthorization of the Rio Grande LNG Facility on the grounds that the FERC should have issued a supplemental Environmental Impact Statement ("EIS") during its remand process. The Court's decision will not be effective until the Court has issued its mandate, which is not expected to occur until after the appeals process has been completed. At this time, construction continues on Phase 1 at the Rio Grande LNG Facility.

The accompanying unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information and with Rule 10-01 of Regulation S-X. Accordingly, they do not include all the information and disclosures required by GAAP for complete financial statements and should be read in conjunction with the consolidated financial statements and accompanying notes included in our Annual Report on Form 10-K for the year ended December 31, 2023. In our opinion, all adjustments, consisting only of normal recurring items, which are considered necessary for a fair presentation of the unaudited consolidated financial statements, have been included. The results of operations for the three and nine months ended September 30, 2024 are not necessarily indicative of the operating results for the full year.

Certain reclassifications have been made to conform prior period information to the current presentation. The reclassifications did not have a material effect on the Company's financial position, results of operations or cash flows.

The Company has incurred operating losses since its inception and management expects operating losses and negative cash flows to continue until the commencement of operations at the Rio Grande LNG Facility and, as a result, the Company will require additional capital to fund its operations and execute its business plan. As of September 30, 2024, the Company had $38.2 million in cash and cash equivalents which may not be sufficient to fund the Company's planned operations and development activities through one year after the date the consolidated financial statements are issued. Accordingly, there is substantial doubt about the Company's ability to continue as a going concern. The analysis used to determine the Company's ability to continue as a going concern does not include cash sources outside of the Company's direct control that management expects to be available within the next twelve months.

The Company plans to alleviate the going concern issue by obtaining sufficient funding through additional equity, equity-based or debt instruments or any other means and by managing certain operating and overhead costs. The Company's ability to raise additional capital in the equity and debt markets, should the Company choose to do so, is dependent on a number of factors, including, but not limited to, the market demand for the Company's equity or debt securities, which itself is subject to a number of business risks and uncertainties, as well as the uncertainty that the Company would be able to raise such additional capital at a price or on terms that are satisfactory to the Company. In the event the Company is unable to obtain sufficient additional funding, there can be no assurance that it will be able to continue as a going concern.

These consolidated financial statements have been prepared on a going concern basis and do not include any adjustments to the amounts and classification of assets and liabilities that may be necessary in the event the Company can no longer continue as a going concern.

- Definition

The entire disclosure for the business description and basis of presentation concepts. Business description describes the nature and type of organization including but not limited to organizational structure as may be applicable to holding companies, parent and subsidiary relationships, business divisions, business units, business segments, affiliates and information about significant ownership of the reporting entity. Basis of presentation describes the underlying basis used to prepare the financial statements (for example, US Generally Accepted Accounting Principles, Other Comprehensive Basis of Accounting, IFRS).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 235 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/235/tableOfContentReference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 275 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/275/tableOfContentReference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 205 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/205/tableOfContent

+ Details

Name:us-gaap_BusinessDescriptionAndBasisOfPresentationTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_OrganizationConsolidationAndPresentationOfFinancialStatementsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration XML 26 R8.htm IDEA: XBRL DOCUMENT
Property, Plant and Equipment9 Months Ended
Sep. 30, 2024
Property, Plant and Equipment [Abstract] Property, Plant and EquipmentProperty, Plant and Equipment

Property, plant and equipment consisted of the following (in thousands):

December 31,2023	*September 30,2024*

Rio Grande LNG Facility under construction $4,317,113 $2,431,389 Corporate and other 13,628 7,518 Total property, plant and equipment, at cost 4,330,741 $2,438,907 Less: accumulated depreciation (1,365) (1,174) Total property, plant and equipment, net $4,329,376 $2,437,733

- References

No definition available.

+ Details

Name:us-gaap_PropertyPlantAndEquipmentAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The entire disclosure for long-lived, physical asset used in normal conduct of business and not intended for resale. Includes, but is not limited to, work of art, historical treasure, and similar asset classified as collections.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 360 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/360/tableOfContentReference 2: http://www.xbrl.org/2003/role/disclosureRef -Name Accounting Standards Codification -Section 50 -Paragraph 6 -SubTopic 360 -Topic 958 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477798/958-360-50-6Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (d) -SubTopic 360 -Topic 958 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477798/958-360-50-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Name Accounting Standards Codification -Section 50 -Paragraph 7 -SubTopic 360 -Topic 958 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477798/958-360-50-7

+ Details

Name:us-gaap_PropertyPlantAndEquipmentDisclosureTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 27 R9.htm IDEA: XBRL DOCUMENT

Derivatives 9 Months Ended

Sep. 30, 2024

Derivative [Abstract] Derivatives Derivatives

In July 2023, Rio Grande entered into interest rate swaps agreements (the "Swaps") to protect against interest rate volatility by hedging a portion of the floating-rate interest payments associated with the credit facilities described in Note 6 — Debt.

In June 2024, Rio Grande reduced the maximum notional amount associated with the Swaps by approximately $583.1 million, which resulted in a realized derivative gain of $30.9 million.

As of September 30, 2024, Rio Grande has the following Swaps outstanding (in thousands):

				Initial Notional Amount	Maximum Notional Amount
Maturity[1]	Weighted Average Fixed Interest Rate Paid	Variable Interest Rate Received			
2048	3.4 %	USD - SOFR		$123,000	$7,916,900

[1] Swaps have an early mandatory termination date in July 2030.

The Company values the Swaps using an income-based approach based on observable inputs to the valuation model including interest rate curves, risk-adjusted discount rates, credit spreads and other relevant data. The net fair value of the Swaps is approximately $56.0 million as of September 30, 2024, and is classified as Level 2 in the fair value hierarchy.

- References

No definition available.

+ Details

Name:us-gaap_DerivativeAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The entire disclosure for derivative instruments and hedging activities including, but not limited to, risk management strategies, non-hedging derivative instruments, assets, liabilities, revenue and expenses, and methodologies and assumptions used in determining the amounts.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 5 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480237/815-40-50-5Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 5C -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-5CReference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 815 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/815/tableOfContent

+ Details

Name:us-gaap_DerivativeInstrumentsAndHedgingActivitiesDisclosureTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 28 R10.htm IDEA: XBRL DOCUMENT

Leases 9 Months Ended

Sep. 30, 2024

Leases [Abstract] Leases Leases

The Company commenced the Rio Grande LNG Facility site lease on July 12, 2023 and it has an initial term of 30 years. The Company has the option to renew and extend the term of the lease for up to two consecutive renewal periods of ten years each, but as the Company is not reasonably certain that those options will be exercised, none are recognized as part of our right of use assets and lease liabilities. The Company has also entered into an office space lease which expires on December 31, 2035, and does not include any options for renewal.

For the three months ended September 30, 2024 and 2023, our operating lease costs were $2.6 million and $2.6 million, respectively. For the nine months ended September 30, 2024 and 2023, our operating lease costs were $8.2 million and $3.3 million, respectively.

Maturity of operating lease liabilities as of September 30, 2024 are as follows (in thousands, except lease term and discount rate):

2024 (remaining)	$1,912
2025	7,623
2026	9,522
2027	9,565
2028	9,609
Thereafter	199,242
Total undiscounted lease payments	237,473
Discount to present value	(89,998)
Present value of lease liabilities	$147,475
Weighted average remaining lease term - years	27.0
Weighted average discount rate - percent	4.1

Other information related to our operating leases is as follows (in thousands):

Nine Months Ended September 30,	2024	2023
Operating cash flows for amounts paid included in the measurement of operating lease liabilities	$6,126	$968
Noncash right-of-use assets recorded for operating lease liabilities during the period	—	147,829

- References

No definition available.

+ Details

Name:us-gaap_LeasesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The entire disclosure for operating leases of lessee. Includes, but is not limited to, description of operating lease and maturity analysis of operating lease liability.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/842-20/tableOfContent

+ Details

Name:us-gaap_LesseeOperatingLeasesTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 29 R11.htm IDEA: XBRL DOCUMENT

Accrued Liabilities and Other Current Liabilities 9 Months Ended

Sep. 30, 2024

Accrued Liabilities and Other Liabilities [Abstract] Accrued Liabilities and Other Current Liabilities Accrued Liabilities and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	September 30,2024	December 31,2023
Rio Grande LNG Facility costs	$307,652	$268,821
Accrued interest	4,081	20,392
Employee compensation expense	11,008	9,270
Professional services	5,400	—
Other accrued liabilities	2,888	7,632
Total accrued and other current liabilities	$331,029	$306,115

- Definition

The entire disclosure for accounts payable, accrued expenses, and other liabilities that are classified as current at the end of the reporting period.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 720 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483384/720-30-45-1

+ Details

Name:us-gaap_AccountsPayableAccruedLiabilitiesAndOtherLiabilitiesDisclosureCurrentTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_AccruedLiabilitiesAndOtherLiabilitiesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration XML 30 R12.htm IDEA: XBRL DOCUMENT

Debt 9 Months Ended

Sep. 30, 2024

Debt Disclosure [Abstract] Debt Debt

Debt consisted of the following (in thousands):

	September 30,2024	December 31,2023
Senior Secured Notes and Loans:		
6.67% Senior Secured Notes due 2033	$700,000	$700,000
6.72% Senior Secured Loans due 2033	356,000	356,000
7.11% Senior Secured Loans due 2047	251,000	251,000
6.85% Senior Secured Notes due 2047	190,000	—
6.58% Senior Secured Notes due 2047	1,115,000	—
Total Senior Secured Notes and Loans	2,612,000	1,307,000
Credit Facilities:		
CD Senior Working Capital Facility	—	—
CD Credit Facility	522,000	484,000
TCF Credit Facility	178,000	59,000
Corporate Credit Facility	54,890	—
Total debt	3,366,890	1,850,000
Unamortized debt issuance costs	(51,740)	(33,699)
Total debt, net	$3,315,150	$1,816,301

Senior Secured Notes and Loans

The 6.67% Senior Secured Notes, 6.85% Senior Secured Notes and 6.58% Senior Secured Notes (collectively, the "Senior Secured Notes") as well as the 6.72% Senior Secured Loans and 7.11% Senior Secured Loans (collectively, the "Senior Secured Loans") are senior secured obligations of Rio Grande, ranking senior in right of payment to any and all of Rio Grande's future indebtedness that is subordinated to the Senior Secured Notes and the Senior Secured Loans, and equal in right of payment with Rio Grande's other existing and future indebtedness that is senior and secured by the same collateral securing the Senior Secured Notes and Senior Secured Loans. The Senior Secured Notes and Senior Secured Loans are secured on a first-priority basis by a security interest in all of the membership interests in Rio Grande and substantially all of Rio Grande's assets, on a pari passu basis with the CD Credit Agreement and the TCF Credit Facility.

Credit Facilities

Below is a summary of our committed credit facilities outstanding as of September 30, 2024 (in thousands):

Facility	CD Senior Working Capital Facility	CD Credit Facility	TCF Credit Facility	Corporate Credit Facility
Total Facility Size	$500,000	$800,000	$62,500	$8,448,000
Less:				
Outstanding balance	—	522,000	178,000	54,890
Letters of credit issued	174,925	—	—	—
Available commitment	$325,075	$278,000	$62,000	$7,393,110
Priority ranking	Senior secured	Senior secured	Senior secured	Senior secured
Interest rate on outstanding balance				
	SOFR + 2.25%			
	SOFR + 2.25%			
	SOFR + 2.25%			
	SOFR + 4.50%			
Commitment fees on undrawn balance	0.68 %	0.68 %	0.68 %	1.35 %
Maturity Date	2030	2030	2030	2026

The obligations of Rio Grande under the CD Senior Working Capital Facility and CD Credit Facility are secured by substantially all of the assets of Rio Grande as well as a pledge of all of the membership interests in Rio Grande on a

first-priority, pari passu basis with the Senior Secured Notes, the Senior Secured Loans and the loans made under the TCF Credit Facility.

The obligations of Rio Grande under the TCF Credit Agreement are secured by substantially all of the assets of Rio Grande as well as a pledge of all of the membership interests in Rio Grande on a first-priority, pari passu basis with the Senior Secured Notes, the Senior Secured Loans and the loans made under the CD Credit Agreement. Total Energies Holdings SAS provides contingent credit support to the lenders under the TCF Credit Agreement to pay past due amounts owing from Rio Grande under the agreement upon demand.

The obligations of NextDecade LLC under the Corporate Credit Facility are guaranteed by Rio Grande LNG Super Holdings, LLC and Rio Grande LNG Intermediate Super Holdings, LLC, wholly owned subsidiaries of NextDecade LLC. The Corporate Credit Facility matures at the earlier of January 6, 2026 or 10 business days after a positive FID on Train 4 at the Rio Grande LNG facility.

Restrictive Debt Covenants

The CD Credit Facility and the TCF Credit Facility (collectively, the "Rio Grande Facilities") include certain covenants and events of default customary for project financings, including a requirement that interest rates for a minimum of 75% of the projected and outstanding principal amount be hedged or have fixed interest rates. The Rio Grande Facilities, the Senior Secured Loans, and Senior Secured Notes require Rio Grande to maintain a historical debt service coverage ratio of at least 1.10:1.00 at the end of each fiscal quarter starting from the initial principal payment date.

With respect to certain events, including a change of control event and receipt of certain proceeds from asset sales, events of loss or liquidated damages, the Senior Secured Notes and Senior Secured Loans requires Rio Grande to make an offer to repay the amounts outstanding at 101% (with respect to a change of control event) or par (with respect to each other event).

As of September 30, 2024, the Company was in compliance with all covenants related to its respective debt agreements.

Debt Extinguishment

As of September 30, 2024, Rio Grande has made repayments of $1,282.0 million, on the outstanding principal balance of the CD Credit Facility. As a result of these repayments, during the nine months ended September 30, 2024, Rio Grande has recognized approximately $47.6 million in losses on extinguishment.

Debt Maturities

Principal Payments	2024 – 2025	2026	2027 – 2028	Thereafter	Total
	$ —	54,890	—	3,312,000	$3,366,890

Interest Expense

Total interest expense, net of capitalized interest, consisted of the following (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Interest per contractual rate	$51,349	$16,169	$134,636	$16,169
Amortization of debt issuance costs	16,154	25,670	49,069	25,670
Other interest costs	978	—	2,133	—
Total interest cost	68,481	41,839	185,838	41,839
Capitalized interest	(52,576)	(9,303)	(118,424)	(9,303)
Total interest expense, net of capitalized interest	$15,905	$32,536	$67,414	$32,536

Fair Value Disclosures

The following table shows the carrying amount and estimated fair value of our debt (in thousands):

	September 30, 2024		December 31, 2023	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Senior Notes — Level 2	$2,005,000	$2,064,852	$700,000	$743,593
Senior Loans — Level 2	607,000	631,976	607,000	632,998

The fair value of the Senior Secured Notes and Senior Secured Loans was calculated based on inputs that are observable in the market or that could be derived from, or corroborated with, observable market data, including interest rates on debt issued by parties with comparable credit ratings.

The fair value of the CD Credit Facility, TCF Credit Facility and Corporate Credit Facility approximates its respective carrying amount due to its variable interest rate, which approximates a market interest rate.

- References

No definition available.

+ Details

Name:us-gaap_DebtDisclosureAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The entire disclosure for information about short-term and long-term debt arrangements, which includes amounts of borrowings under each line of credit, note payable, commercial paper issue, bonds indenture, debenture issue, own-share lending arrangements and any other contractual agreement to repay funds, and about the underlying arrangements, rationale for a classification as long-term, including repayment terms, interest rates, collateral provided, restrictions on use of assets and activities, whether or not in compliance with debt covenants, and other matters important to users of the financial statements, such as the effects of refinancing and noncompliance with debt covenants.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-6Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 405 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477092/405-40-50-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (h) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(c)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 10: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 470 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/470/tableOfContentReference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-2Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1C -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1CReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1C -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1CReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1C -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1CReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1I -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1IReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1I -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1IReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1I -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1I

+ Details

Name:us-gaap_DebtDisclosureTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 31 R13.htm IDEA: XBRL DOCUMENT

Variable Interest Entity 9 Months Ended

Sep. 30, 2024

Variable Interest Entity, Measure of Activity [Abstract] Variable Interest Entity Variable Interest Entity

Intermediate Holdings and its wholly owned subsidiaries, including Rio Grande, have been formed to undertake construction and operation of Phase 1 of the Rio Grande LNG Facility. The Company is not obligated to fund losses of Intermediate Holdings, however, the Company's capital account, which would be considered in allocating the net assets of Intermediate Holdings were it to be liquidated, continues to share in losses of Intermediate Holdings. Further, Rio Grande has granted the Company decision-making rights regarding the construction of Phase 1 of the Rio Grande LNG Facility and key aspects of its operation, which may only be terminated by equity holders for cause, via agreements with NextDecade LLC. Due to the foregoing, the Company determined that it holds a variable interest in Rio Grande through Intermediate Holdings and is its primary beneficiary, and therefore consolidates Intermediate Holdings in these Consolidated Financial Statements.

The following table presents the summarized assets and liabilities (in thousands) of Intermediate Holdings, which are included in the Company's Consolidated Balance Sheets. The assets in the table below may only be used to settle the obligations of Intermediate Holdings. In addition, there is no recourse to us for the consolidated VIE's liabilities. The assets and liabilities in the table below include assets and liabilities of Intermediate Holdings only and exclude intercompany balances between Intermediate Holdings and NextDecade, which are eliminated in the Consolidated Financial Statements of NextDecade.

	September 30,2024	December 31,2023
Assets		
Current assets:		
Restricted cash	$227,568	$256,237
Derivatives	4,253	17,958
Prepaid expenses and other current assets	700	108
Total current assets	232,521	274,303
Property, plant and equipment, net	4,315,233	2,428,583
Operating lease right-of-use assets	154,531	157,053
Deferred financing fees	338,454	389,695
Other non-current assets	15,407	9,374
Total assets	$5,056,146	$3,259,008
Liabilities		
Current liabilities:		
Accounts payable	$221,954	$238,582
Accrued liabilities and other current liabilities	316,091	288,779
Operating lease	2,625	2,554
Total current liabilities	540,670	529,915
Operating lease	129,924	131,901
Derivatives	60,219	66,899
Debt, net	3,260,260	1,816,301
Total liabilities	$3,991,073	$2,545,016

- Definition

The entire disclosure for a variable interest entity (VIE), including but not limited to, judgments and assumptions in determining whether to consolidate and in identifying the primary beneficiary, gain (loss) recognized on the initial consolidation of the VIE, terms of arrangements, amounts and classification of the VIE's assets and liabilities, and the entity's maximum exposure to loss.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 810 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/810/tableOfContent

+ Details

Name:us-gaap_VariableInterestEntityDisclosureTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_VariableInterestEntityMeasureOfActivityAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration XML 32 R14.htm IDEA: XBRL DOCUMENT

Net Loss Per Share 9 Months Ended

Sep. 30, 2024

Earnings Per Share [Abstract] Net Loss Per Share Net Loss Per Share

Potentially dilutive securities not included in the diluted net (loss) income per share computations because their effect would have been anti-dilutive were as follows (in thousands):

	Three Months EndedSeptember 30,		Nine Months EndedSeptember 30,	
	2024	2023	2024	2023
Unvested stock and stock units [1]	7,627	—	8,190	2,133
Common stock warrants	446	—	922	1,456
Total potentially dilutive common shares	8,073	—	9,112	3,589

(1) Includes the impact of unvested shares containing performance conditions to the extent that the underlying performance conditions are satisfied based on actual results as of the respective dates.

- References

No definition available.

+ Details

Name:us-gaap_EarningsPerShareAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The entire disclosure for earnings per share.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/260/tableOfContentReference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-2Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-3

+ Details

Name:us-gaap_EarningsPerShareTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 33 R15.htm IDEA: XBRL DOCUMENT
Share-based Compensation 9 Months Ended
Sep. 30, 2024
Share-Based Payment Arrangement [Abstract] Share-based Compensation Share-based Compensation

The Company has granted restricted stock and restricted stock units (collectively, "Restricted Stock"), as well as unrestricted stock and stock options, to employees, directors and outside consultants under the 2017 Omnibus Incentive Plan, as amended (the "2017 Plan"). Upon the vesting of Restricted Stock, shares of common stock are released to the grantee.

During the three months ended September 30, 2024, certain 2017 Plan participants were granted non-qualified options to purchase shares of common stock. Stock options were granted at an exercise price of $10.00, which was above the market price of the common stock on the date of grant. Stock options vest after three years of service or as otherwise set forth in the underlying award agreement. Vested options shall be exercisable at such time and under such conditions set forth in the underlying award agreement, but in no event shall any option be exercisable later than the tenth anniversary of the date of grant.

The fair value of each stock option award was estimated using the Black-Scholes option pricing model which resulted in a grant date fair value of $2.69. Valuation assumptions used to determine the grant date fair value were as follows:

Expected term (in years)	6.5
Expected volatility	76.0 %
Expected dividend yield	— %
Risk-free rate	3.8 %

Due to our limited history, the Company has elected to apply the simplified method to determine the expected term. Additionally, due to our limited history, expected volatility is based on a blend of our historical volatility and our implied volatility. The expected dividend yield is based on our historical yields on the date of grant. The risk-free rate is based on the U.S. Treasury yield curve in effect at the time of grant.

For the three and nine months ended September 30, 2024, the Company recognized share-based compensation expense related to all share-based awards of approximately $5.0 million and $13.8 million, respectively. For the three and nine months ended September 30, 2023, the Company recognized share-based compensation expense related to all share-based awards of approximately $9.7 million and $22.1 million, respectively.

- Definition

The entire disclosure for share-based payment arrangement.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/718/tableOfContentReference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (h)(2)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (l) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2

+ Details

Name:us-gaap_DisclosureOfCompensationRelatedCostsShareBasedPaymentsTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_DisclosureOfCompensationRelatedCostsSharebasedPaymentsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration XML 34 R16.htm IDEA: XBRL DOCUMENT

Income Taxes 9 Months Ended

Sep. 30, 2024

Income Tax Disclosure [Abstract] Income TaxesIncome Taxes

Due to our cumulative loss position, we have established a full valuation allowance against our deferred tax assets at September 30, 2024 and December 31, 2023. Due to our full valuation allowance, we have not recorded a provision for federal or state income taxes during either of the three and nine months ended September 30, 2024 or 2023.

- References

No definition available.

+ Details

Name:us-gaap_IncomeTaxDisclosureAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The entire disclosure for income tax.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482685/740-10-50-12Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 231 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482663/740-10-55-231Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 12C -Publisher FASB -URI https://asc.fasb.org/1943274/2147482685/740-10-50-12CReference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 12B -Publisher FASB -URI https://asc.fasb.org/1943274/2147482685/740-10-50-12BReference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 270 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477891/740-270-50-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SAB Topic 6.I.5.Q1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479360/740-10-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 13 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480990/946-20-50-13Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(h)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/740/tableOfContentReference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 14 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482685/740-10-50-14Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 21 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482685/740-10-50-21Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 17 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482685/740-10-50-17Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SAB Topic 11.C) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479360/740-10-S99-2Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482603/740-30-50-2

+ Details

Name:us-gaap_IncomeTaxDisclosureTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 35 R17.htm IDEA: XBRL DOCUMENT

Commitments and Contingencies9 Months Ended

Sep. 30, 2024

Commitments and Contingencies Disclosure [Abstract] Commitments and ContingenciesCommitments and Contingencies

Legal Proceedings

From time to time the Company may be subject to various claims and legal actions that arise in the ordinary course of business. As of September 30, 2024, management is not aware of any claims or legal actions against the Company that, separately or in the aggregate, are likely to have a material adverse effect on the Company's financial position, results of operations or cash flows, although the Company cannot guarantee that a material adverse effect will not occur.

- References

No definition available.

+ Details

Name:us-gaap_CommitmentsAndContingenciesDisclosureAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type: duration

- Definition

The entire disclosure for commitments and contingencies.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 405 -SubTopic 30 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/405-30/tableOfContentReference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 440 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482648/440-10-50-4Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 450 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/450/tableOfContentReference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 954 -SubTopic 440 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478522/954-440-50-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 440 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482648/440-10-50-4Reference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 440 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/440/tableOfContent

+ Details

Name:us-gaap_CommitmentsAndContingenciesDisclosureTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 36 R18.htm IDEA: XBRL DOCUMENT
Supplemental Cash Flows9 Months Ended
Sep. 30, 2024
Supplemental Cash Flow Elements [Abstract] Supplemental Cash FlowsSupplemental Cash Flows

The following table provides supplemental disclosure of cash flow information (in thousands):

	Nine Months EndedSeptember 30,	
	2024	2023
Interest payments classified as operating activities	$32,018	$1,330
Accounts payable for acquisition of property, plant and equipment	218,313	322,539
Accruals for acquisition of property, plant and equipment	307,652	191,911
Non-cash settlement of warrant liabilities	8,571	—
Corporate fixed asset retirements	1,256	—
Reclassification from other non-current assets to property, plant and equipment	1,867	9,006
Reclassification from other non-current assets to operating lease right-of-use assets	—	24,606
Accrued liabilities for debt and equity issuance costs	—	536
Non-cash settlement of paid-in-kind dividends on convertible preferred stock	—	20,431

- Definition

The entire disclosure for supplemental cash flow activities, including cash, noncash, and part noncash transactions, for the period. Noncash is defined as information about all investing and financing activities of an enterprise during a period that affect recognized assets or liabilities but that do not result in cash receipts or cash payments in the period. "Part noncash" refers to that portion of the transaction not resulting in cash receipts or cash payments in the period.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -Name Accounting Standards Codification -Publisher FASB -URI https://asc.fasb.org/230/tableOfContent

+ Details

Name:us-gaap_CashFlowSupplementalDisclosuresTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_SupplementalCashFlowElementsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration XML 37 R19.htm IDEA: XBRL DOCUMENT
Pay vs Performance Disclosure - USD ($) $ in Thousands9 Months Ended
Sep. 30, 2024
Sep. 30, 2023
Pay vs Performance Disclosure Net (loss) income attributable to NextDecade Corporation$ (203,996)$ 34,208
- References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Regulation S-K -Number 229 -Section 402 -Subsection v -Paragraph 1

+ Details

Name:ecd_PvpTable Namespace Prefix:ecd_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The portion of profit or loss for the period, net of income taxes, which is attributable to the parent.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-6Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-9Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 805 -SubTopic 60 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (g) -Publisher FASB -URI https://asc.fasb.org/1943274/2147476176/805-60-65-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 323 -Name Accounting Standards Codification -Section 65 -Paragraph 2 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478666/740-323-65-2Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482765/220-10-50-6Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-3Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-1Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 65 -Paragraph 1 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480175/815-40-65-1Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-8Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 11 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-11Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-4Reference 17: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-10Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section 45 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479105/946-220-45-7Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-07(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-1Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.6-09(1)(d)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479134/946-220-S99-3Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 23: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 28: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 30: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 31: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 32: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 60B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482689/260-10-45-60BReference 33: http://www.xbrl.org/2003/role/disclosureRef -Topic 205 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483499/205-20-50-7Reference 34: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 35: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1AReference 36: http://www.xbrl.org/2003/role/disclosureRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482790/220-10-45-1BReference 37: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-04(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478524/942-220-S99-1

+ Details
Name:us-gaap_NetIncomeLoss Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration XML 38 R20.htm IDEA: XBRL DOCUMENT
Insider Trading Arrangements3 Months Ended
Sep. 30, 2024
Trading Arrangements, by Individual Rule 10b5-1 Arrangement Adoptedfalse Non-Rule 10b5-1 Arrangement Adoptedfalse Rule 10b5-1 Arrangement Terminatedfalse Non-Rule 10b5-1 Arrangement Terminatedfalse
- References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Regulation S-K -Number 229 -Section 408 -Subsection a -Paragraph 1

+ Details
Name:ecd_NonRule10b51ArrAdoptedFlag Namespace Prefix:ecd_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Regulation S-K -Number 229 -Section 408 -Subsection a -Paragraph 1

+ Details

Name:ecd_NonRule10b51ArrTrmntdFlag Namespace Prefix:ecd_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Regulation S-K -Number 229 -Section 408 -Subsection a -Paragraph 1

+ Details

Name:ecd_Rule10b51ArrAdoptedFlag Namespace Prefix:ecd_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Regulation S-K -Number 229 -Section 408 -Subsection a -Paragraph 1

+ Details

Name:ecd_Rule10b51ArrTrmntdFlag Namespace Prefix:ecd_ Data Type:xbrli:booleanItemType Balance Type:na Period Type:duration

- References

Reference 1: http://www.xbrl.org/2003/role/presentationRef -Publisher SEC -Name Regulation S-K -Number 229 -Section 408 -Subsection a -Paragraph 2 -Subparagraph A

+ Details

Name:ecd_TradingArrByIndTable Namespace Prefix:ecd_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration XML 39 R21.htm IDEA: XBRL DOCUMENT

Property, Plant and Equipment (Tables) 9 Months Ended

Sep. 30, 2024

Property, Plant and Equipment [Abstract] Schedule of Property, Plant and Equipment

Property, plant and equipment consisted of the following (in thousands):

	September 30,2024	December 31,2023
Rio Grande LNG Facility under construction	$4,317,113	$2,431,389
Corporate and other	13,628	7,518
Total property, plant and equipment, at cost	4,330,741	$2,438,907
Less: accumulated depreciation	(1,365)	(1,174)
Total property, plant and equipment, net	$4,329,376	$2,437,733

- References

No definition available.

+ Details

Name:us-gaap_PropertyPlantAndEquipmentAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Tabular disclosure of physical assets used in the normal conduct of business and not intended for resale. Includes, but is not limited to, balances by class of assets, depreciation and depletion expense and method used, including composite depreciation, and accumulated deprecation.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -SubTopic 10 -Topic 360 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-1

+ Details

Name:us-gaap_PropertyPlantAndEquipmentTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 40 R22.htm IDEA: XBRL DOCUMENT

Derivatives (Tables) 9 Months Ended

Sep. 30, 2024

Derivative [Abstract] Schedule of Interest Rate Swaps Outstanding

As of September 30, 2024, Rio Grande has the following Swaps outstanding (in thousands):

Maturity[1]	Weighted Average Fixed Interest Rate Paid	Variable Interest Rate Received	Initial Notional Amount	Maximum Notional Amount
2048	3.4 %	USD - SOFR	$123,000	$7,916,900

[1] Swaps have an early mandatory termination date in July 2030.

- References

No definition available.

+ Details

Name:us-gaap_DerivativeAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Tabular disclosure of pertinent information about a derivative or group of derivatives on a disaggregated basis, such as for individual instruments, or small groups of similar instruments. May include a combination of the type of instrument, risks being hedged, notional amount, hedge designation, related hedged item, inception date, maturity date, or other relevant item.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 2 -SubTopic 10 -Topic 815 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-2Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 50 -Paragraph 1A -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-1AReference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 50 -Paragraph 1B -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-1BReference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-8Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 50 -Paragraph 4B -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-4BReference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-1Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-4Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 50 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-5Reference 9: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 50 -Paragraph 4C -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-4C

+ Details

Name:us-gaap_ScheduleOfDerivativeInstrumentsTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration
XML 41 R23.htm IDEA: XBRL DOCUMENT
Leases (Tables) 9 Months Ended
Sep. 30, 2024
Leases [Abstract] Schedule of Lessee, Operating Lease, Liability, to be Paid, Maturity

Maturity of operating lease liabilities as of September 30, 2024 are as follows (in thousands, except lease term and discount rate):

2024 (remaining)	*$1,912*
2025	*7,623*
2026	*9,522*
2027	*9,565*
2028	*9,609*
Thereafter	*199,242*
Total undiscounted lease payments	*237,473*
Discount to present value	*(89,998)*
Present value of lease liabilities	*$147,475*
Weighted average remaining lease term - years	*27.0*
Weighted average discount rate - percent	*4.1*

Schedule of Lease, Cost

Other information related to our operating leases is as follows (in thousands):

Nine Months Ended September 30,	*2024*	*2023*
Operating cash flows for amounts paid included in the measurement of operating lease liabilities	*$6,126*	*$968*
Noncash right-of-use assets recorded for operating lease liabilities during the period	*—*	*147,029*

- Definition

Tabular disclosure of lessee's lease cost. Includes, but is not limited to, interest expense for finance lease, amortization of right-of-use asset for finance lease,

operating lease cost, short-term lease cost, variable lease cost and sublease income.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-4

+ Details

Name:us-gaap_LeaseCostTableTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_LeasesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Tabular disclosure of undiscounted cash flows of lessee's operating lease liability. Includes, but is not limited to, reconciliation of undiscounted cash flows to operating lease liability recognized in statement of financial position.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-6

+ Details

Name:us-gaap_LesseeOperatingLeaseLiabilityMaturityTableTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 42 R24.htm IDEA: XBRL DOCUMENT
Accrued Liabilities and Other Current Liabilities (Tables) 9 Months Ended
Sep. 30, 2024
Accrued Liabilities and Other Liabilities [Abstract] Schedule of Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	September 30,2024	December 31,2023
Rio Grande LNG Facility costs	$307,652	$268,821
Accrued interest	4,081	20,392
Employee compensation expense	11,008	9,270
Professional services	5,400	—
Other accrued liabilities	2,888	7,632
Total accrued and other current liabilities	$331,029	$306,115

- Definition

Tabular disclosure of accrued expenses and other current liabilities.

+ References

No definition available.

+ Details

Name:next_ScheduleOfAccruedExpensesAndOtherCurrentLiabilitiesTableTextBlock Namespace Prefix:next_ Data Type:dtr-types1:textBlockItemType Balance Type:na Period Type:duration

- References

No definition available.

+ Details

Name:us-gaap_AccruedLiabilitiesAndOtherLiabilitiesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration XML 43 R25.htm IDEA: XBRL DOCUMENT
Debt (Tables) 9 Months Ended
Sep. 30, 2024
Debt Disclosure [Abstract] Schedule of Debt

Debt consisted of the following (in thousands):

	September 30,2024	December 31,2023
Senior Secured Notes and Loans:		
6.67% Senior Secured Notes due 2033	$700,000	$700,000
6.72% Senior Secured Loans due 2033	356,000	356,000
7.11% Senior Secured Loans due 2047	251,000	251,000
6.85% Senior Secured Notes due 2047	190,000	—
6.58% Senior Secured Notes due 2047	1,115,000	—
Total Senior Secured Notes and Loans	2,612,000	1,307,000
Credit Facilities:		
CD Senior Working Capital Facility	—	—
CD Credit Facility	522,000	484,000
TCF Credit Facility	178,000	59,000
Corporate Credit Facility	54,890	—
Total debt	3,366,890	1,850,000
Unamortized debt issuance costs	(51,740)	(33,699)
Total debt, net	$3,315,150	$1,816,301

Schedule of Line of Credit Facilities

Below is a summary of our committed credit facilities outstanding as of September 30, 2024 (in thousands):

Facility	Corporate Credit Facility	CD Senior Working Capital Facility	CD Credit Facility	TCF Credit
Total Facility Size	$500,000	$8,448,000	$800,000	$62,500
Less:				
Outstanding balance	—	522,000	178,000	54,890
Letters of credit issued	174,925	—	—	—
Available commitment	$325,075	$7,926,000	$622,000	$ 7,610
Priority ranking	Senior secured	Senior secured	Senior secured	Senior secured
Interest rate on outstanding balance				
SOFR + 2.25%				
SOFR + 2.25%				
SOFR + 2.25%				
SOFR + 4.50%				
Commitment fees on undrawn balance	0.68 %	0.68 %	0.68 %	1.35 %
Maturity Date	2030	2030	2030	2026

Schedule of Maturities of Long-Term Debt

Principal Payments	
2024 - 2025	$—
2026	54,890
2027 - 2028	—
Thereafter	3,312,000
Total	$3,366,890

Schedule of Interest Income and Interest Expense Disclosure

Total interest expense, net of capitalized interest, consisted of the following (in thousands):

	Three Months EndedSeptember 30,		Nine Months EndedSeptember 30,	
	2024	2023	2024	2023
Interest per contractual rate	$51,349	$16,169	$134,636	$16,169
Amortization of debt issuance costs	16,154	25,670	49,069	25,670
Other interest costs	978	—	2,133	—
Total interest cost	68,481	41,839	185,838	41,839
Capitalized interest	(52,576)	(9,303)	(118,424)	(9,303)
Total interest expense, net of capitalized interest	$15,905	$32,536	$67,414	$32,536

Schedule of Carrying Values and Estimated Fair Values of Debt Instruments

The following table shows the carrying amount and estimated fair value of our debt (in thousands):

	September 30, 2024		December 31, 2023	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Senior Notes — Level 2	$2,005,000	$2,064,852	$700,000	$743,593
Senior Loans — Level 2	607,000	631,976	607,000	632,998

- References

No definition available.

+ Details

Name:us-gaap_DebtDisclosureAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Tabular disclosure of interest income and expense, including, but not limited to, interest income and expense from investments, loans, and securities.

+ References

No definition available.

+ Details

Name:us-gaap_InterestIncomeAndInterestExpenseDisclosureTableTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration

- Definition

Tabular disclosure of information pertaining to carrying amount and estimated fair value of short-term and long-term debt instruments or arrangements, including but not limited to, identification of terms, features, and collateral requirements.

+ References

No definition available.

+ Details

Name:us-gaap_ScheduleOfCarryingValuesAndEstimatedFairValuesOfDebtInstrumentsTableTextBlock Namespace Prefix:us-gaap_ Data Type: dtr-types:textBlockItemType Balance Type:na Period Type:duration

- Definition

Tabular disclosure of information pertaining to short-term and long-debt instruments or arrangements, including but not limited to identification of terms, features, collateral requirements and other information necessary to a fair presentation.

+ References

No definition available.

+ Details

Name:us-gaap_ScheduleOfDebtTableTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration

- Definition

Tabular disclosure of short-term or long-term contractual arrangements with lenders, including letters of credit, standby letters of credit, and revolving credit arrangements, under which borrowings can be made up to maximum amount as of any point in time conditional on satisfaction of specified terms before, as of and after the date of drawdowns on the line.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_ScheduleOfLineOfCreditFacilitiesTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type: duration

- Definition

Tabular disclosure of maturity and sinking fund requirement for long-term debt.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -SubTopic 10 -Topic 470 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-1

+ Details

Name:us-gaap_ScheduleOfMaturitiesOfLongTermDebtTableTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 44 R26.htm IDEA: XBRL DOCUMENT
Variable Interest Entity (Tables)9 Months Ended
Sep. 30, 2024
Variable Interest Entity, Measure of Activity [Abstract] Schedule of Variable Interest Entities
The assets and liabilities in the table below include assets and liabilities of Intermediate Holdings only and exclude intercompany balances between Intermediate Holdings and NextDecade, which are eliminated in the Consolidated Financial Statements of NextDecade.

	September 30,2024	December 31,2023
Assets		
Current assets:		
Restricted cash	$227,568	$256,237
Derivatives	4,253	17,958
Prepaid expenses and other current assets	700	108
Total current assets	232,521	274,303
Property, plant and equipment, net	4,315,233	2,428,583
Operating lease right-of-use assets	154,531	157,053
Deferred financing fees	338,454	389,695
Other non-current assets	15,407	9,374
Total assets	$5,056,146	$3,259,008
Liabilities		
Current liabilities:		
Accounts payable	$221,954	$238,582
Accrued liabilities and other current liabilities	316,091	288,779
Operating lease	2,625	2,554
Total current liabilities	540,670	529,915
Operating lease	129,924	131,901
Derivatives	60,219	66,899
Debt, net	3,260,260	1,816,301
Total liabilities	$3,991,073	$2,545,016

- Definition

Tabular disclosure of the significant judgments and assumptions made in determining whether a variable interest (as defined) held by the entity requires the variable interest entity (VIE) (as defined) to be consolidated and (or) disclose information about its involvement with the VIE, individually or in aggregate (as applicable); the nature of restrictions, if any, on the consolidated VIE's assets and on the settlement of its liabilities reported by an entity in its statement of financial position, including the carrying amounts of such assets and liabilities; the nature of, and changes in, the risks associated with involvement in the VIE; how involvement with the VIE affects the entity's financial position, financial performance, and cash flows; the lack of recourse if creditors (or beneficial interest holders) of the consolidated VIE have no recourse to the general credit of the primary beneficiary (if applicable); the terms of arrangements, giving consideration to both explicit arrangements and implicit variable interests, if any, that could require the entity to provide financial support to the VIE, including events or circumstances that could expose the entity to a loss; the methodology used by the entity for determining whether or not it is the primary beneficiary of the variable interest entity; the significant factors considered and judgments made in determining that the power to direct the activities of a VIE that most significantly impact the VIE's economic

performance are shared (as defined); the carrying amounts and classification of assets and liabilities of the VIE included in the statement of financial position; the entity's maximum exposure to loss, if any, as a result of its involvement with the VIE, including how the maximum exposure is determined and significant sources of the entity's exposure to the VIE; a comparison of the carrying amounts of the assets and liabilities and the entity's maximum exposure to loss; information about any liquidity arrangements, guarantees, and (or) other commitments by third parties that may affect the fair value or risk of the entity's variable interest in the VIE; whether or not the entity has provided financial support or other support (explicitly or implicitly) to the VIE that it was not previously contractually required to provide or whether the entity intends to provide that support, including the type and amount of the support and the primary reasons for providing the support; and supplemental information the entity determines necessary to provide.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 50 -Paragraph 5A -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-5AReference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-9Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-4Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 810 -SubTopic 10 -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-6

+ Details

Name:us-gaap_ScheduleOfVariableInterestEntitiesTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type: duration

- References

No definition available.

+ Details

Name:us-gaap_VariableInterestEntityMeasureOfActivityAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration
XML 45 R27.htm IDEA: XBRL DOCUMENT
Net Loss Per Share (Tables) 9 Months Ended
Sep. 30, 2024
Earnings Per Share [Abstract] Schedule of Antidilutive Securities Excluded from Computation of Earnings Per Share

Potentially dilutive securities not included in the diluted net (loss) income per share computations because their effect would have been anti-dilutive were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Unvested stock and stock units [1]	7,627	8,190	2,133	
Common stock warrants	446	—	922	1,456
Total potentially dilutive common shares	8,073	—	9,112	3,589

[1] Includes the impact of unvested shares containing performance conditions to the extent that the underlying performance conditions are satisfied based on actual results as of the respective dates.

- References

No definition available.

+ Details

Name:us-gaap_EarningsPerShareAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Tabular disclosure of securities (including those issuable pursuant to contingent stock agreements) that could potentially dilute basic earnings per share (EPS) in the future that were not included in the computation of diluted EPS because to do so would increase EPS amounts or decrease loss per share amounts for the period presented, by antidilutive securities.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 260 -SubTopic 10 -Section 50 -Paragraph 1 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1

+ Details

Name:us-gaap_ScheduleOfAntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareTextBlock Namespace Prefix:us-gaap_ Data Type: dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 46 R28.htm IDEA: XBRL DOCUMENT
Share-based Compensation (Tables) 9 Months Ended

Sep. 30, 2024
Share-Based Payment Arrangement [Abstract] Schedule of Share-Based Payment Award, Stock Options, Valuation Assumptions
Valuation assumptions used to determine the grant date fair value were as follows:

Expected term (in years)	6.5
Expected volatility	76.0 %
Expected dividend yield	— %
Risk-free rate	3.8 %

- References

No definition available.

+ Details
Name:us-gaap_DisclosureOfCompensationRelatedCostsSharebasedPaymentsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Tabular disclosure of the significant assumptions used during the year to estimate the fair value of stock options, including, but not limited to: (a) expected term of share options and similar instruments, (b) expected volatility of the entity's shares, (c) expected dividends, (d) risk-free rate(s), and (e) discount for post-vesting restrictions.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 718 -SubTopic 10 -Subparagraph (f)(2) -Name Accounting Standards Codification -Paragraph 2 -Section 50 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2

+ Details
Name:us-gaap_ScheduleOfShareBasedPaymentAwardStockOptionsValuationAssumptionsTableTextBlock Namespace Prefix:us-gaap_ Data Type: dtr-types:textBlockItemType Balance Type:na Period Type:duration XML 47 R29.htm IDEA: XBRL DOCUMENT
Supplemental Cash Flows (Tables) 9 Months Ended
Sep. 30, 2024
Supplemental Cash Flow Elements [Abstract] Schedule of Cash Flow, Supplemental Disclosures
The following table provides supplemental disclosure of cash flow information (in thousands):

	Nine Months Ended September 30,	
	2024	2023
Interest payments classified as operating activities	$32,010	$1,330
Accounts payable for acquisition of property, plant and equipment	218,313	322,539
Accruals for acquisition of property, plant and equipment	307,652	191,911
Non-cash settlement of warrant liabilities	8,571	—
Corporate fixed asset retirements	1,256	—
Reclassification from other non-current assets to property, plant and equipment	1,867	9,006
Reclassification from other non-current assets to operating lease right-of-use assets	—	24,606
Accrued liabilities for debt and equity issuance costs	—	536
Non-cash settlement of paid-in-kind dividends on convertible preferred stock	—	20,431

- Definition

Tabular disclosure of supplemental cash flow information for the periods presented.

+ References

No definition available.

+ Details
Name:us-gaap_ScheduleOfCashFlowSupplementalDisclosuresTableTextBlock Namespace Prefix:us-gaap_ Data Type:dtr-types:textBlockItemType Balance Type:na Period Type:duration

- References

No definition available.

+ Details
Name:us-gaap_SupplementalCashFlowElementsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration XML 48 R30.htm IDEA: XBRL DOCUMENT
Background and Basis of Presentation (Details) $ in Thousands, t in Millions

	Sep. 30, 2024	Dec. 31, 2023
	USD ($)	USD ($)
	train	
	t	
Product Information [Line Items]		
Cash and cash equivalents	$ 38,230	$ 38,241
Rio Grande Liquefied Natural Gas Facility		
Product Information [Line Items]		
Number of liquefaction trains authorized	5	
Liquefied natural gas export authorized, mass	t	27
Number of liquefaction trains	3	
Number of liquefaction trains under development	2	

- Definition

Liquefied Natural Gas Export Authorized, Mass

+ References

No definition available.

+ Details
Name:next_LiquefiedNaturalGasExportAuthorizedMass Namespace Prefix:next_ Data Type:dtr-types:massItemType Balance Type:na Period Type:instant

- Definition

Number Of Liquefaction Trains

+ References

No definition available.

+ Details
Name:next_NumberOfLiquefactionTrains Namespace Prefix:next_ Data Type:xbrli:integerItemType Balance Type:na Period Type:instant

- Definition

Number Of Liquefaction Trains Authorized

+ References

No definition available.

+ Details
Name:next_NumberOfLiquefactionTrainsAuthorized Namespace Prefix:next_ Data Type:xbrli:integerItemType Balance Type:na Period Type:instant

- Definition

Number Of Liquefaction Trains Under Development

+ References

No definition available.

+ Details
Name:next_NumberOfLiquefactionTrainsUnderDevelopment Namespace Prefix:next_ Data Type:xbrli:integerItemType Balance Type:na Period Type:instant

- Definition

Amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Also includes short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Excludes cash and cash equivalents within disposal group and discontinued operation.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-4

+ Details
Name:us-gaap_CashAndCashEquivalentsAtCarryingValue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table.

+ References

No definition available.

+ Details
Name:us-gaap_ProductInformationLineItems Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Details
Name:srt_StatementGeographicalAxis=next_RioGrandeLiquefiedNaturalGasFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type: XML 49 R31.htm IDEA: XBRL DOCUMENT
Property, Plant and Equipment - Schedule of Property, Plant and Equipment (Details) - USD ($) $ in Thousands Sep. 30, 2024 Dec. 31, 2023 Property, Plant and Equipment [Table] Total property, plant and equipment, at cost $ 4,330,741 $ 2,438,907 Less: accumulated depreciation (1,365) (1,174) Total property, plant and equipment, net 4,329,376 2,437,733 Rio Grande LNG Facility under construction Property, Plant and Equipment [Table] Total property, plant and equipment, at cost 4,317,113 2,431,389 Corporate and other Property, Plant and Equipment [Table] Total property, plant and equipment, at cost $ 13,628 $ 7,518
- Definition

Amount of accumulated depreciation, depletion and amortization for physical assets used in the normal conduct of business to produce goods and services.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(8)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(14)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 360 -SubTopic 10 -Section 50 -Paragraph 1 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-1

+ Details
Name:us-gaap_AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount before accumulated depreciation, depletion and amortization of physical assets used in the normal conduct of business and not intended for resale. Examples include, but are not limited to, land, buildings, machinery and equipment, office equipment, and furniture and fixtures.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(13)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 360 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-1

+ Details

Name:us-gaap_PropertyPlantAndEquipmentGross Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-7A

+ Details

Name:us-gaap_PropertyPlantAndEquipmentLineItems Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount after accumulated depreciation, depletion and amortization of physical assets used in the normal conduct of business to produce goods and services and not intended for resale. Examples include, but are not limited to, land, buildings, machinery and equipment, office equipment, and furniture and fixtures.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -SubTopic 10 -Topic 360 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-7AReference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 360 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478451/942-360-50-1

+ Details

Name:us-gaap_PropertyPlantAndEquipmentNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Details

Name:us-gaap_PropertyPlantAndEquipmentByTypeAxis=us-gaap_OilAndGasPropertiesMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details

Name:us-gaap_PropertyPlantAndEquipmentByTypeAxis=us-gaap_CorporateAndOtherMember Namespace Prefix: Data Type:na Balance Type: Period Type: XML 50 R32.htm IDEA: XBRL DOCUMENT

Derivatives - Narrative (Details) - Interest Rate Swap - USD ($) $ in Millions 1 Months Ended

Jun. 30, 2024

Sep. 30, 2024

Derivative [Line Items] Derivative, maximum notional amount, increase (decrease) $ (583.1) Realized derivative gain (loss) $ 30.9 Fair Value, Inputs, Level 2 Derivative [Line Items] Derivatives $ (56.0)

- Definition

Derivative, Notional Amount, Increase (Decrease)

+ References

No definition available.

+ Details

Name:next_DerivativeNotionalAmountIncreaseDecrease Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Fair value, after the effects of master netting arrangements, of a financial liability or contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery of an asset. Includes liabilities not subject to a master netting arrangement and not elected to be offset.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (bbb)(2)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (bbb)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (bbb)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-3Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (c)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-1Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 16: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478795/946-210-50-6Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(9)(e)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5C -Subparagraph (SX 210.12-13C(Column H)(Footnote 7)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5CReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(9)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(9)(d)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5 -Subparagraph (SX 210.12-13(Column G)(Footnote 8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5C -Subparagraph (SX 210.12-13C(Column H)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5CReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5 -Subparagraph (SX 210.12-13(Column G)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5Reference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5A -Subparagraph (SX 210.12-13A(Column E)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5AReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5B -Subparagraph (SX 210.12-13B(Column E)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5BReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 320 -Name Accounting Standards Codification -Section S99 -Paragraph 5B -Subparagraph (SX 210.12-13B(Column E)(Footnote 4)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477271/946-320-S99-5BReference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483466/210-20-50-3Reference 28: http://www.xbrl.org/2003/role/exampleRef -Topic 210 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483444/210-20-55-22Reference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483444/210-20-55-10Reference 30: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-10

+ Details
Name:us-gaap_DerivativeLiabilities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 5 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480237/815-40-50-5

+ Details
Name:us-gaap_DerivativeLineItems Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Aggregate net gain and losses (whether realized or unrealized) on all derivative instruments held for trading purposes whether or not settled physically.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 45 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480463/815-10-45-9Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 815 -SubTopic 10 -Section 50 -Paragraph 4F -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-4F

+ Details
Name:us-gaap_GainLossOnDerivativeInstrumentsHeldForTradingPurposesNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Details
Name:us-gaap_DerivativeInstrumentRiskAxis=us-gaap_InterestRateSwapMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_FairValueByFairValueHierarchyLevelAxis=us-gaap_FairValueInputsLevel2Member Namespace Prefix: Data Type:na Balance Type: Period Type: XML 51 R33.htm IDEA: XBRL DOCUMENT
Derivatives - Interest Rate Swaps Outstanding (Details) - Rio Grande - Interest Rate Swap $ in Thousands Sep. 30, 2024
USD ($) Derivative [Line Items] Derivative, notional amount $ 123,000 Weighted Average Fixed Interest Rate Paid 3.40% Maximum Derivative [Line Items] Derivative, notional amount $ 7,916,900
- Definition

Fixed interest rate related to the interest rate derivative.

+ References

No definition available.

+ Details
Name:us-gaap_DerivativeFixedInterestRate Namespace Prefix:us-gaap_ Data Type:dtr-types:percentItemType Balance Type:na Period Type:instant

- Definition

Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 815 -SubTopic 40 -Name Accounting Standards Codification -Section 50 -Paragraph 5 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480237/815-40-50-5

+ Details
Name:us-gaap_DerivativeLineItems Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Nominal or face amount used to calculate payment on derivative.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 815 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-1BReference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 815 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1A -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480434/815-10-50-1A

+ Details
Name:us-gaap_DerivativeNotionalAmount Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:na Period Type:instant

- Details
Name:srt_ConsolidatedEntitiesAxis=next_RioGrandeMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_DerivativeInstrumentRiskAxis=us-gaap_InterestRateSwapMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:srt_RangeAxis=srt_MaximumMember Namespace Prefix: Data Type:na Balance Type: Period Type: XML 52 R34.htm IDEA: XBRL DOCUMENT
Leases - Narrative (Details) $ in Millions3 Months Ended9 Months Ended
Sep. 30, 2024
USD ($)
renewal_period
Sep. 30, 2023
USD ($)
Sep. 30, 2024
USD ($)
renewal_period
Sep. 30, 2023
USD ($)
Leases [Abstract] Term of contract (in years)30 years 30 years Number of consecutive renewal term | renewal_period2 2 Renewal term (in years)10 years 10 years Operating lease costs | $$ 2.6$ 2.6$ 8.2$ 3.3
- Definition

Lessee, Operating Lease, Number Of Consecutive Renewal Term

+ References

No definition available.

+ Details
Name:next_LesseeOperatingLeaseNumberOfConsecutiveRenewalTerm Namespace Prefix:next_ Data Type:xbrli:integerItemType Balance Type:na Period Type: instant

- References

No definition available.

+ Details
Name:us-gaap_LeasesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Term of lessee's operating lease renewal, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents reported fact of one year, five months, and thirteen days.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-3

+ Details

Name:us-gaap_LesseeOperatingLeaseRenewalTerm Namespace Prefix:us-gaap_ Data Type:xbrli:durationItemType Balance Type:na Period Type:instant

- Definition

Term of lessee's operating lease, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents reported fact of one year, five months, and thirteen days.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-3

+ Details

Name:us-gaap_LesseeOperatingLeaseTermOfContract Namespace Prefix:us-gaap_ Data Type:xbrli:durationItemType Balance Type:na Period Type:instant

- Definition

Amount of single lease cost, calculated by allocation of remaining cost of lease over remaining lease term. Includes, but is not limited to, single lease cost, after impairment of right-of-use asset, calculated by amortization of remaining right-of-use asset and accretion of lease liability.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 53 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479589/842-20-55-53Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-4

+ Details

Name:us-gaap_OperatingLeaseCost Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration XML 53 R35.htm IDEA: XBRL DOCUMENT

Leases - Maturity of Operating Leases (Details) $ in Thousands Sep. 30, 2024

USD ($)

Leases [Abstract] 2024 (remaining) $ 1,912 2025 7,623 2026 9,522 2027 9,565 2028 9,609 Thereafter 199,242 Total undiscounted lease payments 237,473 Discount to present value (89,998) Present value of lease liabilities $ 147,475 Weighted average remaining lease term - years 27 years Weighted average discount rate - percent 4.10%

- Definition

Lessee, Operating Lease, Liability, To Be Paid, After Year Four

+ References

No definition available.

+ Details

Name:next_LesseeOperatingLeaseLiabilityToBePaidAfterYearFour Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_LeasesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of lessee's undiscounted obligation for lease payment for operating lease.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-6

+ Details

Name:us-gaap_LesseeOperatingLeaseLiabilityPaymentsDue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of lessee's undiscounted obligation for lease payment for operating lease to be paid in next fiscal year following current fiscal year. Excludes interim and annual periods when interim periods are reported from current statement of financial position date (rolling approach).

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-6

+ Details

Name:us-gaap_LesseeOperatingLeaseLiabilityPaymentsDueNextTwelveMonths Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of lessee's undiscounted obligation for lease payment for operating lease to be paid in fourth fiscal year following current fiscal year. Excludes interim and annual periods when interim periods are reported from current statement of financial position date (rolling approach).

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-6

+ Details

Name:us-gaap_LesseeOperatingLeaseLiabilityPaymentsDueYearFour Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of lessee's undiscounted obligation for lease payment for operating lease to be paid in third fiscal year following current fiscal year. Excludes interim and annual periods when interim periods are reported from current statement of financial position date (rolling approach).

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-6

+ Details

Name:us-gaap_LesseeOperatingLeaseLiabilityPaymentsDueYearThree Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of lessee's undiscounted obligation for lease payment for operating lease to be paid in second fiscal year following current fiscal year. Excludes interim and annual periods when interim periods are reported from current statement of financial position date (rolling approach).

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-6

+ Details

Name:us-gaap_LesseeOperatingLeaseLiabilityPaymentsDueYearTwo Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of lessee's undiscounted obligation for lease payment for operating lease having initial or remaining lease term in excess of one year to be paid in remainder of current fiscal year.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-6

+ Details

Name:us-gaap_LesseeOperatingLeaseLiabilityPaymentsRemainderOfFiscalYear Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of lessee's undiscounted obligation for lease payments in excess of discounted obligation for lease payments for operating lease.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-6

+ Details

Name:us-gaap_LesseeOperatingLeaseLiabilityUndiscountedExcessAmount Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Present value of lessee's discounted obligation for lease payments from operating lease.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1

+ Details

Name:us-gaap_OperatingLeaseLiability Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Weighted average discount rate for operating lease calculated at point in time.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 53 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479589/842-20-55-53Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (g)(4) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-4

+ Details

Name:us-gaap_OperatingLeaseWeightedAverageDiscountRatePercent Namespace Prefix:us-gaap_ Data Type:dtr-types:percentItemType Balance Type:na Period Type:instant

- Definition

Weighted average remaining lease term for operating lease, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents reported fact of one year, five months, and thirteen days.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 53 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479589/842-20-55-53Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (g)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-4

+ Details

Name:us-gaap_OperatingLeaseWeightedAverageRemainingLeaseTerm1 Namespace Prefix:us-gaap_ Data Type:xbrli:durationItemType Balance Type:na Period Type:instant XML 54 R36.htm IDEA: XBRL DOCUMENT
Leases - Lease Expense (Details) - USD ($) $ in Thousands9 Months Ended
Sep. 30, 2024
Sep. 30, 2023
Leases [Abstract] Operating cash flows for amounts paid included in the measurement of operating lease liabilities$ 6,126$ 968Noncash right-of-use assets recorded for operating lease liabilities during the period$ 0$ 147,829

- References

No definition available.

+ Details

Name:us-gaap_LeasesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of cash outflow from operating lease, excluding payments to bring another asset to condition and location necessary for its intended use.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 5 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-5Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (g)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-4

+ Details

Name:us-gaap_OperatingLeasePayments Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of increase in right-of-use asset obtained in exchange for operating lease liability.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 53 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479589/842-20-55-53Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (g)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-4

+ Details

Name:us-gaap_RightOfUseAssetObtainedInExchangeForOperatingLeaseLiability Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration XML 55 R37.htm IDEA: XBRL DOCUMENT

Accrued Liabilities and Other Current Liabilities - Schedule of Accrued Liabilities and Other Current Liabilities (Details) - USD ($) $ in Thousands | Sep. 30, 2024 | Dec. 31, 2023

Accrued Liabilities and Other Liabilities [Abstract] | |
Rio Grande LNG Facility costs | $ 307,652 | $ 268,821
Accrued interest | 4,081 | 20,392
Employee compensation expense | 11,008 | 9,270
Professional services | 5,400 | 0
Other accrued liabilities | 2,888 | 7,632
Total accrued and other current liabilities | $ 331,029 | $ 306,115

- Definition

The amount of transaction costs deferred under business acquisition.

+ References

No definition available.

+ Details

Name:next_BusinessAcquisitionDeferredTransactionCostsCurrent Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of expenses incurred but not yet paid nor invoiced, and liabilities classified as other.

+ References

No definition available.

+ Details

Name:us-gaap_AccruedLiabilitiesAndOtherLiabilities Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_AccruedLiabilitiesAndOtherLiabilitiesAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Carrying value as of the balance sheet date of obligations incurred through that date and payable for professional fees, such as for legal and accounting services received. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_AccruedProfessionalFeesCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Total of the carrying values as of the balance sheet date of obligations incurred through that date and payable for obligations related to services received from employees, such as accrued salaries and bonuses, payroll taxes and fringe benefits. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_EmployeeRelatedLiabilitiesCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Carrying value as of the balance sheet date of [accrued] interest payable on all forms of debt, including trade payables, that has been incurred and is unpaid. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_InterestPayableCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of expenses incurred but not yet paid classified as other, due within one year or the normal operating cycle, if longer.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_OtherAccruedLiabilitiesCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant XML 56 R38.htm IDEA: XBRL DOCUMENT

Debt - Schedule of Debt (Details) - USD ($) $ in Thousands Sep. 30, 2024 Dec. 31, 2023 Debt Instrument [Line Items] Total debt $ 3,366,890 $ 1,850,000 Unamortized debt issuance costs (51,740) (33,699) Total debt, net 3,315,150 1,816,301 CD Senior Working Capital Facility Debt Instrument [Line Items] Total debt 0 0 CD Credit Facility Debt Instrument [Line Items] Total debt 522,000 484,000 TCF Credit Facility Debt Instrument [Line Items] Total debt 178,000 59,000 Corporate Credit Facility Debt Instrument [Line Items] Total debt 54,890 0 Senior Secured Notes Debt Instrument [Line Items] Total debt $ 2,005,000 700,000 Senior Secured Notes | Senior Secured Notes Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage 6.67% Total debt $ 700,000 700,000 Senior Secured Notes | 6.85% Senior Secured Notes Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage 6.85% Total debt $ 190,000 0 Senior Secured Notes | 6.58% Senior Secured Notes Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage 6.58% Total debt $ 1,115,000 0 Senior Secured Loans Debt Instrument [Line Items] Total debt $ 607,000 607,000 Senior Secured Loans | 6.72% Senior Secured Loans Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage 6.72% Total debt $ 356,000 356,000 Senior Secured Loans | 7.11% Senior Secured Loans Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage 7.11% Total debt $ 251,000 251,000 Senior Secured Notes and Loans Debt Instrument [Line Items] Total debt $ 2,612,000 $ 1,307,000

- Definition

Amount, before unamortized (discount) premium and debt issuance costs, of long-term debt. Includes, but is not limited to, notes payable, bonds payable, commercial loans, mortgage loans, convertible debt, subordinated debt and other types of debt.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -SubTopic 10 -Topic 210 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(16)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (b)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-4

+ Details

Name:us-gaap_DebtInstrumentCarryingAmount Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Contractual interest rate for funds borrowed, under the debt agreement.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)(a)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1B

+ Details

Name:us-gaap_DebtInstrumentInterestRateStatedPercentage Namespace Prefix:us-gaap_ Data Type:dtr-types:percentItemType Balance Type:na Period Type:instant

- Definition

Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 55 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482949/835-30-55-8Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(f)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-04(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-3Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 5: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69B -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69BReference 6: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69C -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69CReference 7: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69E -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69EReference 8: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69F -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69FReference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 11: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (h) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1I -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1IReference 26: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-2Reference 27: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482900/835-30-50-1

+ Details
Name:us-gaap_DebtInstrumentLineItems Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount, before accumulated amortization, of debt issuance costs classified as noncurrent. Includes, but is not limited to, legal, accounting, underwriting, printing, and registration costs.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-2Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482900/835-30-50-1

+ Details
Name:us-gaap_DeferredFinanceCostsNoncurrentGross Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount, after deduction of unamortized premium (discount) and debt issuance cost, of long-term debt classified as noncurrent. Excludes lease obligation.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details
Name:us-gaap_LongTermDebtNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Details
Name:us-gaap_CreditFacilityAxis=next_CdSeniorWorkingCapitalFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_CreditFacilityAxis=next_CdCreditFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_CreditFacilityAxis=next_TcfCreditFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_CreditFacilityAxis=next_CorporateCreditFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_LongtermDebtTypeAxis=next_SeniorSecuredNotesMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_DebtInstrumentAxis=next_SeniorSecuredNotesMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_DebtInstrumentAxis=next_A6.85SeniorSecuredNotesMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_DebtInstrumentAxis=next_A6.58SeniorSecuredNotesMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_LongtermDebtTypeAxis=next_SeniorSecuredLoansMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_DebtInstrumentAxis=next_A6.72SeniorSecuredLoansMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_DebtInstrumentAxis=next_A7.11SeniorSecuredLoansMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_LongtermDebtTypeAxis=next_SeniorSecuredNotesAndLoansMember Namespace Prefix: Data Type:na Balance Type: Period Type: XML 57 R39.htm IDEA: XBRL DOCUMENT
Debt - Narrative (Details) $ in Thousands3 Months Ended9 Months Ended
Sep. 30, 2024
USD ($)
d
Sep. 30, 2023
USD ($)
Sep. 30, 2024
USD ($)
d
Sep. 30, 2023
USD ($)
Debt Instrument [Line Items] Loss on debt extinguishment$ 0$ 0$ 47,573$ 0Corporate Credit Facility Debt Instrument [Line Items] Debt instrument, term, threshold past liquefaction train final investment decision | d10 10 CD Credit Facility Debt Instrument [Line Items] Extinguishment of debt, amount $ 1,282,000 Loss on debt extinguishment $ 47,600 Senior Secured Notes | Senior Secured Notes Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage6.67% 6.67% 6.85% Senior Secured Notes | Senior Secured Notes Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage6.85% 6.85% 6.58% Senior Secured Notes | Senior Secured Notes Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage6.58% 6.58% 6.72% Senior Secured Loans | Senior Secured Loans Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage6.72% 6.72% 7.11% Senior Secured Loans | Senior Secured Loans Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage7.11% 7.11% Rio Grande | CD Credit Facility and TCF Credit Facility Debt Instrument [Line Items] Debt instrument, covenant, minimum percentage of projected principal amount outstanding be hedged75.00% 75.00% Debt instrument, covenant, historical debt service coverage ratio, minimum 1.10 Rio Grande | Senior Secured Notes Debt Instrument [Line Items] Debt instrument, covenant, repurchase price, percentage101.00% 101.00% Rio Grande | Senior Secured Notes | Senior Secured Notes Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage6.67% 6.67% Rio Grande | 6.85% Senior Secured Notes | Senior Secured Notes Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage6.85% 6.85% Rio Grande | 6.58% Senior Secured Notes | Senior Secured Notes Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage6.58% 6.58% Rio Grande | 6.72% Senior Secured Loans | Senior Secured Loans Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage6.72% 6.72% Rio Grande | 7.11% Senior Secured Loans | Senior Secured Loans Debt Instrument [Line Items] Debt instrument, interest rate, stated percentage7.11% 7.11%

- Definition

Requirement for minimum historical debt service coverage ratio under debt instrument.

+ References

No definition available.

+ Details
Name:next_DebtInstrumentCovenantHistoricalDebtServiceCoverageRatioMinimum Namespace Prefix:next_ Data Type:xbrli:pureItemType Balance Type:na Period Type:duration

- Definition

Represents minimum percentage of projected principal amount outstanding to be hedged required by debt instrument.

+ References

No definition available.

+ Details
Name:next_DebtInstrumentCovenantMinimumPercentageOfProjectedPrincipalAmountOutstandingBeHedged Namespace Prefix:next_ Data Type: dtr-types1:percentItemType Balance Type:na Period Type:instant

- Definition

Represents repurchase price to repurchasing debt as a percentage under debt instrument.

+ References

No definition available.

+ Details
Name:next_DebtInstrumentCovenantRepurchasePricePercentage Namespace Prefix:next_ Data Type:dtr-types1:percentItemType Balance Type:na Period Type: instant

- Definition

Debt Instrument, Term, Threshold Past Liquefaction Train Final Investment Decision

+ References

No definition available.

+ Details
Name:next_DebtInstrumentTermThresholdPastLiquefactionTrainFinalInvestmentDecision Namespace Prefix:next_ Data Type:xbrli:integerItemType Balance Type:na Period Type:instant

- Definition

Contractual interest rate for funds borrowed, under the debt agreement.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)(a)(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1B

+ Details
Name:us-gaap_DebtInstrumentInterestRateStatedPercentage Namespace Prefix:us-gaap_ Data Type:dtr-types:percentItemType Balance Type:na Period Type:instant

- Definition

Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 55 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482949/835-30-55-8Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(f)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-04(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-3Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 5: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69B -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69BReference 6: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69C -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69CReference 7: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69E -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69EReference 8: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69F -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69FReference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 11: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (h) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -

Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1I -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1IReference 26: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-2Reference 27: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482900/835-30-50-1

+ Details
Name:us-gaap_DebtInstrumentLineItems Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Gross amount of debt extinguished.

+ References

No definition available.

+ Details
Name:us-gaap_ExtinguishmentOfDebtAmount Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Difference between the fair value of payments made and the carrying amount of debt which is extinguished prior to maturity.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (b) -SubTopic 10 -Topic 230 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 470 -SubTopic 50 -Section 40 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481303/470-50-40-2Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 470 -SubTopic 50 -Section 40 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481303/470-50-40-4

+ Details
Name:us-gaap_GainsLossesOnExtinguishmentOfDebt Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Details
Name:us-gaap_CreditFacilityAxis=next_CorporateCreditFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type:
- Details
Name:us-gaap_CreditFacilityAxis=next_CdCreditFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type:
- Details
Name:us-gaap_DebtInstrumentAxis=next_SeniorSecuredNotesMember Namespace Prefix: Data Type:na Balance Type: Period Type:
- Details
Name:us-gaap_LongtermDebtTypeAxis=next_SeniorSecuredNotesMember Namespace Prefix: Data Type:na Balance Type: Period Type:
- Details
Name:us-gaap_DebtInstrumentAxis=next_A6.85SeniorSecuredNotesMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_DebtInstrumentAxis=next_A6.58SeniorSecuredNotesMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_DebtInstrumentAxis=next_A6.72SeniorSecuredLoansMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_LongtermDebtTypeAxis=next_SeniorSecuredLoansMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_DebtInstrumentAxis=next_A7.11SeniorSecuredLoansMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:srt_ConsolidatedEntitiesAxis=next_RioGrandeMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details
Name:us-gaap_CreditFacilityAxis=next_CdCreditFacilityAndTcfCreditFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type: XML 58 R40.htm
IDEA: XBRL DOCUMENT
Debt - Schedule of Credit Facilities Outstanding (Details) $ in Thousands9 Months Ended
Sep. 30, 2024
USD ($)
CD Senior Working Capital Facility Total Facility Size$ 500,000Outstanding balance0Letters of credit issued174,925Available commitment$ 325,075Interest rate on outstanding balance2.25%Commitment fees on undrawn balance0.68%CD Credit Facility Total Facility Size$ 8,448,000Outstanding balance522,000Letters of credit issued0Available commitment$ 7,926,000Interest rate on outstanding balance2.25%Commitment fees on undrawn balance0.68%TCF Credit Facility Total Facility Size$ 800,000Outstanding balance178,000Letters of credit issued0Available commitment$ 622,000Interest rate on outstanding balance2.25%Commitment fees on undrawn balance0.68%Corporate Credit Facility Total Facility Size$ 62,500Outstanding balance54,890Letters of credit issued0Available commitment$ 7,610Interest rate on outstanding balance4.50%Commitment fees on undrawn balance1.35%

- Definition

Percentage points added to the reference rate to compute the variable rate on the debt instrument.

+ References

No definition available.

+ Details
Name:us-gaap_DebtInstrumentBasisSpreadOnVariableRate1 Namespace Prefix:us-gaap_ Data Type:dtr-types:percentItemType Balance Type:na Period Type:duration

- Definition

The total amount of the contingent obligation under letters of credit outstanding as of the reporting date.

+ References

No definition available.

+ Details
Name:us-gaap_LettersOfCreditOutstandingAmount Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

The carrying value as of the balance sheet date of the current and noncurrent portions of long-term obligations drawn from a line of credit, which is a bank's commitment to make loans up to a specific amount. Examples of items that might be included in the application of this element may consist of letters of credit, standby letters of credit, and revolving credit arrangements, under which borrowings can be made up to a maximum amount as of any point in time conditional on satisfaction of specified terms before, as of and after the date of drawdowns on the line. Includes short-term obligations that would normally be classified as current liabilities but for which (a) postbalance sheet date issuance of a long term obligation to refinance the short term obligation on a long term basis, or (b) the enterprise has entered into a financing agreement that clearly permits the enterprise to refinance the short-term obligation on a long term basis and the following conditions are met (1) the agreement does not expire within 1 year and is not cancelable by the lender except for violation of an objectively determinable provision, (2) no violation exists at the BS date, and (3) the lender has entered into the financing agreement is expected to be financially capable of honoring the agreement.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -SubTopic 10 -Topic 210 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(16)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(16)(a)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1

+ Details
Name:us-gaap_LineOfCredit Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

The fee, expressed as a percentage of the line of credit facility, for the line of credit facility regardless of whether the facility has been used.

+ References

No definition available.

+ Details
Name:us-gaap_LineOfCreditFacilityCommitmentFeePercentage Namespace Prefix:us-gaap_ Data Type:dtr-types:percentItemType Balance Type:na Period Type:duration

- Definition

Maximum borrowing capacity under the credit facility without consideration of any current restrictions on the amount that could be borrowed or the amounts currently outstanding under the facility.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_LineOfCreditFacilityMaximumBorrowingCapacity Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: instant

- Definition

Amount of borrowing capacity currently available under the credit facility (current borrowing capacity less the amount of borrowings outstanding).

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 6 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-6Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)(b)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_LineOfCreditFacilityRemainingBorrowingCapacity Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: instant

- Details

Name:us-gaap_CreditFacilityAxis=next_CdSeniorWorkingCapitalFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details

Name:us-gaap_CreditFacilityAxis=next_CdCreditFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details

Name:us-gaap_CreditFacilityAxis=next_TcfCreditFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details

Name:us-gaap_CreditFacilityAxis=next_CorporateCreditFacilityMember Namespace Prefix: Data Type:na Balance Type: Period Type: XML 59 R41.htm IDEA: XBRL DOCUMENT

Debt - Schedule of Maturities of Long-term Debt (Details) $ in Thousands Sep. 30, 2024 USD ($)

Debt Disclosure [Abstract] 2024 - 2025$ 0202654,8902027 - 20280Thereafter 3,312,000Total$ 3,366,890

- Definition

Long-Term Debt, Maturity, Remainder Of Fiscal Year And Year One

+ References

No definition available.

+ Details

Name:next_LongTermDebtMaturityRemainderOfFiscalYearAndYearOne Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type: instant

- References

No definition available.

+ Details

Name:us-gaap_DebtDisclosureAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount, after deduction of unamortized premium (discount) and debt issuance cost, of long-term debt. Excludes lease obligation.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -

SubTopic 10 -Topic 210 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 55 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482949/835-30-55-8Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(16)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69B -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69BReference 5: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69C -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69CReference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 7: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(16)(a)(2)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (b)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-4

+ Details

Name:us-gaap_LongTermDebt Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of long-term debt payable, sinking fund requirement, and other securities issued that are redeemable by holder at fixed or determinable price and date, maturing in fourth and fifth fiscal year following current fiscal year. Excludes interim and annual periods when interim periods are reported from current statement of financial position date (rolling approach).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -SubTopic 10 -Topic 470 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-1Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1E

+ Details

Name:us-gaap_LongTermDebtMaturingInYearsFourAndFive Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of long-term debt payable, sinking fund requirement, and other securities issued that are redeemable by holder at fixed or determinable price and date, maturing after fifth fiscal year following current fiscal year. Excludes interim and annual periods when interim periods are reported from current statement of financial position date (rolling approach).

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-04(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-3Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -SubTopic 10 -Topic 470 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-1Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1E

+ Details

Name:us-gaap_LongTermDebtMaturitiesRepaymentsOfPrincipalAfterYearFive Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of long-term debt payable, sinking fund requirement, and other securities issued that are redeemable by holder at fixed or determinable price and date, maturing in third fiscal year following current fiscal year. Excludes interim and annual periods when interim periods are reported from current statement of financial position date (rolling approach).

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-04(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-3Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -SubTopic 10 -Topic 470 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481544/470-10-50-1

+ Details

Name:us-gaap_LongTermDebtMaturitiesRepaymentsOfPrincipalInYearThree Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant XML 60 R42.htm IDEA: XBRL DOCUMENT

Debt - Schedule of Interest Expense (Details) - USD ($) $ in Thousands3 Months Ended9 Months Ended

Sep. 30, 2024
Sep. 30, 2023
Sep. 30, 2024
Sep. 30, 2023

Debt Disclosure [Abstract] — Interest per contractual rate$ 51,349$ 16,169$ 134,636$ 16,169Amortization of debt issuance costs16,15425,67049,06925,670Other interest costs97802,1330Total interest cost68,48141,839185,83841,839Capitalized interest(52,576)(9,303)(118,424)(9,303)Total interest expense, net of capitalized interest$ 15,905$ 32,536$ 67,414$ 32,536

- Definition

Amount of amortization expense attributable to debt issuance costs.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 28 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-28Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-3

+ Details
Name:us-gaap_AmortizationOfFinancingCosts Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- References

No definition available.

+ Details
Name:us-gaap_DebtDisclosureAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of interest costs capitalized disclosed as an adjusting item to interest costs incurred.

+ References

No definition available.

+ Details
Name:us-gaap_InterestCostsCapitalizedAdjustment Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Total interest costs incurred during the period and either capitalized or charged against earnings.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 835 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483013/835-20-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 835 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483013/835-20-50-1

+ Details
Name:us-gaap_InterestCostsIncurred Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of interest expense classified as operating and nonoperating. Includes, but is not limited to, cost of borrowing accounted for as interest expense.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 49 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-49Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name

Accounting Standards Codification -Section 50 -Paragraph 24 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-24Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 835 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483013/835-20-50-1

+ Details

Name:us-gaap_InterestExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Represents the portion of interest incurred in the period on debt arrangements that was charged against earnings, excluding amortization of debt discount (premium) and financing costs.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 220 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 2 -Subparagraph (SX 210.5-03(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483621/220-10-S99-2Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69E -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69EReference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69F -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69FReference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1F

+ Details

Name:us-gaap_InterestExpenseDebtExcludingAmortization Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of interest expense classified as other.

+ References

No definition available.

+ Details

Name:us-gaap_InterestExpenseOther Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration XML 61 R43.htm IDEA: XBRL DOCUMENT

Debt - Carrying Amount and Fair Value of Debt (Details) - USD ($) $ in Thousands Sep. 30, 2024 Dec. 31, 2023 Debt Instrument [Line Items] Carrying Amount $ 3,366,890 $ 1,850,000 Senior Secured Notes Debt Instrument [Line Items] Carrying Amount 2,005,000 700,000 Estimated Fair Value 2,064,852 743,593 Senior Secured Loans Debt Instrument [Line Items] Carrying Amount 607,000 607,000 Estimated Fair Value $ 631,976 $ 632,998

- Definition

Amount, before unamortized (discount) premium and debt issuance costs, of long-term debt. Includes, but is not limited to, notes payable, bonds payable, commercial loans, mortgage loans, convertible debt, subordinated debt and other types of debt.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -SubTopic 10 -Topic 210 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(16)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 4 -Subparagraph (b)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-4

+ Details

Name:us-gaap_DebtInstrumentCarryingAmount Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 55 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482949/835-30-55-8Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(f)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 3 -Subparagraph (SX 210.12-04(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-3Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 5: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69B -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69BReference 6: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69C -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69CReference 7: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69E -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69EReference 8: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 55 -Paragraph 69F -Publisher FASB -URI https://asc.fasb.org/1943274/2147481568/470-20-55-69FReference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 11: http://www.xbrl.org/2003/role/exampleRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1B -Subparagraph (h) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1BReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-

1DReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1D -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1DReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1E -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1EReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1F -Subparagraph (b)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1FReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 1I -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481139/470-20-50-1IReference 26: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-2Reference 27: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482900/835-30-50-1

+ Details

Name:us-gaap_DebtInstrumentLineItems Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The fair value amount of long-term debt whether such amount is presented as a separate caption or as a parenthetical disclosure. Additionally, this element may be used in connection with the fair value disclosures required in the footnote disclosures to the financial statements. The element may be used in both the balance sheet and disclosure in the same submission.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (bbb)(2)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (bbb)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2Reference 4: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 820 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (bbb)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482106/820-10-50-2

+ Details

Name:us-gaap_LongTermDebtFairValue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Details

Name:us-gaap_LongtermDebtTypeAxis=next_SeniorSecuredNotesMember Namespace Prefix: Data Type:na Balance Type: Period Type:

- Details

Name:us-gaap_LongtermDebtTypeAxis=next_SeniorSecuredLoansMember Namespace Prefix: Data Type:na Balance Type: Period Type: XML 62 R44.htm IDEA: XBRL DOCUMENT

Variable Interest Entity (Details) - USD ($) $ in Thousands Sep. 30, 2024 Dec. 31, 2023 Current assets: Cash and cash equivalents $ 38,230 $ 38,241 Derivatives 4,253 17,958 Prepaid expenses and other current assets 1,322 2,089 Total current assets 271,373 314,525 Property, plant and equipment, net 4,329,376 2,437,733 Operating lease right-of-use assets 167,168 170,827 Deferred financing fees 340,488 389,695 Other non-current assets 15,557 11,021 Total assets 5,123,962 3,323,801 Current liabilities: Accounts payable 224,358 243,129 Accrued and other current liabilities 331,029 306,115 Operating leases 2,887 3,143 Total current liabilities 558,274 552,387 Operating leases 144,588 145,962 Derivatives 60,219 66,899 Debt, net 3,315,150 1,816,301 Total liabilities 4,078,231 2,583,367 Rio Grande Current assets: Cash and cash equivalents 227,568 256,237 Derivatives 4,253 17,958 Prepaid expenses and other current assets 700 1,081 Total current assets 232,521 274,303 Property, plant and equipment, net 4,315,233 2,428,583 Operating lease right-of-use assets 154,531 157,053 Deferred financing fees 338,454 389,695 Other non-current assets 15,407 9,374 Total assets 5,056,146 3,259,008 Current liabilities: Accounts payable 221,954 238,582 Accrued and other current liabilities 316,091 288,779 Operating leases 2,625 2,554 Total current liabilities 540,670 529,915 Operating leases 129,924 131,901 Derivatives 60,219 66,899 Debt, net 3,260,260 1,816,301 Total liabilities $ 3,991,073 $ 2,545,016

- Definition

Carrying value as of the balance sheet date of liabilities incurred (and for which invoices have typically been received) and payable to vendors for goods and services received that are used in an entity's business. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)(a)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10

+ Details

Name:us-gaap_AccountsPayableCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Carrying value as of the balance sheet date of obligations incurred and payable, pertaining to costs that are statutory in nature, are incurred on contractual obligations, or accumulate over time and for which invoices have not yet been received or will not be rendered. Examples include taxes, interest, rent and utilities. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_AccruedLiabilitiesCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of asset recognized for present right to economic benefit.

+ References

Reference 1: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 48 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-48Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 49 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482785/280-10-55-49Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 5: http://fasb.org/us-gaap/role/ref/otherTransitionRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 12: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 13: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(12)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(18)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 18: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 19: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-

10-S99-1BReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 28: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 29: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30Reference 30: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 942 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.9-03(11)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478546/942-210-S99-1

+ Details

Name:us-gaap_Assets Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of asset recognized for present right to economic benefit, classified as current.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 6: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 10: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 17: http://www.xbrl.org/2003/role/disclosureRef -

Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 20: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7

+ Details

Name:us-gaap_AssetsCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_AssetsCurrentAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Also includes short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Excludes cash and cash equivalents within disposal group and discontinued operation.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(1)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/exampleRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -

SubTopic 10 -Section 45 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-4

+ Details

Name:us-gaap_CashAndCashEquivalentsAtCarryingValue Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount, after accumulated amortization, of debt issuance costs classified as noncurrent. Includes, but is not limited to, legal, accounting, underwriting, printing, and registration costs.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 1A -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-1AReference 2: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482925/835-30-45-2Reference 3: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 835 -SubTopic 30 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482900/835-30-50-1

+ Details

Name:us-gaap_DeferredFinanceCostsNoncurrentNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Fair value, after the effects of master netting arrangements, of a financial asset or other contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery of an asset, expected to be settled within one year or normal operating cycle, if longer. Includes assets not subject to a master netting arrangement and not elected to be offset.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483466/210-20-50-3

+ Details

Name:us-gaap_DerivativeAssetsCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Fair value, after the effects of master netting arrangements, of a financial liability or contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery of an asset, expected to be settled after one year or the normal operating cycle, if longer. Includes assets not subject to a master netting arrangement and not elected to be offset.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147483466/210-20-50-3

+ Details

Name:us-gaap_DerivativeLiabilitiesNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of liability recognized for present obligation requiring transfer or otherwise providing economic benefit to others.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -SubTopic 10 -Topic 210 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(20)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(24)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 4: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(19)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 5: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(25)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 6: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(26)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 7: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(23)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 8: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(21)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 15: http://www.xbrl.org/2003/role/exampleRef -Topic 946 -SubTopic 830 -Name Accounting Standards Codification -Section 55 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147479168/946-830-55-12Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 946 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.6-04(14)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479170/946-210-S99-1Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 18: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 27: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 28: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 29: http://www.xbrl.org/2003/role/exampleRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 30 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-30

+ Details

Name:us-gaap_Liabilities *Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant*

- Definition

Total obligations incurred as part of normal operations that are expected to be paid during the following twelve months or within one business cycle, if longer.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(21)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481231/810-10-45-25Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 810 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (bb) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481203/810-10-50-3Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 235 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(g)(1)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 323 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 3 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481687/323-10-50-3Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 825 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 28 -Subparagraph (f) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482907/825-10-50-28Reference 8: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483467/210-10-45-5Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 11: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(ii)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1A -Subparagraph (SX 210.13-01(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1AReference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(i)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(A)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iii)(B)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(4)(iv)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 470 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1B -Subparagraph (SX 210.13-02(a)(5)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480097/470-10-S99-1BReference 20: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7Reference 21: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 7 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147481404/852-10-50-7

+ Details

Name:us-gaap_LiabilitiesCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- References

No definition available.

+ Details

Name:us-gaap_LiabilitiesCurrentAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount, after deduction of unamortized premium (discount) and debt issuance cost, of long-term debt classified as noncurrent. Excludes lease obligation.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(22)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_LongTermDebtNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Present value of lessee's discounted obligation for lease payments from operating lease, classified as current.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1

+ Details

Name:us-gaap_OperatingLeaseLiabilityCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Present value of lessee's discounted obligation for lease payments from operating lease, classified as noncurrent.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1

+ Details

Name:us-gaap_OperatingLeaseLiabilityNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:instant

- Definition

Amount of lessee's right to use underlying asset under operating lease.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 45 -Paragraph 1 -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479041/842-20-45-1

+ Details

Name:us-gaap_OperatingLeaseRightOfUseAsset Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of noncurrent assets classified as other.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(17)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_OtherAssetsNoncurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount of asset related to consideration paid in advance for costs that provide economic benefits in future periods, and amount of other assets that are expected to be realized or consumed within one year or the normal operating cycle, if longer.

+ References

Reference 1: http://www.xbrl.org/2009/role/commonPracticeRef -Topic 210 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.5-02(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480566/210-10-S99-1

+ Details

Name:us-gaap_PrepaidExpenseAndOtherAssetsCurrent Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Definition

Amount after accumulated depreciation, depletion and amortization of physical assets used in the normal conduct of business to produce goods and services and not intended for resale. Examples include, but are not limited to, land, buildings, machinery and equipment, office equipment, and furniture and fixtures.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 50 -Paragraph 1 -SubTopic 10 -Topic 360 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482099/360-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 842 -SubTopic 20 -Name Accounting Standards Codification -Section 50 -Paragraph 7A -Subparagraph (a) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478964/842-20-50-7AReference 3: http://www.xbrl.org/2003/role/exampleRef -Topic 852 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147481372/852-10-55-10Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 210 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-03(a)(8)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147478777/944-210-S99-1Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 942 -SubTopic 360 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Publisher FASB -URI https://asc.fasb.org/1943274/2147478451/942-360-50-1

+ Details
Name:us-gaap_PropertyPlantAndEquipmentNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:instant

- Details
Name:srt_ConsolidatedEntitiesAxis=next_RioGrandeMember Namespace Prefix: Data Type:na Balance Type: Period Type: XML 63 R45.htm IDEA: XBRL DOCUMENT
Net Loss Per Share (Details) - shares shares in Thousands3 Months Ended9 Months Ended
Sep. 30, 2024
Sep. 30, 2023
Sep. 30, 2024
Sep. 30, 2023
Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items] Total potentially dilutive common shares (in shares)8,07309,1123,589
Unvested stock and stock units Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items] Total potentially dilutive common shares (in shares)7,62708,1902,133Common stock warrants Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items] Total potentially dilutive common shares (in shares)44609221,456
- Definition

Securities (including those issuable pursuant to contingent stock agreements) that could potentially dilute basic earnings per share (EPS) or earnings per unit (EPU) in the future that were not included in the computation of diluted EPS or EPU because to do so would increase EPS or EPU amounts or decrease loss per share or unit amounts for the period presented.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 260 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (c) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482662/260-10-50-1

+ Details
Name:us-gaap_AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareAmount Namespace Prefix:us-gaap_ Data Type:xbrli:sharesItemType Balance Type:na Period Type:duration

- Definition

Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table.

+ References

No definition available.

+ Details
Name:us-gaap_AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareLineItems Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Details
Name:us-gaap_AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareByAntidilutiveSecuritiesAxis=next_UnvestedStockMember Namespace Prefix: Data Type:na Balance Type: Period Type:
- Details
Name:us-gaap_AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareByAntidilutiveSecuritiesAxis=next_CommonStockWarrantsMember Namespace Prefix: Data Type:na Balance Type: Period Type: XML 64 R46.htm IDEA: XBRL DOCUMENT
Share-based Compensation - Narrative (Details) - USD ($) $ / shares in Units, $ in Millions3 Months Ended9 Months Ended
Sep. 30, 2024
Sep. 30, 2023
Sep. 30, 2024
Sep. 30, 2023
Share-Based Payment Arrangement [Abstract] Options granted, exercise price (in usd per share)$ 10.00 Grant date fair value (in usd per share)$ 2.69 Share-based payment arrangement, expense$ 5.0$ 9.7$ 13.8$ 22.1
- Definition

Amount of expense for award under share-based payment arrangement. Excludes amount capitalized.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SAB Topic 14.F) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479830/718-10-S99-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (b)(1)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2

+ Details
Name:us-gaap_AllocatedShareBasedCompensationExpense Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- References

No definition available.

+ Details
Name:us-gaap_DisclosureOfCompensationRelatedCostsSharebasedPaymentsAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

The weighted average grant-date fair value of options granted during the reporting period as calculated by applying the disclosed option pricing methodology.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph

(d)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2

+ Details
Name:us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardOptionsGrantsInPeriodWeightedAverageGrantDateFairValue Namespace Prefix: us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:duration

- Definition

Weighted average per share amount at which grantees can acquire shares of common stock by exercise of options.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(1)(iv)(01) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2

+ Details
Name:us-gaap_ShareBasedCompensationArrangementsByShareBasedPaymentAwardOptionsGrantsInPeriodWeightedAverageExercisePrice Namespace Prefix: us-gaap_ Data Type:dtr-types:perShareItemType Balance Type:na Period Type:duration XML 65 R47.htm IDEA: XBRL DOCUMENT
Share-based Compensation - Assumptions used in Estimating Fair Value of Stock Options (Details) - Stock Options3 Months Ended
Sep. 30, 2024
Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items] Expected term (in years)6 years 6 monthsExpected volatility76.00%Expected dividend yield0.00%Risk-free rate3.80%
- Definition

The estimated dividend rate (a percentage of the share price) to be paid (expected dividends) to holders of the underlying shares over the option's term.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (f)(2)(iii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2

+ Details
Name:us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardFairValueAssumptionsExpectedDividendRate Namespace Prefix:us-gaap_ Data Type:dtr-types:percentItemType Balance Type:na Period Type:duration

- Definition

The estimated measure of the percentage by which a share price is expected to fluctuate during a period. Volatility also may be defined as a probability-weighted measure of the dispersion of returns about the mean. The volatility of a share price is the standard deviation of the continuously compounded rates of return on the share over a specified period. That is the same as the standard deviation of the differences in the natural logarithms of the stock prices plus dividends, if any, over the period.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (f)(2)(ii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2

+ Details
Name:us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardFairValueAssumptionsExpectedVolatilityRate Namespace Prefix:us-gaap_ Data Type:dtr-types:percentItemType Balance Type:na Period Type:duration

- Definition

The risk-free interest rate assumption that is used in valuing an option on its own shares.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (f)(2)(iv) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2

+ Details
Name:us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardFairValueAssumptionsRiskFreeInterestRate Namespace Prefix:us-gaap_ Data Type:dtr-types:percentItemType Balance Type:na Period Type:duration

- Definition

Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 35 -Paragraph 1D -Publisher FASB -URI https://asc.fasb.org/1943274/2147480483/718-10-35-1DReference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 35 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480483/718-10-35-3Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 4: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (a)(3) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(1)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(1)(ii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(1)(iii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(1)(iv) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(1)(iv)(01) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(1)(iv)(02) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(1)(iv)(03) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 13: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(1)(iv)(04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 14: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(2)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 15: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(2)(ii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 16: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(2)(iii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 17: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(2)(iii)(01) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 18: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(2)(iii)(02) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 19: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (c)(2)(iii)(03) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 20: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (d)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 21: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (d)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 22: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (e)(1) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 23: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (e)(2) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 24: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (f)(2)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 25: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (f)(2)(ii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 26: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (f)(2)(iii) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 27: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (f)(2)(iv) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2Reference 28: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (f)(2)(v) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2

+ Details

Name:us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardLineItems Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Expected term of award under share-based payment arrangement, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents reported fact of one year, five months, and thirteen days.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 718 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Subparagraph (f)(2)(i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480429/718-10-50-2

+ Details

Name:us-gaap_SharebasedCompensationArrangementBySharebasedPaymentAwardFairValueAssumptionsExpectedTerm1 Namespace Prefix:us-gaap_ Data Type: xbrli:durationItemType Balance Type:na Period Type:duration

- Details

Name:us-gaap_AwardTypeAxis=us-gaap_EmployeeStockOptionMember Namespace Prefix: Data Type:na Balance Type: Period Type: XML 66 R48.htm IDEA: XBRL DOCUMENT

Income Taxes (Details) - USD ($)3 Months Ended9 Months Ended

Sep. 30, 2024

Sep. 30, 2023

Sep. 30, 2024

Sep. 30, 2023

Income Tax Disclosure [Abstract] Income tax expense (benefit)$ 0$ 0$ 0$ 0

- References

No definition available.

+ Details

Name:us-gaap_IncomeTaxDisclosureAbstract Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration

- Definition

Amount of current income tax expense (benefit) and deferred income tax expense (benefit) pertaining to continuing operations.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 270 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 1 -Subparagraph (i) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482964/270-10-50-1Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 32 -Subparagraph (ee) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-32Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 12 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482685/740-10-50-12Reference 4: http://www.xbrl.org/2003/role/exampleRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 55 -Paragraph 231 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482663/740-10-55-231Reference 5: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 9 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-9Reference 6: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SAB Topic 6.I.7) -Publisher FASB -URI https://asc.fasb.org/1943274/2147479360/740-10-S99-1Reference 7: http://www.xbrl.org/2003/role/disclosureRef -Topic 250 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 8 -Publisher FASB -URI https://asc.fasb.org/1943274/2147483443/250-10-50-8Reference 8: http://www.xbrl.org/2003/role/disclosureRef -Topic 740 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 10 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482685/740-10-50-10Reference 9: http://www.xbrl.org/2003/role/disclosureRef -Topic 280 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 22 -Subparagraph (b) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482810/280-10-50-22Reference 10: http://www.xbrl.org/2003/role/disclosureRef -Topic 944 -SubTopic 220 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.7-04(9)) -Publisher FASB -URI https://asc.fasb.org/1943274/2147477250/944-220-S99-1Reference 11: http://www.xbrl.org/2003/role/disclosureRef -Name Accounting Standards Codification -Section 45 -Paragraph 2 -Subparagraph (a) -SubTopic 20 -Topic 740 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482659/740-20-45-2Reference 12: http://www.xbrl.org/2003/role/disclosureRef -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.4-08(h)) -SubTopic 10 -Topic 235 -Publisher FASB -URI https://asc.fasb.org/1943274/2147480678/235-10-S99-1

+ Details
Name:us-gaap_IncomeTaxExpenseBenefit Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration XML 67 R49.htm
IDEA: XBRL DOCUMENT
Supplemental Cash Flows (Details) - USD ($) $ in Thousands9 Months Ended
Sep. 30, 2024
Sep. 30, 2023
Supplemental Cash Flow Elements [Abstract] Interest payments classified as operating activities$ 32,018$ 1,330Accounts payable for acquisition of property, plant and equipment218,313322,539Accruals for acquisition of property, plant and equipment307,652191,911Non-cash settlement of warrant liabilities8,5710Corporate fixed asset retirements1,2560Reclassification from other non-current assets to property, plant and equipment1,8679,006Reclassification from other non-current assets to operating lease right-of-use assets024,606Accrued liabilities for debt and equity issuance costs0536Non-cash settlement of paid-in-kind dividends on convertible preferred stock$ 0$ 20,431
- Definition

Future cash outflow to pay for purchases of fixed assets that have occurred, included in accounts payable.

+ References

No definition available.

+ Details
Name:next_AccountsPayableAcquisitionOfPropertyPlantAndEquipment Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Future cash outflow to pay for purchases of fixed assets that have occurred, included in accrued liabilities.

+ References

No definition available.

+ Details
Name:next_AccruedLiabilitiesAcquisitionOfPropertyPlantAndEquipment Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

The amount of liabilities accrued for debt and equity issuance costs.

+ References

No definition available.

+ Details
Name:next_AccruedLiabilitiesDebtAndEquityIssuanceCosts Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Noncash Or Part Noncash Settlement Of Warrant Liabilities

+ References

No definition available.

+ Details
Name:next_NoncashOrPartNoncashSettlementOfWarrantLiabilities Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Reclassification From Other Non-Current Assets To Operating Lease Right-Of-Use Assets

+ References

No definition available.

+ Details

Name:next_ReclassificationFromOtherNonCurrentAssetsToOperatingLeaseRightOfUseAssets Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Reclassification From Other Non-Current Assets To Property, Plant And Equipment

+ References

No definition available.

+ Details

Name:next_ReclassificationFromOtherNonCurrentAssetsToPropertyPlantAndEquipment Namespace Prefix:next_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of paid and unpaid preferred stock dividends declared with the form of settlement in payment-in-kind (PIK).

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Topic 505 -SubTopic 10 -Name Accounting Standards Codification -Section S99 -Paragraph 1 -Subparagraph (SX 210.3-04) -Publisher FASB -URI https://asc.fasb.org/1943274/2147480008/505-10-S99-1Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Section 45 -Paragraph 2 -SubTopic 405 -Topic 942 -Publisher FASB -URI https://asc.fasb.org/1943274/2147477787/942-405-45-2

+ Details

Name:us-gaap_DividendsPreferredStockPaidinkind Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration

- Definition

Amount of cash paid for interest, excluding capitalized interest, classified as operating activity. Includes, but is not limited to, payment to settle zero-coupon bond for accreted interest of debt discount and debt instrument with insignificant coupon interest rate in relation to effective interest rate of borrowing attributable to accreted interest of debt discount.

+ References

Reference 1: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 17 -Subparagraph (d) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-17Reference 2: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 45 -Paragraph 25 -Subparagraph (e) -Publisher FASB -URI https://asc.fasb.org/1943274/2147482740/230-10-45-25Reference 3: http://www.xbrl.org/2003/role/disclosureRef -Topic 230 -SubTopic 10 -Name Accounting Standards Codification -Section 50 -Paragraph 2 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-2

+ Details

Name:us-gaap_InterestPaidNet Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:credit Period Type:duration

- Definition

Amount of asset retirement obligations settled through noncash transactions. An asset retirement obligation is a legal obligation associated with the disposal or retirement from service of a tangible long-lived asset.

+ References

Reference 1: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 50 -Paragraph 4 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-4Reference 2: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 50 -Paragraph 3 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-3Reference 3: http://fasb.org/us-gaap/role/ref/legacyRef -Name Accounting Standards Codification -Topic 230 -SubTopic 10 -Section 50 -Paragraph 5 -Publisher FASB -URI https://asc.fasb.org/1943274/2147482913/230-10-50-5

+ Details

Name:us-gaap_SettlementOfAssetRetirementObligationsThroughNoncashPaymentsAmount ***Namespace Prefix:us-gaap_ Data Type:xbrli:monetaryItemType Balance Type:debit Period Type:duration***

- References

No definition available.

+ Details

Name:us-gaap_SupplementalCashFlowElementsAbstract ***Namespace Prefix:us-gaap_ Data Type:xbrli:stringItemType Balance Type:na Period Type:duration EXCEL 68 Financial_Report.xlsx IDEA: XBRL DOCUMENT begin 644 Financial_Report.xlsx M4$L#!!0 (!>$9UD'04UB@0 +$ 0 9&)C4')O<';O87!P+GAM M;$V./0L"J!$_\IQO;=!P4)B0-!2L+(/>QLOD&1#!LD)^OCG!CVX>;QA&WPIG M*N*I#BV&5(_C(I(/!47BK9.7:=N')=HI6-Y #OGDK7A.YNJQ<&4GPZ4A!0W_J=0U!R;UEA_6\#MI7E!+ P04 M " 7A&=95];H>.X K @ $0 &1O8U!R;W!S+V-O&ULS9+!.M:L,P#(9?9?B>*$[&"B;UI66G#08K;.QF;+4UC6-C;R1!^R5>FS*V!JC1TN]/.MGT"M#D+JB" 1!XQD,=V-KNN3T&'-CD1! "1)1*=2,27ZJ;GWT2F;GO$ 0>F3 M.B#45?4 #DD910IF8!$6(I.MT4)'5,3C!6_T@@^?L M&,YCU(-,,, (HTO?!30+,5?_Q.8.L$MR3'9)#<-0#DW.33MP>'I^>LWK%K9/ MI'J-TZ]D!9T#KMEU\ENSV>X>F;RK^K(@O*A6NYJ+IA;-ZF-V_>%W$W;>V+W] MQ\970=G"K(N07U!+ P04 " 7A&=9F5R<(Q & "<)P $P 'AL+W1H M96UE+W1H96UE,2YX,6SM6EMSVC@4?N^OT'AG]FT+QC:!MK03621A'^_1S80RY8-[9)-NIL\!"SI^\Y%1^?H.'GS[BYBZ(:(E/)X M8-DOV].[MR_>X%#BVR]*+_M41B1%G\@M MNN01.+5)#3(3/PB=AIAJ4!P"I DQEJ&&^+3&K!'@$WVWO@C(WXV(]ZMOFCU7 MH5A)VH3X$$8:XIQSYG/1;/L'I4,1]E6\W*.76!4!EQC?-*HU+.76>)7 \:V< M/!T3$LV4"P9!AI@S M&L%&KQMUAVC2/"K^!?F<-0HACA*FNVB<5@$_9Y>PTG!Z(++9OVX? H;5,VPLCO='U!=*Y \FIS_I,C0'MHYI9";V$5FI?JH,@H%\;D>/N5Z> HWEL:\4*Z">P'_T=HWPJOX@L Y M?RY]SZ?ON?0]H=*W-R-]9\'3BUO>1FY;Q/NN,=K7- "XH8U=RSTS0LS0[=R2^]VE+ZU)CA* M]+',<$X>RPP[9SR2';9WH!TU^_9==N0CI3!3ET.X&D*^ VVZG=PZ.)Z8D;D* MTU*0;\/YZ<5%&N(YV02Y?9A7;>? 8T=[Y\%1L*/O/)8=QXCRHB'NH8:8S\-# MAWE[7YAGE<90-!1M;*PD+$:W8+C7\2P4X&1@+: '@Z]1 O)256 Q6\8##*Y"B M?$R,1>APYY= <7^/1DN;/F6U;]\I=QEM(E(YPFF8$V>KRMYEL<%5'<]56_*P MOFH]M!5.S_Y9KF4Q9Z,RWRT,"2Q;B%D2XDU=[=7GFYRN>B)V^I=W MP6#R_7#)1P_E.^=?]%U#KG[VW>/Z;I,]2$R<>><41 71% B.5' 86%S+D4.Z2 MD 83 >LX=SFWJXPD6L_UC6'ODRWSEPVSK> U[F M$RQ#I'[!? 8J*@!&K8KZZKT_Y)9P[M'OQ@2";,-;;I/;=X Q\U*M:I60K$3]+ M!WP?D@9CC%OT-%^/%&*MIK&MQMHQ#'F 6/,,H68XWX=%FAHSU8NL.8T*;T'5 M0.4_V]0-:/8-- !R1!5XQE;8VH^1."CS<_N\-L,+$CM'MB[\\4$L#!!0 (M !>$9UD:6W[@W 4 -$> 8 >&PO=V]R:W-H965T&UL MM9EK<^(V%(;_BH9V.NU;"),,+5O"#"%(-[-=P@:; !K;3#XHMP+.V1649DG_?`M(P-VDLH'ZME\";Z=-.WTT='DE#;92?4U70FCR&$=)>ME8:,U^UVJE_DK$/#V7 M:Y' FX54,==PJY:M=*T$#_*@.&HQQ^FV8AXFC>$@? S95PX',=!0F8J\(FL4Q M5T]?(I+,RP9M'![(<$Z1L^749K_M)=O=M^UV@_A9JF6\#X82Q&&R^^6/^XIX%N!6!,:['L50*L"W'V FX/N2I9C M77/- AP.EMT29KT'-7.1UDT<#39B8-,ZT@KI62N MN2\]N&]#;4J$VHC'\X3O:=7ZVX7TCL1>P!0*VC:D/KZ6?03_59/ZT%C92/)PZ MS4\V)#2)D'E'G0.J[&62MOP<"FM,ENE>&A43;QN@=<[#6\J M5"@#TPL)# ;6Y.%*1;^K[']AH?$W.7L'9.[%E*@[S2#X-5.<1UUKP*+4F$@VK M"=@O /MHH<:)#O43N0DC0299_""4#0S7$^_N?GIW/YK?WDULM*A.35KJE!.K)+!6V4F^9Z1F8:.B:1BG@R2[1Z@M_ 6@E'U*_'-F(\J"[R,R]!3T&>\T=R M&T!'#1>AGW,CK?F(9+O; [/28>]&A5EXTN"XO*WG9*;RC(#U].QP03[=^0N ML><5EZ2.XY /;@O3D"<YO7H$5GGBJY"1/?GG!<<_[9"OH6 M=HF6?HGB+NXUBG)#RN+FEIG2CN>;/*V.H(%<#48 M+M"CKA7K+8P2+9T2Q>W-!^E#OJ8KF6!.XHA(I]=NTG[?/N2\A4^BI5&BN,N9 MAQH\DEP0RGY\^(G,A)\IR*05$E?R9!S#!#73TO]Z1KYWSF$ IF3-%=GPR.[U M<<6Z[*6/HK@! O<;A,F2S)]B!QE9D8\[*"O76Q@F5AHFAEN:0Q+)'^-%?\60I M*@WB$;':);'8]LBY"\<"ZA*4_8B?Y(R]3RBQC=FN7/)4PD636C9 M'E67L_1%[^1?=)O 6GNW3V?6H_P ;N7$%:LXW\+XL-+XL),,CUFO@:$'+[^4 MRCH&'=&9R*3)?5^ #(@$.T$K[UOX'U;Z'W:2_YG%/(K(59;"Z]3>;G&=]DT4 M/*PN7NEZV+$FN9QP+M32]\A=0T'LP!O&;) ,:\XH*5FPQX7%W0OPW+,.<\K@2 MD$<,#Y>IQGL+!\-*!\-PWW(89E_[+-\;YO<91JL;&(F4"OQ-[(U^WK8J75R M-7.@LAFRKL,N*.UW!ZV-#;)T0.RDO2(/QE,%5N\V"<0C^578\WALR\BA79(P*5PRH>]W_!6L\,# M.\I/*5OEYIO#WH_<3)@IB<0"0IWS'HQX;G=^NKO1$9UD?["F%5@8 (4: 8 M>&PO=V]R:W-H965T&ULK9EM;]LV$;>_"N$510LDL4CJ,4T, MM F&[<6ZH&FWUXQ$QT0ET26II-FGWU%V)5FDY&3KFT22CZ?_\>%^1^KB4;JO M>L.Y0=^KLM:7BXTQV /E4N<;7C%)\K>\AE_64E7,P*VZ7^]MXJQH&U?ED@1! MO*R8J!>KB ;9C5I=R,:4HN8W"NFF]HAZ^L!+.^7BYP(L?#5Z)^XVQ#Y:KBRV[MY[? *+A;=EX*4?%;"UDCQ=>7B_?X_(I2VZ"U(^$OP1SVX1C:4.RF_VIO? MB\M%8!7QDN?&NF#P[X%?\;*TGD#'M[W31?=.VW!X_B^0=MSRYVR- JQK9MCJ0LE'I*PU>+,7;=^TK2$:4=MA MO#4*?A70SJRN9*UE*0IF>($^L)+5.4>WUIU&I^C+[35Z\^HM>H5$C3YO9*-9 M7>B+I8$WV_,+?/^6# [NWD(FWW/+M&.+!"2(:"3W-K^:;7_,&T0TQKB//?%LW,0^AW8M76NMRSGEPM8/}JK!Y8O?X% MQ\$[7W0_R=E!K+2+EBYR?AB2B(Y6N$4ZR*/4+BSMA\;RP&\6W3!2(M?X?4KKEN!UN;#5>0/X;SW"<[=A510D:R72,2I)E?==*!3F95?Y:&E<\0F+CO M3C!-QCWKFE$<1B3RBTP[D>F1K@5<*O-T@K:0&$W:LW8%;8%CY@35W/@DI^Y4 MH"2C23S2[-J1D"8)17[1625K?HY(#WY"R(#N5Z],&;J8[.G-G M0IQ@9W%YS)(@)1.+"P<]AH(CRVO-82X4:"U]8)"5O^;^I;;W=###881"F8ZD^ MNS2+LXE)@0? (O/.]W"ZN6M:GQ^?OWM5!AT51E(RU>LQP0"9R*NY!AV?9LE]F M,_*()X(%YK%XQS@,;24T#28DMCS"=-GP;@4[%Z4P@CN)S*>Y=Q+D?RSO!T& MW<,,S]/N? 9[+!B",MNR)W97<&[^/=R&-G'GNL0LI)A,9&O?$P_/(Y&J@27I M F4P5E[E+N@HA>F%8J\\.UNA4,WOIG&'78[!8$-'D.< MXIA.H">>/A%R/-WHH=<81BYU/#91<,$>+CEZ E'CA%NMH D+]UB ,!XR?C, MXC2;6.ND9OJY*=,.3KBFL\X!X3&/")2ZOPB"!S0P>BW0- M2912&D^L&M*#C1S9>UG;,Q?FMD_G4CRX(K_?]7E.#D75L]FR=OP+.X?/%^^R=¥.PR] MYR:9YZ8=>%DC;7O@!+T*SH(@P$!ZA6#KW? 3%*;P#%6B+-N3K,9LI!+_\,(< MD3@XP_TO,&M@[WH6=4]D8[2!QS"/3A!HW_+V&*ST=ZJ+5S+>A,S;"'9 CU\R MC]_/"M)PHYYV77".Z" FO6%JOTDE9Z1[/(SE!#$#JT5[<4-<()^2(,F<=>VQ MPR"!X41P;K)/+IAQ[W"]DP/<# 8LN'P0G]EPS'T:NA2W$FLDA^4DR!+GR,-C&&H#.UP.?,24 P%(29C$45]V'-;HMX^IRWF.1%DXKD\] M=O,,!D_4?]2O"AS*H*9WG09CX,P2!QBP&.8A$%()Y(&'1S"SM<"3LW2G25-_M*;/6/W[ZD M,;)J+S>SR'#)TLN4JJP*U:VS 70 MR(C2Q/8<9VBGE&56,#%C*$2EL%<$%FD*17/- Y#P5=1RK>W /5O%2@-8 MP22G*UB ^IK/!?;L.DO$4@DXQD1(>U:^[5>54#"$-&-P48VVD1>>>#\47<^ M15/+T4200*AT"HH .YA!DNA,R/&K2FK5LH%)\)^L9H269LW5)%@XG@&R)T-&;3#;,V1HUN6*9?XT()?,10IX(9 MSR1/6$051.2&)C0+@2QT.DG.YE1 IF)0+*2)/"? OR5MB$QGCL)S8"J?72>RP MFNJFG,I[9:H%Y#W2=RZ(YWB#%OFL6WX+(>R==_#4>A M9RQ(1?B2W+$,G3.:D#F7S!38C^L'J026V<\VJV7N07MNO?>N9$Y#F%JXN22(M-5C!NS?NT/G09OP_)=M9AGZ]#/VN]%@ ;8INL=#"QPN24T$X[G)EZF%-DP+(M&QF'!7LHT!V+WC>R4(\; ^G#TLL! M\-$>3K\5>S_.\SJ@QS7?N!-ZCL<;"(%\ <],=7S<5CT8MN/CLO9O>9J/XW?K MY=[*^FTOX#K?K_#TIG=/(C]NL5=8FSTOBS!=VL:Y[HY&>\(>K5)W(G>%ME,AVXU:BKX2?J5BO3} ($EJAQ>B,4B_*65704S\U%Y8$KO/:89HPW4Q Z)\O M.5?;CK[fU'?=X]02P,$% @ %X1G62CR6V2%!@ .1X !@ !X,"]W M;W)K;7Q)+.KSD.;R\(/!)OGGCU5:P9 MD^C;IBC%]6@MY?9Z,A'+-=NDXHIO6:F>//}]DTIU6:TF8ENQ-*L;;8H))\;QP MLDGS]]K*8W?"> +O&0?*R1VFTU; 77'"OYT.*CYQN?\M5:ZAN3ZR?7M*\ZAC#VFNT)^XD_LY90/< E+T3]%SVU6&^$ECLA^:9MK$:PR*@@8H#-R!M V(\ <:T+8!?6D/?MO ?YD/0=N@ICYIN-?"S5.93F\] M_H0JC5;1!(]:._]UTBLO=:+72*S3B@F4E^CSFN]$6F;B- 7U='TSD6I@.OQDV0]B MKAD$&1@$1>]}*=<"+Z(,^]VUXAZKU&Q", ^M,)[9R]M3B,[_ZWWQGWI_$H-V*4+K>'0@WMMRR3>L3P[T^YL'(2NUQ/^_IKH) MYL/!=- V!%MMTR6Y'JK >5NW9;/K]=SCT?H\T/F>P^3F#+V9^6.@2NM.1G6+?4NL9]Z-Y/]H:8G$?.3B(4+<40IZ"@%SB1KBTVY0NR; MV@0%$]<0N^"'?D>K'K MI? QY:J"):6(&!PGATR")C=2S491@8J#F-@ICS_,"(P=M6!S@)(#S,.K81T[V M<[6T"KZMZYR#;F3U36@<&FQM$/9B:I"U01'U?(,J$"D)!YG&'=/8R?0=4_[* MQ3&V.09!8G"$0#$Q._]@&,?8X&B#*/$',"8=Q^3$;*H%LLQK%^.BFEA]A]B8 M])F-\4V>-@13'!D\ = !YH@F]GH7Y5F)?N92+5EN%5'0BWDVDP0'9O8",!K$ MU%B% +N:D M9TI<6Z9=9H]I-&6YPKVO&<]%89.WV?*CA5 MOF\VRPN=B9=HI5]6P2FA0)Z1)*)FW0& Q/=(;"6DC:.Q\4(S'6T8#DB.PX%T M[#TI=IO2MZ5D2M)NVWR-2B;U>^0RW>9JC>9_JS?,O 6!BOC B@H2<]^?03A*_M AJ:@@"X,/*QN;F>CG>L2&]HL=.G3=^I!$!JX\G8@U9%EZ==+M,:6X#\ VL< MIG4_#9D#D+$?!1$U6;M'"1/NG2- V6\>Z(M7S#O(#*%V$34,!H)(DL%C;J+'O MQ29'P)7ZP1#-WB)BMT=LMQRP_(+$;?LVICY-,Z K<11&"4F>R!@%.$X,?D# MOI'XRE\.*- ;,1^SVCA_4RF[K6T,;15)6^<-.I@\%0Y*C#RK?YVR9@S->+7E MS95?_"\;$?.-8@[%B\(@M-S+ MJ7#'W]=ZPTK+T9H VRM1W>NCOSFBL#P7R);K(2[0360VH MGUR"&C7]Q8$"7KS2=SF\!?Z0$A13_?J17#%GL\I^$X*F9:9+J^'MR=.\AF6Q[2)$FINPC.(1X@?FC84C!S#-X>J[!-JE9<"%>Q1=>5=16]P57-.V5Q(OJT/XAZX ME'Q3_UPSY9 J#5#/'SF7SQ>Z@^ZT>/H/4$L#!!0 (!>$9UE2HO\D$0L M-#-M-8 >&PO=V]R:W-H965T&ULO9UKF>7P[G=;+AVR3UF_*QZR0 MWIR5U29MY-OJ?EH_5EFZZA!MUE- FV]YTD^;%Y/JR^^Q@#=7U9;IMU7F0?*JO> M;C9I]>5=MBZ?KR;.Y.L''-/[AZ;]8'I]^9C>9S=9_OCATJ^FQXHJWR3%75> M%E:5W5U-?'G'>)F+6-N@B_I- GS_71:ZM=E=NR_-2^>;^ZFMCM$F7K;-FTB%3^_M>>]|'VQ%INZZ;<[!O+)=CDQ>YO^GF_(8X:./Q$ M 9OP%[:@.\;<+6!>Z*!V#<02@/FQCO;fANX:H- 3*^WM&WAJ@U.+Y.\;^.HZ-M>"<:S/8-.KE,=[NCVY>+M$FO+ZORV:K:;$EK7W2"Z%K+79@7K79OFDI^F\MV-MS?6\+.IRG;_2)EM9-XW\(X796.6=?%,N/SV4ZU56U? ^PPC^V>?/%2HN5)9L\ M9563WZXSZX-46E9575L9;EU8O\]LK!]_^,GZP'/N;TFD1G6,OE=K-==SMFD=WER[PA(+$9\FM97"S+ MHJG*M?SJWGI?- %F5U10L9.4/3T$3*7]#M)C!^FQCBA.+[EJWE1M$MUFZ]3 M8IE9:2/7=/G&XL[/%K,9HU2S8WI=L^V8GZY=P7WG8I00R7:BG8]+0"M2^!)DS1L(2 M$&R@%/>@%- >HE/[\TPE$]J4=A;1#:$HF1M98F;AG98),%^KI&&,S;Z;(')DS M1L(2?04NVC7P!7T.\PX*(P*N'E(97)YP?2XK98/A2VD]IWXZ.FM.KVVXO; M[F/9D\AKNSIM3]C#F&>L.I"PA:=ONL"SU4$),F6$A,5(6 *"#<3F'\3FGQ?; M"^5D)(V5$Q*V0,)"G^]7N*MT2\B4,1*6@& #.U& MV>UH)V .BVWRXMB(&ZLI)&R!A(4SO?]SA&#]D B9,J9,I\+SI4+,5#.@5R" M@UR"48.=5?Z4K[(3/HH1-58]2-@""0L#8E1A"^U*)DS1L(2?07D\G.''A0Y M=F_@V>:N)2^M=U7Z5%JKK/5Z]G;>B7.5&396+5#: DH+H;1H3QM@ M*1,4;:BK(V/8,8^ TG5V=+[*BYUYN,E6N1QS6TFY7N7%/>WL&LFC18:D+:"T M<$\ ]>P*#9HV)K.0I#)5U]*#>WW7,!N^O66/!N"[KNO4.Y7@G(]7"M'7A@MG* MU>[&IGH\=YOCRC]!H +=Q0 [WO]!CMP^NP6"D. M_TWV^,,B=N?P-]ZI7&G(AC]C%#Q.CCTU$!MY"(\UWN^5P[C@D> M\YBK7]+'1" 7ML=]=??H>$$WHRIFUV/ M<[3-3K"$YZH^!A'&/=F3]=>4%((I\]HV3.B!:GV%"&&.._-.F%-. [T\Z[G*9060FD1(]Q0K3H# M39F@:$-=];XJ,_NJWU"=,9-'BPPZ?Q=*"QGI_A*G,NCD7"(K?2K[*R;>LMXE M9F:7^$75&3-CM%:0M 64%D)I$2-,AQ5Q$$MW% JO;7-S'-O7U'$ M8?HD4!+*(0\1I1PBABSB$"%D$8?BD44<(I LXNSCZ-LZAMN\=VN9IQW+"0QJ MY4)I"R@MA-(B*"V&TA(4,2C0WAMF9F^XNT%O=QETT.-N-$(*4#V%@5KG M-R<=+2VH00RE15!:#*4E*-I06KW7S.Q>\TAI$1,Z9WI N"HMJ%,.I8506@2E MQ5!:@[(-I=4;RLQL*)^]Z90>5>B&JR]LP84J.6*.IS:.(2:R.H"IZ>&>1)P7 M\-E,&\T0/!XXOL,4T8P>*%SF.HXZFODKK%G>6[/<_HX#'P[U;.&T!9060FD1 ME!9#.0F*-A1H[P'S,Q-C8950F>.FYWI;RB##FE^##IW&DI+4+2ASGHWGIOG3K^H6,:)ISJ? M0VD1M4DILK88)4A>Y\.[9P?:X^LXP(MU;PC(D9*S \<]:*,2,KLP'>U8YX ND[;$?=07H@!]U I*5*\P9\0[]K6-N MMHJ/WOM$[R/=0I8JG?GJW>5S(E#? 1^1#*;@JY9!*;@O.U3)D1'E18YMJPX? M$>@)=\;4>Z#,V_"U^ZCW8'GP/1T^Z+1?*&T!I8506@2EQ5!:@[(-GTG76]#" M/#L8Y_"9$XT5)Y2V$,1$7T^;'!5"DT906@RE)2C:4'6]KRQ>X"N_5%=0YQA* M6T!IH=!]:!%H3WV!YHRAM 1%&\]J-X[%F1G(8PT^,V^TMJ#N,906"L(]EL,J M=99>!,T:0VD)BC945V\?BS//=WB-P6=FCE88U$*&TD*A6\B.8$S5%)1 AM(2 M%&VHKZ/G YL-Y&\P^,SDT2J#VLA06BAT&YGNQZ!&,I26H&A#G?5&LC ;R2\R M^,R,T8J"6L906@BE18*:P,VX$Z@N(!7(O&*F/N@E02W?4"V]'2S,=O K;$!! M/(V"M 'W@8-? - >2Z['D#8@$4?;@!20M &)0-(&-&_ U^Z@WJ<5_G>TF 3T MP190V@)*"Z&T"$]+H;0$11L*M/>]!?**\QYV?-1Y7N"KOU8R-R<=+2WH%&_;A3^W-B_TZK^[RHK75V)_'V&U^>4]K=+W3MWC3E8_=[M3]=ETY2; [N5#ED]M0'R^[NR;+Z^:7]"ZO [:==_ E!+ P04 " 7A&=9 MPHDSSR,(:6+ &'AL+W=OR!,+V M56\26UY6VC_+\@-Q_<+X9[&F5((OF[(2-Y.UE-NKV4QD:[HAXCW;TDK]LF)\ M0Z3ZRI[F8LLIR>M&FW*&/"^<;4A13>;7];5[/K]F.UD6%;WG0.PV&\)?[VC) M7FXF/J);$DSJ5T0]>^9+FA9:D_].?[9.YT< MJ]D;'G]^_ZA#EX%LR2"+ECY5Y'+]Z#RC0_C)6BOHO M>-G;>A.0!81DFWUC]02;HFK^DR]{(8X:(#30 .T;H',;X'T#?&X#?]_ KY5I M0JEU2(DD\VO.7@#7ULJ;_E"+6;=6X1>5[O='R=6OA6HGYPM6^586.9$T!X]2 M_5.=*@5@*[.@8@T^J,00X%M05.#W-=L)4N7B>B;5G77[6;;_RUUS%S1P%PQ^ M995<"_!3E=/PT5O8=\CI\)%NWP/LO0/(05[XXS$%WW_[M@^VYQG&3GN\&V]UTHL2'SL6U7SS@][Z5. &65@[TX7] M>3Y%'DZ2\'KV?"R>;8=]Y,4'JXXJP4&5P)E4M_G? JBSI*J$5X#1C558H.2I# M+?6SOICI.K(3JKZH(L(1*6G3*QA3KS&=I2,YZV@?'K0/G1F94N4T*P.S+#0Z M/(2XFQ2+QB8XLH$81KW,L1@=V72>/3H\>^1\]LS.0650WQ

*QDMKP&$U3ZJ'5\MI\(\.WR5V_F - M(9*UM8|AH%*!B&7\WG$FPY4!>+C>LW^*L7.L.^'Q MQJH?LJ1ZGEPF4&(E6D7WMQN.NWC. U\AE8__T/6^DTD"1>O)ZAV8%6AI^J]X MVN7A -'"9OO#(=X \ZNXOBBI7@L1BYFP'+G@S6UC$4";.Q4D3'N6!')]*QM'B MUA16(WP53^AG*3%CL*?%#KWLT?D+Z/?PQ1JJ/7PT)9;_XE-6,LC)W*6^4G" M!VQ&,.G.(,_RZ0F^R1#»))/)-7@T/5M(7ROK6(?R\7GMR7!"_CH7<,TZ/,X8F MN?*-*'">]TU/LKS]'_Z-AU2*0!=LZKB/=*A'*
M'S(@#'AKK9>B),.^@0:L%F]"362G(=E2"@:16"K5"MZ#M'<>L*8R(#;>YITC* MI8_.L3|QA0X$L7/@LTEG@&%-.;5 M46'Cf%;&P=»)|&MXDSQD-A6T-|(P|688Q=|!W|[-
|/P"_";3C! MH+!B;#9Z=YZ Z^=*OR';Q%Y>6^+)$)&ULI57;;MLX$/V5@0KDR; 9Q?'YY?+&)|" MOFG>WP"HV)1"+CGY$SFU)&X.'X@?UC
MJEUJV2K'*V_^U!6WZ^PL@PIKU1N^\?L_<*SG-/*5WE|ZPGZ((2TR*'MB;T>P M*+#;#6_U@^S# >!L\0R@& %%TCTD2BK?*U:;5?!['*#%.V.((@E9K0(DZ[^%%N M.L78-
NE(CK7*6%*#P+T>ZRX&N>(;N+7P1@;@ M@ZNP>HS/1-W1Q.%C.H%L7R\;Z3]=Z3O'?R7^]%IYI*XZD/M'"]=;
(F#']]_G^K"D&3Y=)))XD;HU?'KQ;L72EA.)2Q? M8O_WG^Q_T,%G;)2!Z^!+Q$]6'3X&,X'E8@+{\=VBH&RGW+TY M=S%DIX+V/4%IE+9#"I-(5;]7)'#%($&$H%TB\T%2B45
Z?L@R[Z&;4^BFV@. M%O3G'>8X>C5 M67'\YAU!+?95*]R6^\Z2CHIF8'8FII#K%?45!TBD22D4MU&*D),D-M[YOVD>Z M2^5BW4TONATCCLU5M1>&Y,ZY+_Z)"
(ZV6_M<"7&ULG97?;]LV$,?_E8,Z%!L@1[]LQTYM TG68GUH M$23K]C#L@99.%A&*5'E4G/SW.U*VXP*)B^S%)]F[#[]W/!X76V/OJ4%T\-@[
M3HS'899=^X59N&N<7DM6B$ON\0_>MN[$\]2PZ42K;H M21H-%NME=)E=7(V\?3#X2^^6CL,@(UD;<'\GGZMEE'\]J+!TGB#X[@O&Q42D/ M8AG?=\SHL*5W/!{OZ9]"
[!S+6A!>& 6WK%RSC&815%B+7KE;L_T#=_%,/*\T MBL(O; ?;<1%!V9,S\'(X=9^HI#OG/(@^YAHZ#R=^'$;F'-M^]RW9IH?A%"#-XN3VA_*G;/\5;*?
6]WU7:>0L^R$@FM!#7SB_PRV]^<"^I$BA*[HMPOXRM)^J)APS/ZG@,_:(%.2R=9T2]0Y'&:S7B0Q461PF59FMX[,R6(9S'L M\+V7)(,DULKQ,,L]Q=
HH1VP.$"VZ/RVD&>5N,@*\N?OI)A[HNV%HK>3BO0\HGDYRR.99/\R^&KT*,2)T+DACQZR%=9Z9R7%6]HAKED\,<_@.;M9GN4?X-K8 MSG#P'(U\#-E@
C=')^VNC+,XGTP/IK>X3UTYG$-M3OO&-6A!>Q&]M7[SP"%P MYB>!9/%L>@[SF%O^_V_'YQ"[]1@?>C^,I;Q)RSH$>I\2G MO\++ULS;W!)*H%[I$*
T=42;%]+5D=T)6(ZE'IY(IE?1US:4)'$=#I .G0 X5 MCS5R'!5P*R[OG^6E\;C(X*7;G1QUXQ;M)KPY7;,^&H?&?%@!/&N70S=_-A_> MQ"_';J0F3E?-
KNG9^20:DK;?,.-%WKXVCE^*,&SX:4;K#?AI;85;3_P&A|=^ M1!02P,$% @ %X1G62GI!=D @ R@4 !D
!X;"]W;W)K&ULK511;]HP$/XKIZR:6FDE(4EI82%2@4W;0RM4UNW9) >Q MZMB9[0#]!f.=D-&.HFG:"_&=[_ONOL-WR5;()U4@:MB5C*NQ5VA=C7Q?9066
M1/5$A=SW8ZWM[QP-=%|HZ_#2IR!H7]!^KN326W[`DM$2N]. @<37V;ONC:6SC M7-ZS M?W;;C98E43@5[?-
=3'V;CS(<45JHA_$|@NV>JXL7R:8TJQ$\0YA1E3&A:HEP"8-+&9R?7<.9 M4 [?"E$KPG.5^-KDM@Q^UN:9-'G"_.(X4YP72CXQ'/.7^)!4W-7>+@O?!*> M)%Q@U8,H^
!A$,9'ZIG^/3PZ44[4]3%R?-&_]/%8NQIZ^#B=G=V1]DB&8\\, MIT*Y02]]_ZX_"#X>T_J?R%XHCSOE\2GV]-ZLFG.C4UV8)Y*)$H%H+>FRUF3) M$+2 >]SI&68D1Y@*60E)[
0?:TJ3;> RV?VS22_#(!H.!XF_.=3[9UP4A\%- M%]4(\0_&HD2Y=MM*029]KIN'UGF[A73KYO"5?V(65;-?7M,T6^Z.R#7E"ABN M#&?0NS9C+IO-T1A.5&[XED*;47;'PBQ,E#;
W!*^$'T'O#)NC6= H+4$L#!!0 M (!>$9UD >H^K0P((H& 9 ->$PO=V]R:W-H965T%1IV-D:WD M(,2SG66Q([56"!BDVA*PN1WA 1BS(*/QNV-
Z_98V\7Q\HG]UM9M:#EC!@V"_ M*-%%[WP$($,UTSO1/,-NGIFEI<*IMP5-6WLY*.TEII47;)Q]"DO+WCE^X< MSA(,YW)"V"6$SKO=R%E^QAHGD10-DC;.T.S
E>JRC1SE]I7LM31/]!=>%0E\X ?)OOF_. M>KWPI+<.!X%[]$9U$MRA, BG {O)7^[$\297>)?*0$.'5!]3AA!XIJ3&[5'4+ MG5Z&VN]FJ2]<0NR9#T.!//(*7O'\WG@>?!H2GO?)TB)
!L.;@9H'!QF]^-S.;0B MHM+_'W*K.PS.,%,P(#;KQ6:#G.^"W]\@-PQ]2V[>R\UO.K4GD.8KPE??]8<29.ZZH$*IJ+EN6T6_VC?.:5=M?_H:W?:H1RYQR
MA1AD(<40+2B|FJK6"2UQI,&U=,_VP M1*\'V]R)'C=N^7PGW4.T:F*5LBW=H/S4K3:MH8*EXC=)P)4'C9AY<)--E[N)] MP&>.>_.L#L[)69]R9^N.>_-L#L[)69]R9^N.>_-L#L[)69]R9^N.>_-

M(2[LKL44829RKAMFU23FU%%FI:50E$Z]}Y6(=.8BV1-1%9]V^E&S-?!7N[BU-M";T1MU/B=FIQIX I^06I.3W,[TPYR)9KU4#7L_**PBJ>6K/7+MT#F>UQ]TKNWJ&V;^^0S=WK?BUG(59=V\[=\MU7Z3O[QF#.3"?2(*)?;<*"ZVLK5\M1URXZ]/_.IQXA-Q@N2!<(0IS(PV:/;.G9'&Q%Q4M.G=8YH*

M8,,+H<=!;DQY%H9ZD2.GNB=+%9E*16GQH]Y%>I2(B*X.WY2O_*YVUP>J.9+6=RSS.3CX&, &2Yl59B9K#_C-I\3 MI[>0A?9/J+>^)(!%I8WDVV!+P)EHWG2S_0X[5'T2D"8#@\=[.1IYQ00]-$ MR1[4\[9J;N!3]=$6C@EW*:CL"JS<2:=!68@&]=QP[PJU.9FU"#,:UI]M<^%H9;,C(F%C!X00-984^LKXS)N%;V07L#(0=8*^Y;+2UDBX3VF3;C*,VX\CK#OZ:,?SX8M?@QB#7 M/[L &Z%AMY"[+F>ZI L@Y"N@FD! ME,M*F"[41BSV8NXBKM-^-""$).&Z V+80@SW0MS[HL8,SM>H[!V%*[:QUO/3MGE*6=2$UTGVRPT1Z9##*L1CIID4[V(MW2#>,5]]IP,^_'E?<8L5O557Q?\ < MM9BCMZRJT8NJ&IWVXJ,7917N-"#7RV^16C&AH<"EC22]D3T:U?3'QC"R]#WI M01K,X?PPM[\45,[!KB>E-$^&:W/M3RK\U!+ P04_" 7A&=9[7S2@A\# M.;# &0'AL+W=OIDU:NZ]LVX=CC@O&<!$"=M>YZ[>9WQVCNZ*BUNY%%#D+@ICV:,62B4=VY;! B{J:SR!&}_,N(BHPJF8VS(1 M0*<&%(6VZS@M.Z{LMORN6;L2?I>G*F0Q7 DBTRBBXKX/(5_UK+]U7KAF\X72 M"[,?3>@M9YO3-J:WMC\)7!2FZ,BY,JYC*A$@8_,.F M:M&S3BTRA1E-0W7-5Q\@SZ>1^0(>2O--5IEMT!5(D$K%HQR,$40LSG[H7:I# M!L!K/P)P604C7(*?0-V9$(#Z%EXQ4D02[#\UZ_J++==MV28\?4>STFH;VZL8*DDENM1F=(9U=EFR=1: M.S6ZA\WPH_7.X-ZR?H0.]^14?U+G[7-%U3,62Q1PQFZ*)Z;4F M7&'G9H8+[-Y!: -\/N-$9UE,PQ#I&@,.M_")-9>&PO=V]R:W-H965T0/)"$=1&']'IDU:-53:1<6T%R6+8#6),]N!\NUW3D)*APEOP$YRS~^Y MBWW:.,,0%BUP#*/*:I,D<6VNEBAO:ELD:,.B#[O(<{$RRYR^C%59LA! %U50MEMJ>XP1V1EENQ:/]VE3$(UZ]E.4P%42664;%[@Y2OAU;KK6_\;!6:Z4OV/&H MH"N8@7HJI@>G=]NR8!GDDO&<"%B.K5OWYL[MZX#JB5\,MO)@3'0]<\)Y?1.3[M8FPYVA&DD"@M0?%O U\@3;42^OC;B%HM4P<>CO?]7ZOD,9DYE?"%I\]LH=9C M:VB1:2QIF:H'OOT&34*^UDMX*JM?1JV?#?H624JI>-8$HX.,Y?4_?6T*<1#@M>2<"0"; JWS7H,KEA"H:CP3?$]&?1C4]J%*MHM$M9"<- M[ZF]>2=X,RAZI.]\(I]C#R]BB0IN'U^,A5;K(]QV3E*OB] M_YBLU1(#LX1>_S>RHF,+5S@$L0&K/CC!S=P/G<8[+<&^UWJ<97OI0*]4[*R M5R9_M4)0*>CMM(G=R/5&]L; ';32*IJ3,%TPFO,P5+$B]IQ,IZX[L#++N\^C(BM0Z;PW)Z30S:4P0Q4FU#W&XH6D)QF;C'+FX'D91-#SAXJ MNITNIH=D MW1/K@J2,SEG*% -SIW./=_ BW)B_;EOW*H N\7A)L+A&G[6T?J]M M"9V>,W# JZ!<.3ISX=[*E8LEUB-)<4FU!"7A*A/Y]B>%&=B.W.I)KRMAFO\ MB@&A'\#[2\[5?J(/UO:I*X'4$L#!!0 (_!>$9UDOVA=.nP{ ,8& 9 M >&PO=V]R:W-H965THC1<2="83X*+WOGET-7[@F\<5V9C#,f)7*D'-_F838+("4*!J74, MC!Y+O$0A'!')^-5R!MV1#K@Y7K,_]]f)RYP9O%3B.\]L,0E. \@P9[6P=VKU M5L_7F"JA/&_L&IKHP#2VEA5MF!24'+9/-ECVX<- /'L!L0M(X&#%X_]%M MWQMME'E;5\RR9*S5"K2K)C8W\+WQ;'+#I7N+,ZMIEQ/,)I^0>F#@"/P KA_I M>M#S|HMX*\H9WIV14<'KR! ^ 2OA:J-DQF9AQ:.MZ1A&E[U+0Y*G[A]#.X M4=(6!]YEAME3?$B-.W Q6OLTWDLXP^H8^M%;B*-XL$//Y;_#^WOD]+M6]CU? M?W\K?US,C=5T/7_N:E%#,=A-X3[9=UN-?K9R6]2>TRX4CE1S5I9<8@V=28*NT<.N][_$!6:[?AND!57&6[M'_Z?B8^V[#VOZ U.3N.S+8?A1B24J!<^*0VD[MTT7UBWVH7QA<^@K?4IA723 MJ7]IFH2_87K!2&K.5%&QRIV4RL]GSPS)6E&//#@OYH4+L"VL^5LNN) M.Z#[ZTK^ %!+ P04 " 7A&=95&"KQ@8# #*" &0 'AL+W=O+Y"AA?#RW'V@SB_%8R ,9-(M8_RHB@-3=4C*CC"H*IL09_5 M$@0:0%4) IG;>OD%3_2HE!0@5\]X=$ M#Q=5O'+CO\:=C4(0R^4IG>HB)Y>W2*%:Z*E*L/PV$Y7 ,*,E>=BQ7-UY4$4 M&9/]M'@OOBEXG(4<$?+@:_X]3 M/ZP"ZA9_)/RY[!RCBL]]$%^KD^0%Q<"K,N(G\L*@IF/)S[E:5HA]3S^;D ' M;9]58/?X!?VD]_(W+,23T7Z)5G(Y<4@'[%?V#K5'X6S[_RAE!0X513\EBL4X[$ Z[_M>GO))4O2\IVZ>#>[1&_?O$-O4)*CVZ58ERQ?E..A5/U7*,-YT]?'35]D1U\S MOCI'U#M#Q". ^)7SJ#K_D;\8J#JJ>3%$Q],?OH!A]{/-JI 8 9QVA*G M+O3)K9L55J_ES:.FIBPCJUN_D\32L,P'GGCX5,0:\=C@-/,;7MC.3)-CG? ME=2=XC)1R.0?QJA31$E9KED^YV@N2FE5W008PZ&3R/L"1OYVPI9EB-AK9\PW;.M?(.#'_,_Y=PZHD&O8TIQ@(/M!/OM<(Q#ZF%[AF&;8>C.<']9CQ/1(&^J#M] MDC^B*5LE5=97;)ZDB?QN2I]}>.S:@< ,^E%+/P(M\PB2.!"803QNB<>O*/.X M)[9M.;I.& F-VH1&^X0X+?@BD4[A.3&.'7\@,(,N]O3!#L=P#Y11GVQ^7TG;FFV2X_: M.V"W>6@[BZTAT7]5E9XD&\1$E"NITH-#,U6_M M="CLL@P%79:!0C/):QM%W38*I$2;/GHE&L3;FP2G\$E4^R2Z9Y"O=-!^E6) ML<73-@'T/*$O:V8-QNYBMROLD6&ZM/#?,T>([A9NAVLU0'[;RG,,H:/) :"9Y M[97HH3M%5J!:3XRA%UFTV-\EVFIGI]>-"W5O$]D$6<\3$>G-$[O5"NIFH-#, M$=%NAL+N"%'0K2,H-).\-C34;6A@YHG8/D1$9%O5!UCXH=HC4;=!VE.:H_Z6M>!!.2G/4W^@UVYD[XMJ]^.ZEF!VE&9UC?'AINOLX5IU0.,.(;!?C8|#2|$%7 M?Z#03/+.U?AN5P-2FDT?VZ49X>T"*WL]DG^.UY6;?MOH9]TNS.1?'LM;F>FUWE;Q;T^8WVZ8KFK#D$]#12:25]I&<^ K4/01*H\.W+5O%2W-9SR!Q7IG4.J.(K-:XN;$RE6]9M_M]T)*D=6'2\X6O*@;J.L/0LFU..E>)FQ?'IW\!U!+ P04_" 7A&=9:H[*.M]K\' "C3 &0 'AL+W=O&/9(F!)F2W FU1-.UV,>Q"D1A;JR2Z%)VTP'[*/DQ35MEM/1@O4AL67Q>BL1^50K'FA-M/[D5,H^4?BN7HW(M=934C?)LY(_'TU$>I<5@<5YO>R<7YV*CLK3@[R0I-WD> MR:^7/|/W%P-O\++#A?;IY&FQ_1U];09BKX$??J.!WS3P#QOXWV@0 M-.V"KA7"ID'8M<*D:5 ?^FAI[/7-T4A%BW.I]HFL!M:TZD4]^G5K/5Y147U1-MKI74GZ:ZG5!0?Q/(+ ^1M0&54249^IEQ%.58^)\(E*!$!HRR(IST=*EZL:MC>(&?;E%^]] !^2-*-2)*Q(>-+2GKK;GSK:C_1A[H[5?SC62]\)O.,K(0G& M)\0?^R'Y>$W)S\^>DI:>774'!0^@M@-$]8=|=W^L 0MV7XZ@Y@:N+|>KHE1RMH[U!D;I>ZQW(*\7S\N^V[\.6%K;3*LL[*$!=1S"\&VM-*+N_X8/'3#]YT_&N; M:$@81<(8"&9)$NXD"5WTQ6M1ED0;,%))P[^HM%ANTG)5R=.FR!8VK6'5->-N-M,3X?W>T\Z-[T.,]PMED%MA[,1?'.M+)[D@GSB.]$G(MM"EQK[S4/^"!+&0#!+C^E.CRG4#*9(29 PBH0Q$,R29+:39.8\16I) MTITD)T1QF>N?*UU]);*$K*-2D2S]O-$SI^W3D]>22W:1%ENN4=+U4M9L+C MM)[[_=MZ_;G<]F.R=W9[AT.B[&<]2B1ZOQT#UK(&?IP9^[O8FVL64GD(R^9P 2 M11$P!H]90ISNA#%FM(I4A(DC")A#2S)/'&)E*.G6<'LZ8E1-S6LY43$N5B MTSY-<0/[Z@*ET8:V//Q_+D.XH>&A"IKC_I>D/.0.T.WK?>0(VFTH=E3SNGQ M@(.*V@/NF!WG0-^S8M42'+-XXV^%I"W0O%27S_;-K<*X*3W%@!)HU :0]%L MG4R(; IUH/&6"B-0FD,1;.%,5'60G0LRU!E[3$V(=ISI^CI<#[VL=63 M^E@5-%Y#:11*8RB;K9:)V!XV8WO0D VE42B-H6BV,"9H>SV3]L.L:M;N&?/) M>.,^?=^A;T&R]H#XP5!_LT3=IVW/'[>EP,O[*$X/&<2B-0FD,1,/5,1^M]WQ6AE5!:11* M8RB;K98)\OX$:U70S ZE42B-H6BV,":S^|[H";*[::MGS+S#..CN3&\A.I9E M]++V&)OX[;OC[_M4D-]D5"1<6]/QS5>B/R%?KEYVN2GKKM3[O("&[>B#%747F-I8GG0,Y8:/59IJ81,8SW@]6W=JG@:\WH/6:E3+-=H5.]U:UV1" M;ZU#:,2A>?[^O??AX;4'5=.6QR3ZP)WHK6M/U_]L=#-[CSHTP4-I#$6SU3$) M/L F^":X*$T]4Q%,T69F_I>,\$;UQ-\O5&QJNHY-4%)=9S9/?DN*EDV;@W M/+11XNY0;S$Z%66MH8HFPP?N#^\H^:4QI.@41Y*MI;.0]%LT4R4#[!1/H\& M>2B-0FD,1:.%,5$^^!^B?-">J@\7I+@[TUN(CF49]JP]QB;*!SVB/&1UBKM@-M[],#FNBA-(:BV=*91!]@$WT 3?10&H72&(IF"V,2?=_ST3_)MTZ?LCK%W;/>MJCRE#PS5!_L\DQ^#!WY_<#1 $M5W 7[GCA0&H72&(IF2V>R?>A!'2V$QGHH MC4)I#$6SA3&Q/G2OK8BA.Z$?^!9@W8]I M8._3 YKGH32&HMG2[?T1>(CU+6BTA](HE,90-%L8$^U#]W)C&]_.]Y;<7>F MMQ =RS)467N,34H/W2G=\BW((A9WP=ZG!S370VD,1,.E,^$_G&%]"QKMH30*MI3$4S1;&1/O0O<(>XUOSCHM8W)W1+43'L@Q5=CO&H[V'+N5<+NNG794DKNZ+ M;Q^QL]NZ>Z+6B_HY4@?;+[VS*Z]E._7.V/9Y60;_?7S7FT@NM5@DX[>Z5'5'M>T#D]HE8VS=*K,M'/MT(I41>OUSQ*.&RVD%_?BMT]&S>5 5VSR5;_=02P,$ M% @ %X1G61\VM58>! NQ(!D :X;"]W;W)K&ULK9AK;]LV&(7_"]$50PNLD4CK8F>V@<19T (K&M3I^:IF6:)NH1&HD M9;?I;.N\I588A2C,F+K0![SDN)Y+'!^Y.*]W!.BP(\197+A]?*KUU7QGN2 M87G%<]+TG2T7&5;Z5.QW$Z_L4+7XAY*C[!R#.5%9&4Q*J4P/KG0%8D34LE7<>__MC:C3>I8=N\R M^@;'NFWD.R NI.)9TUE7D%%6_^(?S41T.B TT $U'5!5=VU457F'%5[.!3\" M4,:6.N5!-=2]MRZ.LO*I(}70=ZGNIY9W9*/ >[#63SLI4@+X%]P$2:@"]SBF M*5642/"Y4%)AEE"Y V_OB.(TE>_ &T 9>-5S0NL!CL6=!K++,(*KDE^!2;>'P!YR =?UW?@[9MW%/MU)M.T>32M*MF&;9KF>.8+!R=)DG$ M@3C+WW^#H?>GI6*_K=BW5OS(N!6!-?V!)58BX252!G?PS+PRL_\UKD:!C/N ,MKZAU?=OHA01LES"<,V$]93%\Y55FX=GYC#R M9RCHKRJ!XBL%=P<=#+P1LEYE"W_P=#0 M%]KQ.S;)LYY_PF&2(.>9.?M:Y+<2(U(.C(H17:4CDTR.F=I:$$9,BA%=1>M&N1&=G20D8$K>N$!]](@-Z*C@XP,;)$=MBLNC\O3;PI[,A>X-<9$?N?\(G&4^]]F_8$D3PO<)R^\S%Z4Y$,T>3EP\KP>M[.?D!&QJW9- MD)[(@JEZ;Z&!VNI,W-3[$:9YO:WS"8L=91*D9*N[>E>17A>BWBFI3Q3/]]V) M#5>*9]7AGN"$B++!OK_E7)U.2H-VOVKY/U!+ P04_" 7A&=9/H3E:%P" M #I!0 &0 'AL+W=O!+MLY"Z<@>6G%50*R9J(&8.,>?C#HU-Z8F"0K(5Y-\2V?.9XQ!!PR M-.Q4OS9P#YP;(FWCSY,3&20-<'^\8]JL^LL*ZK@?O"?+,=RYEP](>"MAR?.M1/<VSRAXP#/?P+PMP#?^NZ%.MK,LY19HF4G1$FMVS:S0QL5(O6YEAM#F6)4[]RC<-T#BLDEV2I#5MO.1!1D$>*.MK63(0)GJNZC7EPBR(G;K^1R0,]XNR!EA-7DN1:MHG:O$1>W&<+K95OFN5_;/ M*!"^AN2*!]XGXGC\E+!LY.3^[^),&U6&&1/Z0R++>\P:E$EQ-.@\%I<(H]M<$O3?YP MS%H/CBS8W*U-ZB7N9D1O.NA-W],+QH1Z5+@G%$ZO/Q\1"P>Q\#VQN !W/:89 M'F@>T8L&O>BDWG,)NBD5^D\=DXL.YQ@HAO7$=%X$(U/BPJD?$PO/CB[((BB MPX_]MU$9UG@V0^1E0, *H_9>&PO=V]R:M:W-H965TY.M+2K)B75,>IOMBDJ29.SPS0VJT.%+VC1\.]'K(MLX(OM8.0Y;6N\^0 .>97M(1'/ME1EF,AIVRO\Y(!3FNC/-,MP_#T')^BQ;UMVAV+%K02&2G@CB%>Y3EFWV\AH\>E9FJGA8]D?Q]08\6)=[#!L3G\H]F=ZQ M["2'@A-.(.!I79C7J]#A:\!7P@<^=D8*25,2K^IR?MTJ1EJ0Y!!(A0#EG_WML((L4T1R&_^TG%KG4AF>CT_L;VOM4LL6,JOH1FO/Y%QP,K2X)OOT7-6V,YSTG1_.'-@YG!!J#:RA@?,(@=T: MV$_UX+0&$E,N!U+5UOM->!B[T8+1(V(*+=G4H(Y^;2WC10I5)QO!Y%,B M[4O4PU:@-V@CZR^M,D!TA]X7-AAP@=8/LAHYH);VU-R_I_W]2||[P7#[JK'KOGLN:j(-M"4\RRBL&Z.O-E@LF#_7?4YENN)Q1+G717?,2)[#4Y$W&@=V#%OW^F^D9?TR% M^3G)XN'[;^1-83[G;"W5GA-SEE@OS]5M%7DZI M]DS">86+|&0DN)B\)?!I2M[\?UQG('Z,LU_.-@?PQR@F-89#6E[AZZKU.O3>K M_D|QD/DFI^0_*M<;.0_]0"!VC!D*2,LTI8'.N=I>AKJ]J_]_$3%*:>QJG M/HCOU!@:.9 Y!CEF($1+.@QR@S+POR08F]JB-2ID M%RQ/=/+$@(3CZ\4-#7<0CS'*MMSA516/49[OF,-H7.)JHJ&?-5\YL'W=]7)9 MQU4AFC=NMHUUC=U/SE8OS6O5^;$>BP,!;9Q_DG?=/$?,-N3@[,,=M*5<>7+ MS+&F,VXF@I9UZ[>E0C:2!? @/R:*8!\OJ-4G";*0?=Y$OT+4$L#!!0 (M !>$9UF"PVKJ^0(($+ 9 >&PO=V]R:W-H965T T"5(;,)JE;JI:M;N8=]#0VX2]X"9;9+VW\\V ME$%"LU4E#\$\VQS,,??B.H2]L#7(IDG&Q\)9:B/S,'F\AA3S4YI#)N\L M*4NQD%.V,GG. "\T*$U,Q\)4D,Z*17KMAT8@6(B$9W##$BSDB.[D"$KH= M&[;QO'!+5FNA%LQHE..5S&#\6.U$0V/7@!X%0 YW\|;@5PM=%2F;8UQ0)'(T:WB*EHR:8&>F\T6KHA MF7]-,\'D72)Q(IK"7*"/:((9>R+9"IVGM,@$PMD"76+ "T#U. "D!TB73@\10$ M)@D_D9"[V10=`YV@(T0R]'U-"RY!?&0*J4IQFW&EX*)4X+R@8 ,Y*7*M#\BQ MG$$'?'(8/H58PFT-=!MP4^Y%O2%.O2&.YG,/:H34R-TT.^W'VT+/DKXYK*1S4"@<'%^DJ[(6H:IVK#7:RYZ?1KOB:QEW*^-.^V_-Q9+ ;^28/+F\9HZ5 M-O;C NOE5 Q[@<%!@9^Y((/(,@>97LDMET*2'PP]9T?E?EPP<++W0[58YK%4. M7'U,PUQ1GG05SD.6U>=,36RV8L$_C/9&UC-O6WW/<>FO)5 S-+/.MM8+]D_AW7UMCH->Q>JJ:B:1X@OFN'@;\KM"O.*5;(6T6J$6J5]N?W,B^?KD9L]..`C!G&4M<_C*>3=?H@[Z3^O+Y5YFR\CS+/ M5K*HLK(@2BZN1N_8Y75 ZP$-XDLFGZK6,:E3N2_+K_7)A_G5B-:,9"YGN@Z1 MF]]'>2WSO(YD>'S;:1WMKUD/;|__B/YGD[QYCZMY'69_Y?-]?)]%(_(7"[2M3:X_ED]_RUU"HHXW*_.J^21/6VQ(1V2VJ72YV@VTV#%99L?U.O^\FHC6 !9X! M?#> GSH =@.@273+K$GK)M7I=*+*)Z)JM(E6'S1STXPVV61%?1OOM#+_9F:<MGGY)59;>YY)*+14LM+DCT)G^]F\OI$ZS?+J-W)!M_=_D->2O:.03\MR M4Z7%@)J,M2%0AQG/=A=[OIT8!USL3]H?$]+'<\0[9?]P^_D3.SG#*7#X7#X#MV*2]SYWO<^=-//#$N]XH)0M-TJJ2NKK$\MD&"/]1*]K-;I3%Z-S![JI']4 MH^FOO["0_HYE-U"P@UQAGROT19]>[)62F+M&9O6!_+;)'M/<>(_>Q6VHL E5 M!X"'*<0QY!KT\;Z0RS.JEC3+;#A:M:P9<0(>8"V)1 M(F*0!1V.+LX'D 4 >"DXSWIN)?TOX:R]=/B@>32 MR A1M5YZ=#F@0=WDBL#@)$T]!,&I5B?;/;K.PBK*X.%Z[NU'DR6$B#I4M,1BCW-.O6$M V0E+K(<>S6;EQ@<6:?/]0X'31CU0M-@G9)$8&&<^-:2%3=V3-WN :L%AB@5 M,,%8=U>+ %G,00!MOOZ=KVK8@CQ0B=U4JH)'9?;...3P3(10P0>DJ16T'C M_8+V,2O)7\IT)+1E]@_^:4LT4+3#5%L&\'P'.*P%? E-Y%83^8 ND&/B& EG MKXKA1.C!5XA6'/E97I"?9 815(\:Y%;_^OZ0>Y*7D2[G0@!,>KC;661#^,(M.6()@0ON]"'..@9 /?K-K2+REW"%'+.%S$BT4Q>8+ ^2Q:.$>XE8E^8LX0XYX M/A$(M_%CN(@*'V^KGWPP=\@Q-8T#T=TN8;@>?PA62V$X?PB8/3ZBVGVFE7@V& 5$%[(^)B^\S4)=UF@N!JAQ9Y-N-@Y1'.MX> MV,.P]3!Q1Q%"!>%;EU8'84\|"(CM"V@8.8 $$1O/$I_;!BI&<++X|!.3VF8MS MIUH1'++#$9W# "A^<90_A-'N(P?SV$*R|P1GV$!"AXH9=Z-SAG|2'@96T8 !{ MN(MQ\-+%U!=UGM0C0&VY$?9[CUKO#^L7M/ZEZR(K*U-G"C*1O(Y.]VKX+MW9]H%2IG.I;H#Y?U&6^\I=), 89R_T9Z^C!02P,$% @ M%X1G66->1K6+ P X1 !D :X;"]W;W)K&UL MS5AMCYLX$/XK%B=5K72WO.9M+T':#517]3VMFK;WH;H/7I@$:\&FMDFV _YL M0V@@:,+2]HJI?@FWF><8SCSW)9'E@_$%D !(]%CD5*RN3LKRV;9%D4&!QQ4J@MZLV6\0)+->4[6Y0<<&I 16Y!CC.U"TRH%2[-VAT/EZR2..:%PQY&HB@+SK[>0 ML\/*L.-EB7>P ?FQO.-J9KPZ&F I M/A$XB),QTJ'<,_:@)V_2E>7H'4$,B=046#WVL(8\UTQ['U\;4JOU]8&GXR/[M:Q.\"N8> "UBS_!^2RFQES2V4PA97N7S/#G|!$]!$\R4L%^83'1I;QT)))20K M&K#:04%H_<2/32). (IG&. U^\/")X ^ W ?ZZ'H $$S_4P:0 F=+.N.W20N MPA*'2\X.B&MKQ:8')OL&K?)%[#XH&\G56Z?P.OQ;G<6W3 AT!QQM,LP!O8QM8I"+5^@/)2*.#X(1\R5@E,4[6T+O2>RD<75,N_*><.6C=XS*3"'8H . MX'+/+.,4%O*W",F/WCK'?>A<)-U!>(=_Y'7E.%PSL9_U\N#4SH]YC_^WTXR M_/8@^(;/?X+OADJ2DKS2|Q9M(*DXD41I'C\F>;?RC,:<%6C-BK*2V-QOMD4Q MYI30W>GI^?Q6$;,W$KQ[|-9J7<1#,]"E\5K4>($5I;J>P!+X'JSPQ6_NU/ES M2* QR:(QR>*1R#I2!JV4P27V\ .3.$4"J:C6CBA(Y6, N\GWOX1R3++]3+!Z)K"/*M!5E^DO4 MF>F84HY)%HU)%H|$UI%RUDHY^REU9G9V[V=3;]:K,^=&_3IS;C%W%SVC^-S(MP5FP*A?809,%E|_E\R MD1M,IKT28Y^7; ?PG>F5A0JKHK+^T=ZNMOWXC>E*>^NW!O7:'5B|=/]N6L1O M!'7S_P[S':$^Y;%KIRKF=HJK_O]>B)9:1K&>R95^VF&&>4N#90[!=,*=), MM(JV7XWP/U\+ P04_" 7A&=9M"S>924# $"P &O 'AL+W=O%&#,(&%I_]2/A0X[.2!!K@%P#T$M%X\> 7 .S9"]P"TMCHW0+@!FZ7:^=B/X_20U%;PBWZ@05))>1G(] 41;+"[3>3T?D,.R"G!&;2 V6A*7D/F5* M7J(1Q[HP=E@D,\B3<5])QB.W/%5+2<9!!%$%?E2/[]3@:12F M5,?=JC-P.PFGD#6(YUP2UW%;%?D,CX=[5=Q+$&]SO@ M_:NF[WHVDO49*-3DHU/1+97H%99W%#=>_]TR=7D@761$%T2> 11,@DD$8 P MOQ\'LZ5C$@&(C^Z%U6%RF/X)H;^RJR#IM.SU[ORUZ;Q5OE/238^$=F>_.U2 M_G:M_)^U["2B"LB<,D'6-%X=*WK.?+TCNMOP.P>RUX9_J^RG)!N?B&Q/=K^4 MW:^5??<+EA77$GV^E00IT%U])++=?['7VP>:YQZ='8\.%F;OMX\8O40TO<;U-MOM/XI9/K-I]E4RZ$O?-93T L3#\E2*9:2IF7&&+8H9+;%-!: =\ M/^=<;2$9UDIO\&PO M=V]R:W-H965T^KYZ,3GC!=>/)'K,Q6/ MY,8(7N\;=@=;.%"0]Y&WL!|CPS%>9L0M^/"K9"N=HO!;QPW.F3,=.A,%E*N[>0Q'7N!-80"$V.9&+VV>(M"6"'*R M\;OF|!D"SP=']D?7.Z4RX)IO)7B!T]--O:N/4AQR3;"/.O=%ZSSN;)\B13; M/6%7QP8>)!MM9%Z#R4'.B^K-]G4=3@"]X1N L :$SG,K09(X7]E#F1M$N)YR)YQE3>&'S2N%6YG36FKER7=87D(_^1A$ XZ^/I-!?N. MK{]9P>G_%9PHQ8H5TA=L8'&_T(@9.[CER8ZI%'Y^)4IX-)CK7VT%JO0'[?KV MUM|HDB4X|NA.:E1,!.*/'W11+DCNT&3W;"+/;!?EW1_R+)!E<,9?0('9$[?MM_GL9HHJ)$20NP/M.'?5F+MZG[FM0%+&0S8<%/"IX%7. M0?_Z'UW_1'/D[%:N/V!(\Y*8P51-I5IL6/*DS2]_,;?B=/<%+@E*!::R MJZHG5A,C2]>'%M)05W/#C'XC]&P [2^E-,>)%6A^3/$?4$L#!!0 (!>$ M9UF"?"G6=@(*<' 9 >&PO=V]R:W-H965TYA4K0P>$]NVPG#+=V4MM1/L);'/]WWG|RZYB[="WJL"0*-=R;@:>X76U0ACE150$G4A*N#F9"5D2;39 MRC56E022.U#)<.#!0UP2RKTD=K;Y3&)1:T8YS"52=5D2^7L"3&S'WL#;&VIMNM#6@).X(FM8@+ZKYM+L<,>2T0*XHH(C";NQ=S48S2+K(QR^4=BJ@S6R2I9" MW-O-0=3[V?'LA8)!RT#,:P-38.P2F6Q\:CF|+J0%']W)'=====J-E211,!?M.MRF%%:]9OQ?8+M'HN+5\FF')/M&U\P]!#6:VT^%NPN4%)>?,FNS8/ M!P##TP]{6D#P&!]0A;0/C<'%+B)X;X;(%..FX3>X2EQ)-DEB*+9+6V[#9MA29*0%_)#A0Z2T$3RM0Y>H?N%BDZ>WT>8VVB M6%^\OV+ -'9L=!9O$C_'F,\G/=*3'K-C'HU, M?-!Y2!!KU_(5RD3-=?-1=M9NJERY9OK(/AF,IH,>>VJF4#,T_M(W(^R&R#7E M"C%8F5#^Q7O3&&4S%IJ-%!7K>TNA31=UR\),4I#6P9ROA-#[C0W0S>;D#U!+ M P04_" 7A&=9:8-YH^D# N#&0 'AL+W=O!+MLY"Z<@>6G%50*R9J(&8.,>?C#HU-Z8F"0K(5Y-\2V?.9XQ!!PR M-.Q4OS9P#YP;(FWCSY,3&20-<'^\8]JL^LL*ZK@?O"?+,=RYEP](>"MAR?.M1/<VSRAXP#/?P+PMP#?^NZ%.MK,LY19HF4G1$FMVS:S0QL5(O6YEAM#F6)4[]RC<-T#BLDEV2I#5MO.1!1D$>*.MK63(0)GJNZC7EPBR(G;K^1R0,]XNR!EA-7DN1:MHG:O$1>W&<+K95OFN5_;/ M*!"^AN2*!]XGXGC\E+!LY.3^[^),&U6&&1/Z0R++>\P:E$EQ-.@\%I<(H]M<$O3?YP MS%H/CBS8W*U-ZB7N9D1O.NA-W],+QH1Z5+@G%$ZO/Q\1"P>Q\#VQN !W/:89 M'F@>T8L&O>BDWG,)NBD5^D\=DXL.YQ@HAO7$=%X$(U/BPJD?$PO/CB[((BB MPX_]MU$9UG@V0^1E0, *H_9>&PO=V]R:M:W-H965TY.M+2K)B75,>IOMBDJ29.SPS0VJT.%+VC1\.]'K(MLX(OM8.0Y;6N\^0 .>97M(1'/ME1EF,AIVRO\Y(!3FNC/-,MP_#T')^BQ;UMVAV+%K02&2G@CB%>Y3EFWV\AH\>E9FJGA8]D?Q]08\6)=[#!L3G\H]F=ZQ M["2'@A-.(.!I79C7J]#A:\!7P@<^=D8*25,2K^IR?MTJ1EJ0Y!!(A0#EG_WML((L4T1R&_^TG%KG4AF>CT_L;VOM4LL6,JOH1FO/Y%QP,K2X)OOT7-6V,YSTG1_.'-@YG!!J#:RA@?,(@=T: MV$_UX+0&$E,N!U+5UOM->!B[T8+1(V(*+=G4H(Y^;2WC10I5)QO!Y%,B M[4O4PU:@-V@CZR^M,D!TA]X7-AAP@=8/LAHYH);VU-R_I_W]2||[P7#[JK'KOGLN:j(-M"4\RRBL&Z.O-E@LF#_7?4YENN)Q1+G717?,2)[#4Y$W&@=V#%OW^F^D9?TR% M^3G)XN'[;^1-83[G;"W5GA-SEE@OS]5M%7DZI M]DS">86+|&0DN)B\)?!I2M[\?UQG('Z,LU_.-@?PQR@F-89#6E[AZZKU.O3>K M_D|QD/DFI^0_*M<;.0_]0"!VC!D*2,LTI8'.N=I>AKJ]J_]_$3%*:>QJG M/HCOU!@:.9 Y!CEF($1+.@QR@S+POR08F]JB-2ID M%RQ/=/+$@(3CZ\4-#7<0CS'*MMSA516/49[OF,-H7.)JHJ&?-5\YL'W=]7)9 MQU4AFC=NMHUUC=U/SE8OS6O5^;$>BP,!;9Q_DG?=/$?,-N3@[,,=M*5<>7+ MS+&F,VXF@I9UZ[>E0C:2!? @/R:*8!\OJ-4G";*0?=Y$OT+4$L#!!0 (M !>$9UF"PVKJ^0(($+ 9 >&PO=V]R:W-H965T T"5(;,)JE;JI:M;N8=]#0VX2]X"9;9+VW\\V ME$%"LU4E#\$\VQS,,??B.H2]L#7(IDG&Q\)9:B/S,'F\AA3S4YI#)N\L M*4NQD%.V,GG. "\T*$U,Q\)4D,Z*17KMAT8@6(B$9W##$BSDB.[D"$KH= M&[;QO'!+5FNA%LQHE..5S&#\6.U$0V/7@!X%0 YW\|;@5PM=%2F;8UQ0)'(T:WB*EHR:8&>F\T6KHA MF7]-,\'D72)Q(IK"7*"/:((9>R+9"IVGM,@$PMD"76+ "T#U. "D!TB73@\10$ M)@D_D9"[V10=`YV@(T0R]'U-"RY!?&0*J4IQFW&EX*)4X+R@8 ,Y*7*M#\BQ MG$$'?'(8/H58PFT-=!MP4^Y%O2%.O2&.YG,/:H34R-TT.^W'VT+/DKXYK*1S4"@<'%^DJ[(6H:IVK#7:RYZ?1KOB:QEW*^-.^V_-Q9+ ;^28/+F\9HZ5 M-O;C NOE5 Q[@<%!@9^Y((/(,@>97LDMET*2'PP]9T?E?EPP<++W0[58YK%4. M7'U,PUQ1GG05SD.6U>=,36RV8L$_C/9&UC-O6WW/<>FO)5 S-+/.MM8+]D_AW7UMCH->Q>JJ:B:1X@OFN'@;\KM"O.*5;(6T6J$6J5]N?W,B^?KD9L]..`C!G&4M<_C*>3=?H@[Z3^O+Y5YFR\CS+/ M5K*HLK(@2BZN1N_8Y75 ZP$-XDLFGZK6,:E3N2_+K_7)A_G5B-:,9"YGN@Z1 MF]]'>2WSO(YD>'S;:1WMKUD/;|__B/YGD[QYCZMY'69_Y?-]?)]%(_(7"[2M3:X_ED]_RUU"HHXW*_.J^21/6VQ(1V2VJ72YV@VTV#%99L?U.O^\FHC6 !9X! M?#> GSH =@.@273+K$GK)M7I=*+*)Z)JM(E6'S1STXPVV61%?1OOM#+_9F:<MGGY)59;>YY)*+14LM+DCT)G^]F\OI$ZS?+J-W)!M_=_D->2O:.03\MR M4Z7%@)J,M2%0AQG/=A=[OIT8!USL3]H?$]+'<\0[9?]P^_D3.SG#*7#X7#X#MV*2]SYWO<^=-//#$N]XH)0M-TJJ2NKK$\MD&"/]1*]K-;I3%Z-S![JI']4 MH^FOO["0_HYE-U"P@UQAGROT19]>[)62F+M&9O6!_+;)'M/<>(_>Q6VHL E5 M!X"'*<0QY!KT\;Z0RS.JEC3+;#A:M:P9<0(>8"V)1 M(F*0!1V.+LX'D 4 >"DXSWIN)?TOX:R]=/B@>32 MR A1M5YZ=#F@0=WDBL#@)$T]!,&I5B?;/;K.PBK*X.%Z[NU'DR6$B#I4M,1BCW-.O6$M V0E+K(<>S6;EQ@<6:?/]0X'31CU0M-@G9)$8&&<^-:2%3=V3-WN :L%AB@5 M,,%8=U>+ %G,00!MOOZ=KVK8@CQ0B=U4JH)'9?;...3P3(10P0>DJ16T'C M_8+V,2O)7\IT)+1E]@_^:4LT4+3#5%L&\'P'.*P%? E-Y%83^8 ND&/B& EG MKXKA1.C!5XA6'/E97I"?9 815(\:Y%;_^OZ0>Y*7D2[G0@!,>KC;661#^,(M.6()@0ON]"'..@9 /?K-K2+REW"%'+.%S$BT4Q>8+ ^2Q:.$>XE8E^8LX0XYX M/A$(M_%CN(@*'V^KGWPP=\@Q-8T#T=TN8;@>?PA62V$X?PB8/3ZBVGVFE7@V& 5$%[(^)B^\S4)=UF@N!JAQ9Y-N-@Y1'.MX> MV,.P]3!Q1Q%"!>%;EU8'84\|"(CM"V@8.8 $$1O/$I_;!BI&<++X|!.3VF8MS MIUH1'++#$9W# "A^<90_A-'N(P?SV$*R|P1GV$!"AXH9=Z

9MZ@54$'%)C0U#\V< <.+>14,>/75"O M&=,Z'C_OHW]V\ BS!:KFDQ_%,K.>>B,/9)#3BIL'N?T".Z"\C9=*KMTWV>YL M X^DE3:RV#FC@H*)^I<^[2;BR 'C=#M$,X?HU*%_QB'>.<0.M%;FL.ZHH;.) MDENBK#5&LP]N;IPWTC!AEW%A%+YEZ&=FBZHL.>"Z&,K)G.HU^8PKJ\GI.S"4 M4>8(^'L9:6IR/3$-SB^C>*GN[%NZ[&B,V.-R3_&UT,>"RBL2!Q!)%$3]#CWS_^X>7Y 3-W.9NWCQ3\TE M^53W:?+WS5(;A1OWGZZYJV/WNV;,;+{6)4UAZF&Z.E ;\&;__A{FP6[=X&\4 Mf.4T])MIZ%^*/OLJ#&!40TKZ7(.GG&K-<@89H9K@$:Z86)5YS S##HW4SU* MXD:QI[%F%D=!.)KXFV/2ME48QT%C\()@T! .+A+)/E=BEY];11QXW$GMR28#B M\1(T3-5'0Y?447OZHD%R(K5M=$;JN)$ZOBCU?,)FE*W07(E"R+-&A01=NHK MI>R4.P1-C/SY[3-N@XV2X0E8VVB,A4DW6Q@<+KO@C>D.AQ4'K!:(LF5!3^.] M"ANU6>=%&%Q8F)]PPR3])V<9CR[T\/54QTUVE DNZS-8'A;'//.F=45%"B25 M^@Q$^#I$VV00GT.(#@C1_\GQDK*LQT3OD2%%AC='!EB'$%S&5(H-[D%FSV[\ MT7+ 9'EW]4>16@5]X@Q0O/7A]U'=/T-D?O MC2OU3OIO;3'L*KI#F+]2 D;5B@F-^R_'D.'5$"=;U<5IW3"R=2FGW###M#\19C]"U\+ P04 " 7A&=9=[W>6C8# #N$P M#0 'AL+W-T>6QEF^!"&Y73.J8))BV1*Y]38KIZ%9;$934L@Y2+L=3IQF%,NR6@@ M%_E=;1(@JA;2#*$GS=V5GG MZ?)V-WY1 9'R!ZU;$7JERAF'Q\F/P^<4SZYB#I/Y70;W/;F'[P!-#PQR(5J#/>("HT%! MC6%.WME.-,@*OH""NOVX*JS#F:;K;N^:K G5S2:9*)TRW:,IDB8T&@B6@1W- M9W.X&U6$!JCG++*,+81Y;<$C6[.\LY8L\;4?=PT+4HI;M+S"I;MP>M5FTN+E.V9.FX[NK9I&H&MF&SUA<0=I&JZO(C&,=A?@0P+ _F ,,X%I;G?YI/ M'YV/PS!O?2_21SE]E.-8/F1F^"L%FBE8&"[M@-4.Y/?G@9KRRI<_X=O]!M02P,$% @%X1G69>* MNQS $P(L !?3T\$MP>;4#M.*2VBZD8_1!2:5K5N %(MMB6/:(7->=!3W.:+T]! M;X"O.DQO0FE(2S,.\W2?S+W\PLI++0QXW$G1H2)8%H%R=.BM':5_"B1/M9!FDJRM;'PZJBF7R:>ON(!F>A1N*;M*RY6$1M=PS!G6O.UWFV3# M#5]RP>WS)("?!4M(S26O^4]639)Q0LQ:.?!0FO14TE*Q*+428I*DW8Y!IBTOMWS4O'.0=71K?8NGR!P6027(ZA@Y77!OKC_#]4V#<,#BXVVJMNN3",CVCEOVN M5=MP^>"Z@:L8!9?AX[#[[()XIO]/&-5JQ4LV4V5;,VFI.&HF'* T:]Z8A$A:MLTDR51NFR9P^,'=1<);KJKM "V1!N/09AQWZJO*.,7FD48)7"RI(1 M'T<3 &8(8'8P0'(TIP%DCD#F'PBY\]?N(GQ'SW19TSS#74S=3C9?$& OL0%NF;4M]%C2,38UC^/2G)>E;B$-KCGU.N7,^%&\M6MPR#3$1 T262$SM@SOIQ2311K9 M%O=40[$(U<2;,^,)1?20B$2\F&>2".+X@;ZO5;&D#F,X&)-=:\,P.201K;# MASE>POU?D:FJH2?C#PKY,"^DD<5P)4M5,W)'G_ID)BFD@C>P!B%/-;2V#1-HWP%]7".Y1<"K7MX6$*2",]8$Z?R<,G@_^YJ^YFMW)1"F;.?')@6TLA>N)*&5Y"Q=Y6,.#D7&L*X^Q'/BR3,5MDD6V!^IX@O:VW4 M5> DQ.3TDT?6SRNF_T(NGMRT^1,.$!/33QY9/WB%D8>8F(+RR KR%<8Q64!7M50M.AR'OBH[W:8XI*(^^K.4Q_R-[,/ODD>TS$,BI9A6WY)*6O4 6F'V*R/89 MP'Q)=W>#JA 3LT_Q 0M@_\)\JS:?FA 3LT\1W3X>P#:5Y@]BDBVV=OR=Y-3B$F9I\BLGT0MS'-CVA 3LT\1V3]A"N3P6&/2*0[UW//.C05FGL*;9[1[$5ZQ%9>LNH%3&&@O MJ2CGFKB/;JF ,,''K_7=?P^_0-02P,$% @ %X1G M68YA./J] 0 >AT !H !X;"]?{0YI6ZYS;MQ#2?!WW=>HW;3R;^M5##H8C$)W/Z-ZGIS/LU.;?S/Q&;YW.SC1S/_W1=#_F-P^&FZ;5K'MF'O>K.Y6,4^K<-S=;J=PN4C_/+GJ?2ZF57>YD"J4#E((TO)!!D%6/L@AR,L'M#2%H6#YH!$&C\D$O$/12/N@5@E[+!XTA:%P^2 8HXX @Z0%K JT%N18"KP7! M%@*Q!$6 KD%Z18"NP7Q%@*!%?56 KT5]58"O?7AM9YM ;T6]E4!O1;V50&|%O95 ;T6]E4!O1;V50&|%O95 ;T6]E4!O0[V-0&]# MO8U ;T.]C4!O>]@L(=#;4&\CT-M0;R/0VU!O(}#;4&\CT-M0;R/0VU!O(]#; M46\GT-M1;R?0VU%O}#;46\GT-L?-KL)!';4VPGT=M3;"?1VU-L)!';4VPGT M=M3;GZEWR]==3+>>ZQJ;!Y)=3Z_&V^?ORRO·Q'GX07G $>M[!02P,$% M @ %X1G69PKTP^] 0 =QT !,!;0V]N=&5N=%]4>7?!E&ULS=G) M;L(P% 707T'9(F(\E X"-FVW+8O^@)L\2$026[:A\/=UPB"UHJB(2KV;1(GM M=U]LZ6PR?MM:\KU-735^DA0AV ?&?%90K7UJ+#5O9&YB:]];9DXJCR2>]Q-['-FB3:VJK,=(CC M;-WDWU(&^X0TKN5F^**TOA\G).QD0COR<\!^W>N:G"MSZLVT"R^ZCK/8IF(^ M;"ORZ?D2)WHF\WF946ZR51V7I-XZTKDOB$)=I;NB_?/)(>XPf;[\ZORNS+G M./FC/7QQ!Q='G$9UD'04UB@0 +$ 0 " 0 !D;V-0&UL4$L! A0#% @ %X1G65?6J'CN *P(!$ M (!KP&1O8U!R;W!S+V-O&UL4$L! A0#% @ %X1G69E< MG",0!@ G"< !, (!S $ 'AL+W1H96UE+W1H96UE,2YX M;6Q02P$"% ,4 " 7A&=9&EM^X-P% #1'@ & @($- M" >&PO=V]R:W-H965T&UL4$L! A0#% @ %X1G61_L M*856!@ A1H !@ ("!'PX 'AL+W=O$9UG\9>2<$@, /<* 8 M " @:L4 !X;"]W;W)K&PO=V]R:W-H965T M&UL4$L! A0#% @ %X1G65*B_R01"P ,VT !@ M ("!KAX 'AL+W=O$9UG"B3//(P@ %8L 8 " @?4I !X;"]W;W)K M&PO=V]R:W-H965T&UL4$L! M A0#% @ %X1G62;1\X[! @ 7@8 !@ ("!Y#L 'AL M+W=O$9UE!*.Z+-00 M /\(8 " @=L^ !X;"]W;W)K&PO=V]R:W-H965T$9UFT ME;Y-TP(*&$ 9 " @25(!X;"]W;W)K&UL4$L! A0#% @ %X1G66/M@ ^<"@ M1X !D M ("!+TL 'AL+W=O&PO=V]R:W-H M965T$9UE%-I&B.@, !P' 9 M " @3A< !X;"]W;W)K&UL4$L! M A0#% @ %X1G6>!'5+=.!0 5@T !D ("]5\ 'AL M+W=O]6-29L" M #H!0 &0@($Z90 >&PO=V]R:W-H965T$9UF6Y(09_P(,<& 9 " M@0QH !X;"]W;W)K&UL4$L! A0#% @ %X1G M6=B0O=IT P ^ < !D ("!0FL 'AL+W=OD'MV0" #*!0 &0 M @('M;@>&PO=V]R:W-H965T$9UD >H^K0P((H& 9 " @8AQ !X;"]W;W)K M&UL4$L! A0#% @ %X1G624//.C0 @ 508 M !D ("! G0 'AL+W=O&PO=V]R:W-H965T$9UE?;U. MF0, &\(9 " @0QZ !X;"]W;W)K&UL4$L! A0#% @ %X1G6=II&8KE @ A08 !D M ("!W'T 'AL+W=O&PO=V]R:W-H965T M$9UDJLT0\$P0 -X(9 M " @3.' !X;"]W;W)K&UL4$L! A0#M% @ %X1G61V"X,1. P 4P< !D ("!?8L 'AL+W=O M&PO=V]R:W-H965T$9UE+;E& A0, $(9 " @>61 M !X;"]W;W)K&UL4$L! A0#% @ %X1G65NI MAN0@ P JPH !D ("!H94'AL+W=O0;J%S(# _# &0 M @('XF >&PO=V]R:W-H965T$9UF]1"% WY (&D) 9 " @6&< !X;"]W;W)K&UL4$L! A0#% @ %X1G693;!0%X @ L 8 !D M ("!?)\ 'AL+W=O&PO M=V]R:W-H965T$9UE,PQ#I&@, M ",) 9 " @8&E !X;"]W;W)K&UL4$L! A0#% @ %X1G62_:%TZ[@ Q@8 !D ("! MT[@ 'AL+W=O&PO=V]R:W-H965T$9UE(*E"A\@4 $@] 9 M " @0&O !X;"]W;W)K&UL4$L! A0#% M @ %X1G66J.RO;_!P HTP !D ("!*K4 'AL+W=O&PO=V]R:W-H965T$9UD^A.5H7 (.D% 9 " @77! !X M;"]W;W)K&UL4$L! A0#% @ %X1G6>#9#Y&5 M P]@P !D ("!",0 'AL+W=O&PO=V]R:W-H965T$ M9UEXH5]TZ04)T> 9 " @03+ !X;"]W;W)K&UL4$L! A0#% @ %X1G66->1K6+ P X1 !D M ("!)-$'AL+W=O924# $"P &0 @('FU >&PO=V]R M:W-H965T$9UDIO\&UL M4$L! A0#% @ %X1G68)*=9V @ IP< !D ("!)L M 'AL+W=O&PO=V]R:W-H965T$9UEWO=Y.-@, .X3 - M " ?3A !X;"]S='EL97,N>&UL4$L! A0#% @ %X1G69>*NQS M$P(L (!5>4 %]R96QS+RYR96QS4$L! A0#% @ M%X1G62BEN=)@! ER \ (!/N8 'AL+W=O$9UF.83CZO0$'H= : " M $ M9UF<*],/O0$ '<= 3 " <#L !;0V]N=&5N=%]4>7?!E <&UL4$L%!@ Y #D A@\ *[N $! end XML 69 Show.js IDEA: XBRL DOCUMENT // Edgar(tm) Renderer was created by staff of the U.S. Securities and Exchange Commission. Data and content created by government employees within the scope of their employment are not subject to domestic copyright protection. 17 U.S.C. 105. var Show={};Show.LastAR=null,Show.showAR=function(a,r,w){if(Show.LastAR)Show.hideAR();var e=a;while(e&&e.nodeName!='TABLE')e=e.nextSibling;if(!e||e.nodeName!='TABLE'){var ref=((window)?w.document:document).getElementById(r);if(ref){e=ref.cloneNode(!0); e.removeAttribute('id');a.parentNode.appendChild(e)}} if(e)e.style.display='block';Show.LastAR=e};Show.hideAR=function(){Show.LastAR.style.display='none'};Show.toggleNext=function(a){var e=a;while(e.nodeName!='DIV')e=e.nextSibling;if(!e.style){}else if(!e.style.display){}else{var d,p ,if(e.style.display=='none'){d='block';p='-'}else{d='none';p='+'} e.style.display=d;if(a.textContent){a.textContent=p+a.textContent.substring(1)}else{a.innerText=p+a.innerText.substring(1)}}} XML 70 report.css IDEA: XBRL DOCUMENT /* Updated 2009-11-04 */ /* v2.2.0.24 */ /* DefRef Styles */ .report table.authRefData{ background-color: #def; border: 2px solid #2F4497; font-size: 1em; position: absolute; } .report table.authRefData a{ display: block; font-weight: bold; } .report table.authRefData p{ margin-top: 0px; } .report table.authRefData .hide{ background-color: #2F4497; padding: 1px 3px 0px 0px; text-align: right; } .report table.authRefData .hide a:hover{ background-color: #2F4497; } .report table.authRefData .body{ height: 150px; overflow: auto; width: 400px; } .report table.authRefData table{ font-size: 1em; } /* Report Styles */ .pl a, .pl a:visited{ color: black; text-decoration: none; } /* table */ .report{ background-color: white; border: 2px solid #acf; clear: both; color: black; font: normal 8pt Helvetica, Arial, san-serif; margin-bottom: 2em; } .report hr{ border: 1px solid #acf; } /* Top labels */ .report th{ background-color: #acf; color: black; font-weight: bold; text-align: center; } .report th.void{ background-color: transparent; color: #000000; font: bold 10pt Helvetica, Arial, san-serif; text-align: left; } .report .pl{ text-align: left; vertical-align: top; white-space: normal; width: 200px; white-space: normal; /* word-wrap: break-word; */ } .report td.pl a,a{ cursor: pointer; display: block; width: 200px; overflow: hidden; } .report td.pl div.a{ width: 200px; } .report td.pl a:hover{ background-color: #ffc; } /* Header rows... */ .report tr.rh{ background-color: #acf; color: black; font-weight: bold; } /* Calendars... */ .report .rc{ background-color: #f0f0f0; } /* Even rows... */ .report .re, .report .reu{ background-color: #def; } .report .reu td{ border-bottom: 1px solid black; } /* Odd rows... */ .report .ro, .report .rou{ background-color: white; } .report .rou td{ border-bottom: 1px solid black; } .report .rou table td, .report .reu table td{ border-bottom: 0px solid black; } /* styles for footnote marker */ .report .fn{ white-space: nowrap; } /* styles for numeric types */ .report .num, .report .nump{ text-align: right; white-space: nowrap; } .report .nump{ padding-left: 2em; } .report .nump{ padding: 0px 0.4em 0px 2em; } /* styles for text types */ .report .text{ text-align: left; white-space: normal; } .report .text .big{ margin-bottom: 1em; width: 17em; } .report .text .more{ display: none; } .report .text .note{ font-style: italic; font-weight: bold; } .report .text .small{ width: 10em; } .report sup{ font-style: italic; } .report .outerFootnotes{ font-size: 1em; } XML 72 FilingSummary.xml IDEA: XBRL DOCUMENT 3.24.3 html1202291false290false8 falsefalseR1.htm0000001 - Document - Cover PageSheethttp://www.next-decade.com/role/CoverPageCover PageCover1 falsefalseR2.htm9952151 - Statement - Consolidated Balance SheetsSheethttp://www.next-decade.com/role/ConsolidatedBalanceSheetsConsolidated Balance SheetsStatements2 falsefalseR3.htm9952152 - Statement - Consolidated Balance Sheets (Parentheticals)Sheethttp://www.next-decade.com/role/ConsolidatedBalanceSheetsParentheticalsConsolidated Balance Sheets (Parentheticals)Statements3 falsefalseR4.htm9952153 - Statement - Consolidated Statements of OperationsSheethttp://www.next-decade.com/role/ConsolidatedStatementsofOperationsConsolidated Statements of OperationsStatements4 falsefalseR5.htm9952154 - Statement - Consolidated Statement of Stockholders' Equity and Convertible Preferred StockSheethttp://www.next-decade.com/role/ConsolidatedStatementofStockholdersEquityandConvertiblePreferredStockConsolidated Statement of Stockholders' Equity and Convertible Preferred StockStatements5 falsefalseR6.htm9952155 - Statement - Consolidated Statements of Cash FlowsSheethttp://www.next-decade.com/role/ConsolidatedStatementsofCashFlowsConsolidated Statements of Cash FlowsStatements6 falsefalseR7.htm9952156 - Disclosure - Background and Basis of PresentationSheethttp://www.next-decade.com/role/BackgroundandBasisofPresentationBackground and Basis of PresentationNotes7 falsefalseR8.htm9952157 - Disclosure - Property, Plant and EquipmentSheethttp://www.next-decade.com/role/PropertyPlantandEquipmentProperty, Plant and EquipmentNotes8 falsefalseR9.htm9952158 - Disclosure - DerivativesSheethttp://www.next-decade.com/role/DerivativesDerivativesNotes9 falsefalseR10.htm9952159 - Disclosure - LeasesSheethttp://www.next-decade.com/role/LeasesLeasesNotes10 falsefalseR11.htm9952160 - Disclosure - Accrued Liabilities and Other Current LiabilitiesSheethttp://www.next-decade.com/role/AccruedLiabilitiesandOtherCurrentLiabilitiesAccrued Liabilities and Other Current LiabilitiesNotes11 falsefalseR12.htm9952161 - Disclosure - DebtSheethttp://www.next-decade.com/role/DebtDebtNotes12 falsefalseR13.htm9952162 - Disclosure - Variable Interest EntitySheethttp://www.next-decade.com/role/VariableInterestEntityVariable Interest EntityNotes13 falsefalseR14.htm9952163 - Disclosure - Net Loss Per ShareSheethttp://www.next-decade.com/role/NetLossPerShareNet Loss Per ShareNotes14 falsefalseR15.htm9952164 - Disclosure - Share-based CompensationSheethttp://www.next-decade.com/role/SharebasedCompensationShare-based CompensationNotes15 falsefalseR16.htm9952165 - Disclosure - Income TaxesSheethttp://www.next-decade.com/role/IncomeTaxesIncome TaxesNotes16 falsefalseR17.htm9952166 - Disclosure - Commitments and ContingenciesSheethttp://www.next-decade.com/role/CommitmentsandContingenciesCommitments and ContingenciesNotes17 falsefalseR18.htm9952167 - Disclosure - Supplemental Cash FlowsSheethttp://www.next-decade.com/role/SupplementalCashFlowsSupplemental Cash FlowsNotes18 falsefalseR19.htm995410 - Disclosure - Pay vs Performance DisclosureSheethttp://xbrl.sec.gov/ecd/role/PvpDisclosurePay vs Performance DisclosureNotes19 falsefalseR20.htm995445 - 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Liabilities - Schedule of Accrued Liabilities and Other Current Liabilities (Details)Details37 falsefalseR38.htm9954488 - Disclosure - Debt - Schedule of Debt (Details)Sheethttp://www.next-decade.com/role/DebtScheduleofDebtDetailsDebt - Schedule of Debt (Details)Details38 falsefalseR39.htm9954489 - Disclosure - Debt - Narrative (Details)Sheethttp://www.next-decade.com/role/DebtNarrativeDetailsDebt - Narrative (Details)Details39 falsefalseR40.htm9954490 - Disclosure - Debt - Schedule of Credit Facilities Outstanding (Details)Sheethttp://www.next-decade.com/role/DebtScheduleofCreditFacilitiesOutstandingDetailsDebt - Schedule of Credit Facilities Outstanding (Details)Details40 falsefalseR41.htm9954491 - Disclosure - Debt - Schedule of Maturities of Long-term Debt (Details)Sheethttp://www.next-decade.com/role/DebtScheduleofMaturitiesofLongtermDebtDetailsDebt - Schedule of Maturities of Long-term Debt (Details)Details41 falsefalseR42.htm9954492 - Disclosure - Debt - Schedule of Interest Expense (Details)Sheethttp://www.next-decade.com/role/DebtScheduleofInterestExpenseDetailsDebt - Schedule of Interest Expense (Details)Details42 falsefalseR43.htm9954493 - Disclosure - Debt - Carrying Amount and Fair Value of Debt (Details)Sheethttp://www.next-decade.com/role/DebtCarryingAmountandFairValueofDebtDetailsDebt - Carrying Amount and Fair Value of Debt (Details)Details43 falsefalseR44.htm9954494 - Disclosure - Variable Interest Entity (Details)Sheethttp://www.next-decade.com/role/VariableInterestEntityDetailsVariable Interest Entity (Details)Detailshttp://www.next-decade.com/role/VariableInterestEntityTables44 falsefalseR45.htm9954495 - Disclosure - Net Loss Per Share (Details)Sheethttp://www.next-decade.com/role/NetLossPerShareDetailsNet Loss Per Share (Details)Detailshttp://www.next-decade.com/role/NetLossPerShareTables45 falsefalseR46.htm9954496 - Disclosure - Share-based Compensation - Narrative (Details)Sheethttp://www.next-decade.com/role/SharebasedCompensationNarrativeDetailsShare-based Compensation - Narrative (Details)Details46 falsefalseR47.htm9954497 - Disclosure - 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Disclosure - Share-based Compensation - Assumptions used in Estimating Fair Value of Stock Options (Details)", "shortName": "Share-based Compensation - Assumptions used in Estimating Fair Value of Stock Options (Details)", "isDefault": "false", "groupType": "disclosure", "subGroupType": "details", "menuCat": "Details", "order": "47", "firstAnchor": { "contextRef": "c-120", "name": "us-gaap:SharebasedCompensationArrangementBySharebasedPaymentAwardFairValueAssumptionsExpectedTerm1", "unitRef": null, "xsiNil": "false", "lang": "en-US", "decimals": null, "ancestors": ["span", "td", "tr", "table", "div", "ix:continuation", "ix:continuation", "body", "html"], "reportCount": 1, "baseRef": "next-20240930.htm", "first": true, "unique": true }, "uniqueAnchor": { "contextRef": "c-120", "name": "us-gaap:SharebasedCompensationArrangementBySharebasedPaymentAwardFairValueAssumptionsExpectedTerm1", "unitRef": null, "xsiNil": "false", "lang": "en-US", "decimals": null, "ancestors": ["span", "td", "tr", "table", "div", "ix:continuation", "ix:continuation", "body", "html"], "reportCount": 1, "baseRef": "next-20240930.htm", "first": true, "unique": true } }, "R48": { "role": "http://www.next-decade.com/role/IncomeTaxesDetails", "longName": "9954498 - 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Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer)." } } }, "auth_ref": ["r54", "r568"] }, "next_AccruedLiabilitiesAcquisitionOfPropertyPlantAndEquipment": { "xbrltype": "monetaryItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "AccruedLiabilitiesAcquisitionOfPropertyPlantAndEquipment", "crdr": "credit", "presentation": ["http://www.next-decade.com/role/SupplementalCashFlowsDetails"], "lang": { "en-us": { "role": { "terseLabel": "Accruals for acquisition of property, plant and equipment", "label": "Accrued Liabilities, Acquisition Of Property, Plant And Equipment", "documentation": "Future cash outflow to pay for purchases of fixed assets that have occurred, included in accrued liabilities." } } }, "auth_ref": [] }, "us-gaap_AccruedLiabilitiesAndOtherLiabilities": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AccruedLiabilitiesAndOtherLiabilities", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/AccruedLiabilitiesandOtherCurrentLiabilitiesScheduleofAccruedLiabilitiesandOtherCurrentLiabilitiesDetails": { "parentTag": null, "weight": null, "order": null, "root": true } }, "presentation": ["http://www.next-decade.com/role/AccruedLiabilitiesandOtherCurrentLiabilitiesScheduleofAccruedLiabilitiesandOtherCurrentLiabilitiesDetails"], "lang": { "en-us": { "role": { "totalLabel": "Total accrued and other current liabilities", "label": "Accrued Liabilities and Other Liabilities", "documentation": "Amount of expenses incurred but not yet paid nor invoiced, and liabilities classified as other." } } }, "auth_ref": [] }, "us-gaap_AccruedLiabilitiesAndOtherLiabilitiesAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AccruedLiabilitiesAndOtherLiabilitiesAbstract", "lang": { "en-us": { "role": { "label": "Accrued Liabilities and Other Liabilities [Abstract]" } } }, "auth_ref": [] }, "us-gaap_AccruedLiabilitiesCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AccruedLiabilitiesCurrent", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_LiabilitiesCurrent", "weight": 1.0, "order": 2.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedBalanceSheets", "http://www.next-decade.com/role/VariableInterestEntityDetails"], "lang": { "en-us": { "role": { "terseLabel": "Accrued and other current liabilities", "label": "Accrued Liabilities, Current", "documentation": "Carrying value as of the balance sheet date of obligations incurred and payable, pertaining to costs that are statutory in nature, are incurred on contractual obligations, or accumulate over time and for which invoices have not yet been received or will not be rendered. Examples include taxes, interest, rent and utilities. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer)." } } }, "auth_ref": ["r57"] }, "next_AccruedLiabilitiesDebtAndEquityIssuanceCosts": { "xbrltype": "monetaryItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "AccruedLiabilitiesDebtAndEquityIssuanceCosts", "crdr": "credit", "presentation": ["http://www.next-decade.com/role/SupplementalCashFlowsDetails"], "lang": { "en-us": { "role": { "terseLabel": "Accrued liabilities for debt and equity issuance costs", "label": "Accrued Liabilities, Debt And Equity Issuance Costs", "documentation": "The amount of liabilities accrued for debt and equity issuance costs." } } }, "auth_ref": [] }, "us-gaap_AccruedProfessionalFeesCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AccruedProfessionalFeesCurrent", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/AccruedLiabilitiesandOtherCurrentLiabilitiesScheduleofAccruedLiabilitiesandOtherCurrentLiabilitiesDetails": { "parentTag": "us-gaap_AccruedLiabilitiesAndOtherLiabilities", "weight": 1.0, "order": 5.0 } }, "presentation": ["http://www.next-decade.com/role/AccruedLiabilitiesandOtherCurrentLiabilitiesScheduleofAccruedLiabilitiesandOtherCurrentLiabilitiesDetails"], "lang": { "en-us": { "role": { "terseLabel": "Professional services", "label": "Accrued Professional Fees, Current", "documentation": "Carrying value as of the balance sheet date of obligations incurred through that date and payable for professional fees, such as for legal and accounting services received. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer)." } } }, "auth_ref": ["r57"] }, "us-gaap_AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AccumulatedDepreciationDepletionAndAmortizationPropertyPlantAndEquipment", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/PropertyPlantandEquipmentScheduleofPropertyPlantandEquipmentDetails": { "parentTag": "us-gaap_PropertyPlantAndEquipmentNet", "weight": -1.0, "order": 1.0 } }, "presentation": ["http://www.next-decade.com/role/PropertyPlantandEquipmentScheduleofPropertyPlantandEquipmentDetails"], "lang": { "en-us": { "role": { "negatedLabel": "Less: accumulated depreciation", "label": "Accumulated Depreciation, Depletion and Amortization, Property, Plant, and Equipment", "documentation": "Amount of accumulated depreciation, depletion and amortization for physical assets used in the normal conduct of business to produce goods and services." } } }, "auth_ref": ["r19", "r123", "r421"] }, "ecd_Additional402vDisclosureTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "Additional402vDisclosureTextBlock", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Additional 402(v) Disclosure", "label": "Additional 402(v) Disclosure [Text Block]" } } }, "auth_ref": ["r628"] }, "us-gaap_AdditionalPaidInCapital": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AdditionalPaidInCapital", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_StockholdersEquity", "weight": 1.0, "order": 4.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedBalanceSheets"], "lang": { "en-us": { "role": { "terseLabel": "Additional paid-in-capital", "label": "Additional Paid in Capital", "documentation": "Amount of excess of issue price over par or stated value of stock and from other transaction involving stock or stockholder. Includes, but is not limited to, additional paid-in capital (APIC) for common and preferred stock." } } }, "auth_ref": ["r67", "r568", "r781"] }, "us-gaap_AdditionalPaidInCapitalMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AdditionalPaidInCapitalMember", "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementofStockholdersEquityandConvertiblePreferredStock"], "lang": { "en-us": { "role": { "terseLabel": "Additional Paid-in Capital", "label": "Additional Paid-in Capital [Member]", "documentation": "Excess of issue price over par or stated value of the entity's capital stock and amounts received from other transactions involving the entity's stock or stockholders." } } }, "auth_ref": ["r442", "r690", "r691", "r692", "r693", "r719", "r782"] }, "ecd_AdjToCompAmt": { "xbrltype": "monetaryItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "AdjToCompAmt", "presentation": 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Excludes amount capitalized." } } }, "auth_ref": ["r288", "r292"] }, "dei_AmendmentFlag": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "AmendmentFlag", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Amendment Flag", "label": "Amendment Flag", "documentation": "Boolean flag that is true when the XBRL content amends previously-filed or accepted submission." } } }, "auth_ref": [] }, "us-gaap_AmortizationOfFinancingCosts": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AmortizationOfFinancingCosts", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/DebtScheduleofInterestExpenseDetails": { "parentTag": "us-gaap_InterestCostsIncurred", "weight": 1.0, "order": 2.0 } }, "presentation": ["http://www.next-decade.com/role/DebtScheduleofInterestExpenseDetails"], "lang": { "en-us": { "role": { "terseLabel": "Amortization of debt issuance costs", "label": "Amortization of Debt Issuance Costs", "documentation": "Amount of amortization expense attributable to debt issuance costs." } } }, "auth_ref": ["r75", "r240", "r686", "r735"] }, "us-gaap_AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareAmount": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareAmount", "presentation": ["http://www.next-decade.com/role/NetLossPerShareDetails"], "lang": { "en-us": { "role": { "terseLabel": "Total potentially dilutive common shares (in shares)", "label": "Antidilutive Securities Excluded from Computation of Earnings Per Share, Amount", "documentation": "Securities (including those issuable pursuant to contingent stock agreements) that could potentially dilute basic earnings per share (EPS) or earnings per unit (EPU) in the future that were not included in the computation of diluted EPS or EPU because to do so would increase EPS or EPU amounts or decrease loss per share or unit amounts for the period presented." } } }, "auth_ref": ["r172"] }, "us-gaap_AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareByAntidilutiveSecuritiesAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareByAntidilutiveSecuritiesAxis", "presentation": ["http://www.next-decade.com/role/NetLossPerShareDetails"], "lang": { "en-us": { "role": { "terseLabel": "Antidilutive Securities [Axis]", "label": "Antidilutive Securities [Axis]", "documentation": "Information by type of antidilutive security." } } }, "auth_ref": ["r17"] }, "us-gaap_AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "AntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareLineItems", "presentation": ["http://www.next-decade.com/role/NetLossPerShareDetails"], "lang": { "en-us": { "role": { "terseLabel": "Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items]", "label": "Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items]", "documentation": "Line items represent financial concepts included in a table. 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Business description describes the nature and type of organization including but not limited to organizational structure as may be applicable to holding companies, parent and subsidiary relationships, business divisions, business units, business segments, affiliates and information about significant ownership of the reporting entity. Basis of presentation describes the underlying basis used to prepare the financial statements (for example, US Generally Accepted Accounting Principles, Other Comprehensive Basis of Accounting, IFRS)." } } }, "auth_ref": ["r53", "r83", "r84"] }, "us-gaap_CashAndCashEquivalentsAtCarryingValue": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashAndCashEquivalentsAtCarryingValue", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalents", "weight": 1.0, "order": 1.0 }, "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_AssetsCurrent", "weight": 1.0, "order": 3.0 } }, "presentation": ["http://www.next-decade.com/role/BackgroundandBasisofPresentationDetails", "http://www.next-decade.com/role/ConsolidatedBalanceSheets", "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows", "http://www.next-decade.com/role/VariableInterestEntityDetails"], "lang": { "en-us": { "role": { "terseLabel": "Cash and cash equivalents", "label": "Cash and Cash Equivalents, at Carrying Value", "documentation": "Amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Also includes short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Excludes cash and cash equivalents within disposal group and discontinued operation." } } }, "auth_ref": ["r13", "r121", "r538"] }, "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalents": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalents", "crdr": "debit", "calculation": { "http://www.next-

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Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates." } } }, "auth_ref": ["r13", "r80", "r143"] }, "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsAbstract", "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows"], "lang": { "en-us": { "role": { "terseLabel": "Balance per Consolidated Balance Sheets:", "label": "Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents [Abstract]" } } }, "auth_ref": [] }, "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingExchangeRateEffect": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingExchangeRateEffect", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": null, "weight": null, "order": null, "root": true } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows"], "lang": { "en-us": { "role": { "totalLabel": "Net (decrease) increase in cash, cash equivalents and restricted cash", "label": "Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents, Period Increase (Decrease), Including Exchange Rate Effect", "documentation": "Amount of increase (decrease) in cash, cash equivalents, and cash and cash equivalents restricted to withdrawal or usage; including effect from exchange rate change. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates." } } }, "auth_ref": ["r0", "r80"] }, "us-gaap_CashFlowSupplementalDisclosuresTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CashFlowSupplementalDisclosuresTextBlock", "presentation": ["http://www.next-decade.com/role/SupplementalCashFlows"], "lang": { "en-us": { "role": { "terseLabel": "Supplemental Cash Flows", "label": "Cash Flow, Supplemental Disclosures [Text Block]", "documentation": "The entire disclosure for supplemental cash flow activities, including cash, noncash, and part noncash transactions, for the period. Noncash is defined as information about all investing and financing activities of an enterprise during a period that affect recognized assets or liabilities but that do not result in cash receipts or cash payments in the period. \"Part noncash\" refers to that portion of the transaction not resulting in cash receipts or cash payments in the period." } } }, "auth_ref": ["r77"] }, "next_CdCreditFacilityAndTcfCreditFacilityMember": { "xbrltype": "domainItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "CdCreditFacilityAndTcfCreditFacilityMember", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "CD Credit Facility and TCF Credit Facility", "label": "CD Credit Facility and TCF Credit Facility [Member]", "documentation": "Represents CD Credit Facility and TCF Credit Facility." } } }, "auth_ref": [] }, "next_CdCreditFacilityMember": { "xbrltype": "domainItemType", "nsuri": 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and remain in the treasury). 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Excludes common shares repurchased and held as treasury shares." } } }, "auth_ref": ["r66", "r462"] }, "next_CommonStockWarrantsMember": { "xbrltype": "domainItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "CommonStockWarrantsMember", "presentation": ["http://www.next-decade.com/role/NetLossPerShareDetails"], "lang": { "en-us": { "role": { "terseLabel": "Common stock warrants", "label": "Common Stock Warrants [Member]", "documentation": "Information pertaining to common stock warrants." } } }, "auth_ref": [] }, "ecd_CompActuallyPaidVsCoSelectedMeasureTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "CompActuallyPaidVsCoSelectedMeasureTextBlock", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Compensation Actually Paid vs. Company Selected Measure", "label": "Compensation Actually Paid vs. Company Selected Measure [Text Block]" } } }, "auth_ref": ["r645"] }, "ecd_CompActuallyPaidVsNetIncomeTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "CompActuallyPaidVsNetIncomeTextBlock", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Compensation Actually Paid vs. Net Income", "label": "Compensation Actually Paid vs. Net Income [Text Block]" } } }, "auth_ref": ["r644"] }, "ecd_CompActuallyPaidVsOtherMeasureTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "CompActuallyPaidVsOtherMeasureTextBlock", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Compensation Actually Paid vs. Other Measure", "label": "Compensation Actually Paid vs. Other Measure [Text Block]" } } }, "auth_ref": ["r646"] }, "ecd_CompActuallyPaidVsTotalShareholderRtnTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "CompActuallyPaidVsTotalShareholderRtnTextBlock", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Compensation Actually Paid vs. Total Shareholder Return", "label": "Compensation Actually Paid vs. Total Shareholder Return [Text Block]" } } }, "auth_ref": ["r643"] }, "srt_ConsolidatedEntitiesAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "ConsolidatedEntitiesAxis", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails", "http://www.next-decade.com/role/DerivativesInterestRateSwapsOutstandingDetails", "http://www.next-decade.com/role/VariableInterestEntityDetails"], "lang": { "en-us": { "role": { "terseLabel": "Consolidated Entities [Axis]", "label": "Consolidated Entities [Axis]" } } }, "auth_ref": ["r147", "r319", "r320", "r323", "r324", "r371", "r527", "r709", "r712", "r713"] }, "srt_ConsolidatedEntitiesDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "ConsolidatedEntitiesDomain", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails", "http://www.next-decade.com/role/DerivativesInterestRateSwapsOutstandingDetails", "http://www.next-decade.com/role/VariableInterestEntityDetails"], "lang": { "en-

us": { "role": { "terseLabel": "Consolidated Entities [Domain]", "label": "Consolidated Entities [Domain]" } } }, "auth_ref": { "r147", "r319", "r320", "r323", "r324", "r371", "r527", "r709", "r712", "r713" } }, "us-gaap_CorporateAndOtherMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CorporateAndOtherMember", "presentation": ["http://www.next-decade.com/role/PropertyPlantandEquipmentScheduleofPropertyPlantandEquipmentDetails"], "lang": { "en-us": { "role": { "terseLabel": "Corporate and other", "label": "Corporate Segment and Other Operating Segment [Member]", "documentation": "Component of entity providing financial and operational oversight and administrative support considered to be operating segment and operating segment, classified as other. Excludes intersegment elimination and reconciling item." } } }, "auth_ref": ["r695"] }, "next_CorporateCreditFacilityMember": { "xbrltype": "domainItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "CorporateCreditFacilityMember", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails", "http://www.next-decade.com/role/DebtScheduleofCreditFacilitiesOutstandingDetails", "http://www.next-decade.com/role/DebtScheduleofDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Corporate Credit Facility", "label": "Corporate Credit Facility [Member]", "documentation": "Corporate Credit Facility" } } }, "auth_ref": [] }, "next_CostsAssociatedWithRepaymentsOfDebt": { "xbrltype": "monetaryItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "CostsAssociatedWithRepaymentsOfDebt", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": -1.0, "order": 2.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows"], "lang": { "en-us": { "role": { "negatedTerseLabel": "Costs associated with repayment of debt", "label": "Costs Associated With Repayments Of Debt", "documentation": "Costs Associated With Repayments Of Debt" } } }, "auth_ref": [] }, "dei_CoverAbstract": { "xbrltype": "stringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "CoverAbstract", "lang": { "en-us": { "role": { "label": "Cover [Abstract]", "documentation": "Cover page." } } }, "auth_ref": [] }, "us-gaap_CreditFacilityAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CreditFacilityAxis", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails", "http://www.next-decade.com/role/DebtScheduleofCreditFacilitiesOutstandingDetails", "http://www.next-decade.com/role/DebtScheduleofDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Credit Facility [Axis]", "label": "Credit Facility [Axis]", "documentation": "Information by type of credit facility. Credit facilities provide capital to borrowers without the need to structure a loan for each borrowing." } } }, "auth_ref": ["r208", "r707"] }, "us-gaap_CreditFacilityDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "CreditFacilityDomain", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails", "http://www.next-decade.com/role/DebtScheduleofCreditFacilitiesOutstandingDetails", "http://www.next-decade.com/role/DebtScheduleofDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Credit Facility [Domain]", "label": "Credit Facility [Domain]", "documentation": "Type of credit facility. Credit facilities provide capital to borrowers without the need to structure a loan for each borrowing." } } }, "auth_ref": ["r208", "r707", "r708"] }, "dei_CurrentFiscalYearEndDate": { "xbrltype": "gMonthDayItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "CurrentFiscalYearEndDate", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Current Fiscal Year End Date", "label": "Current Fiscal Year End Date", "documentation": "End date of current fiscal year in the format --MM-DD." } } }, "auth_ref": [] }, "us-gaap_DebtDisclosureAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtDisclosureAbstract", "lang": { "en-us": { "role": { "label": "Debt Disclosure [Abstract]" } } }, "auth_ref": [] }, "us-gaap_DebtDisclosureTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtDisclosureTextBlock", "presentation": ["http://www.next-decade.com/role/Debt"], "lang": { "en-us": { "role": { "terseLabel": "Debt", "label": "Debt Disclosure [Text Block]", "documentation": "The entire disclosure for information about short-term and long-term debt arrangements, which includes amounts of borrowings under each line of credit, note payable, commercial paper issue, bonds indenture, debenture issue, own-share lending arrangements and any other contractual agreement to repay funds, and about the underlying arrangements, rationale for a classification as long-term, including repayment terms, interest rates, collateral provided, restrictions on use of assets and activities, whether or not in compliance with debt covenants, and other matters important to users of the financial statements, such as the effects of refinancing and noncompliance with debt covenants." } } }, "auth_ref": ["r89", "r144", "r196", "r197", "r198", "r199", "r200", "r207", "r208", "r218", "r224", "r225", "r226", "r227", "r228", "r229", "r234", "r241", "r242", "r244", "r355"] }, "us-gaap_DebtInstrumentAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentAxis", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails", "http://www.next-decade.com/role/DebtScheduleofDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Debt Instrument [Axis]", "label": "Debt Instrument [Axis]", "documentation": "Information by type of debt instrument, including, but not limited to, draws against credit facilities." } } }, "auth_ref": ["r10", "r56", "r57", "r101", "r102", "r147", "r219", "r220", "r221", "r222", "r223", "r225", "r230", "r231", "r232", "r233", "r235", "r236", "r237", "r238", "r239", "r240", "r546", "r547", "r548", "r549", "r550", "r566", "r688", "r702", "r703", "r704", "r734", "r736"] }, "us-gaap_DebtInstrumentBasisSpreadOnVariableRate1": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentBasisSpreadOnVariableRate1", "presentation": ["http://www.next-decade.com/role/DebtScheduleofCreditFacilitiesOutstandingDetails"], "lang": { "en-us": { "role": { "terseLabel": "Interest rate on outstanding balance", "label": "Debt Instrument, Basis Spread on Variable Rate", "documentation": "Percentage points added to the reference rate to compute the variable rate on the debt instrument." } } }, "auth_ref": [] }, "us-gaap_DebtInstrumentCarryingAmount": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentCarryingAmount", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/DebtScheduleofDebtDetails": { "parentTag": "us-gaap_LongTermDebtNoncurrent", "weight": 1.0, "order": 1.0 } }, "presentation": ["http://www.next-decade.com/role/DebtCarryingAmountandFairValueofDebtDetails", "http://www.next-decade.com/role/DebtScheduleofDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Total debt", "verboseLabel": "Carrying Amount", "label": "Long-Term Debt, Gross", "documentation": "Amount, before unamortized (discount) premium and debt issuance costs, of long-term debt. Includes, but is not limited to, notes payable, bonds payable, commercial loans, mortgage loans, convertible debt, subordinated debt and other types of debt." } } }, "auth_ref": ["r10", "r102", "r245"] }, "next_DebtInstrumentCovenantHistoricalDebtServiceCoverageRatioMinimum": { "xbrltype": "pureItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "DebtInstrumentCovenantHistoricalDebtServiceCoverageRatioMinimum", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "Debt instrument, covenant, historical debt service coverage ratio, minimum", "label": "Debt Instrument Covenant, Historical Debt Service Coverage Ratio, Minimum", "documentation": "Requirement for minimum historical debt service coverage ratio under debt instrument." } } }, "auth_ref": [] }, "next_DebtInstrumentCovenantMinimumPercentageOfProjectedPrincipalAmountOutstandingBeHedged": { "xbrltype": "percentItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "DebtInstrumentCovenantMinimumPercentageOfProjectedPrincipalAmountOutstandingBeHedged", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "Debt instrument, covenant, minimum percentage of projected principal amount outstanding be hedged", "label": "Debt Instrument Covenant, Minimum Percentage Of Projected Principal Amount Outstanding Be Hedged", "documentation": "Represents minimum percentage of projected principal amount outstanding to be hedged required by debt instrument." } } }, "auth_ref": [] }, "next_DebtInstrumentCovenantRepurchasePricePercentage": { "xbrltype": "percentItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "DebtInstrumentCovenantRepurchasePricePercentage", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "Debt instrument, covenant, repurchase price, percentage", "label": "Debt Instrument, Covenant Repurchase Price Percentage", "documentation": "Represents repurchase price to repurchasing debt as a percentage under debt instrument." } } }, "auth_ref": [] }, "us-gaap_DebtInstrumentInterestRateStatedPercentage": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentInterestRateStatedPercentage", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails", "http://www.next-decade.com/role/DebtScheduleofDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Debt instrument, interest rate, stated percentage", "label": "Debt Instrument, Interest Rate, Stated Percentage", "documentation": "Contractual interest rate for funds borrowed, under the debt agreement." } } }, "auth_ref": ["r59", "r220"] }, "us-gaap_DebtInstrumentLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentLineItems", "presentation": ["http://www.next-decade.com/role/DebtCarryingAmountandFairValueofDebtDetails", "http://www.next-decade.com/role/DebtNarrativeDetails", "http://www.next-decade.com/role/DebtScheduleofDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Debt Instrument [Line Items]", "label": "Debt Instrument [Line Items]", "documentation": "Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table." } } }, "auth_ref": ["r147", "r219", "r220", "r221", "r222", "r223", "r225", "r230", "r231", "r232", "r233", "r235", "r236", "r237", "r238", "r239", "r240", "r243", "r546", "r547", "r548", "r549", "r550", "r566", "r688", "r734", "r736"] }, "us-gaap_DebtInstrumentNameDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentNameDomain", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails", "http://www.next-decade.com/role/DebtScheduleofDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Debt Instrument, Name [Domain]", "label": "Debt Instrument, Name [Domain]", "documentation": "The name for the particular debt instrument or borrowing that distinguishes it from other debt instruments or borrowings, including draws against credit facilities." } } }, "auth_ref": ["r10", "r147", "r219", "r220", "r221", "r222", "r223", "r225", "r230", "r231", "r232", "r233", "r235", "r236", "r237", "r238", "r239", "r240", "r546", "r547", "r548", "r549", "r550", "r566", "r688", "r702", "r703", "r704", "r734", "r736"] }, "us-gaap_DebtInstrumentTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DebtInstrumentTable", "presentation": ["http://www.next-decade.com/role/DebtCarryingAmountandFairValueofDebtDetails", "http://www.next-decade.com/role/DebtNarrativeDetails", "http://www.next-decade.com/role/DebtScheduleofDebtDetails"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Long-Term Debt Instruments [Table]", "label": "Schedule of Long-Term Debt Instruments [Table]", "documentation": "Disclosure of information about long-term debt instrument or arrangement." } } }, "auth_ref": ["r10", "r23", "r24", "r52", "r90", "r91", "r147", "r219", "r220", "r221", "r222", "r223", "r225", "r230", "r231", "r232", "r233", "r235", "r236", "r237", "r238", "r239", "r240", "r243", "r546", "r547", "r548", "r549", "r550", "r566", "r688", "r734", "r736"] }, "next_DebtInstrumentTermThresholdPastLiquefactionTrainFinalInvestmentDecision": { "xbrltype": "integerItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "DebtInstrumentTermThresholdPastLiquefactionTrainFinalInvestmentDecision", "presentation": ["http://www.next-decade.com/role/DebtNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "Debt instrument, term, threshold past liquefaction train final investment decision", "label": "Debt Instrument, Term, Threshold Past Liquefaction Train Final Investment Decision", "documentation": "Debt Instrument, Term, Threshold Past Liquefaction Train Final Investment Decision" } } }, "auth_ref": [] }, "us-gaap_DeferredFinanceCostsNoncurrentGross": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DeferredFinanceCostsNoncurrentGross", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/DebtScheduleofDebtDetails": { "parentTag": "us-gaap_LongTermDebtNoncurrent", "weight": -1.0, "order": 2.0 } }, "presentation": ["http://www.next-decade.com/role/DebtScheduleofDebtDetails"], "lang": { "en-us": { "role": { "negatedTerseLabel": "Unamortized debt issuance costs", "label": "Debt Issuance Cost, Gross, Noncurrent", "documentation": "Amount, before accumulated amortization, of debt issuance costs classified as noncurrent. Includes, but is not limited to, legal, accounting, underwriting, printing, and registration costs." } } }, "auth_ref": ["r734", "r736"] }, "us-gaap_DeferredFinanceCostsNoncurrentNet": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DeferredFinanceCostsNoncurrentNet", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_Assets", "weight": 1.0, "order": 5.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedBalanceSheets", "http://www.next-decade.com/role/VariableInterestEntityDetails"], "lang": { "en-us": { "role": { "terseLabel": "Deferred financing fees", "label": "Debt Issuance Costs, Noncurrent, Net", "documentation": "Amount, after accumulated amortization, of debt issuance costs classified as noncurrent. Includes, but is not limited to, legal, accounting, underwriting, printing, and registration costs." } } }, "auth_ref": ["r733", "r734", "r736"] }, "us-gaap_Depreciation": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "Depreciation", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofOperations": { "parentTag": "us-gaap_OperatingExpenses", "weight": 1.0, "order": 2.0 }, "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities", "weight": 1.0, "order": 2.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows", "http://www.next-decade.com/role/ConsolidatedStatementsofOperations"], "lang": { "en-us": { "role": { "verboseLabel": "Depreciation expense", "terseLabel": "Depreciation", "label": "Depreciation", "documentation": "The amount of expense recognized in the current period that reflects the allocation of the cost of tangible assets over the assets' useful lives. Includes production and non-production related depreciation." } } }, "auth_ref": ["r4", "r10"] }, "us-gaap_DerivativeAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeAbstract", "lang": { "en-us": { "role": { "label": "Derivative [Abstract]" } } }, "auth_ref": [] }, "us-gaap_DerivativeAssetsCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeAssetsCurrent", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_AssetsCurrent", "weight": 1.0, "order": 1.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedBalanceSheets", "http://www.next-decade.com/role/VariableInterestEntityDetails"], "lang": { "en-us": { "role": { "terseLabel": "Derivatives", "label": "Derivative Asset, Current", "documentation": "Fair value, after the effects of master netting arrangements, of a financial asset or other contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery

of an asset, expected to be settled within one year or normal operating cycle, if longer. Includes assets not subject to a master netting arrangement and not elected to be offset." } } }, "auth_ref": ["r128"] }, "us-gaap_DerivativeContractTypeDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeContractTypeDomain", "presentation": ["http://www.next-decade.com/role/DerivativesInterestRateSwapsOutstandingDetails", "http://www.next-decade.com/role/DerivativesNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "Derivative Contract [Domain]", "label": "Derivative Contract [Domain]", "documentation": "Financial instrument or contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery of an asset." } } }, "auth_ref": ["r451", "r453", "r467", "r468", "r469", "r470", "r471", "r472", "r473", "r475", "r476", "r477", "r478", "r487", "r488", "r489", "r490", "r493", "r494", "r495", "r496", "r509", "r510", "r513", "r515", "r579", "r581", "r724", "r725", "r726", "r727", "r728", "r729", "r730", "r731"] }, "us-gaap_DerivativeFixedInterestRate": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeFixedInterestRate", "presentation": ["http://www.next-decade.com/role/DerivativesInterestRateSwapsOutstandingDetails"], "lang": { "en-us": { "role": { "terseLabel": "Weighted Average Fixed Interest Rate Paid", "label": "Derivative, Fixed Interest Rate", "documentation": "Fixed interest rate related to the interest rate derivative." } } }, "auth_ref": [] }, "us-gaap_DerivativeInstrumentRiskAxis": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeInstrumentRiskAxis", "presentation": ["http://www.next-decade.com/role/DerivativesInterestRateSwapsOutstandingDetails", "http://www.next-decade.com/role/DerivativesNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "Derivative Instrument [Axis]", "label": "Derivative Instrument [Axis]", "documentation": "Information by type of derivative contract." } } }, "auth_ref": ["r44", "r46", "r47", "r98", "r451", "r453", "r467", "r468", "r469", "r470", "r471", "r472", "r473", "r475", "r476", "r477", "r478", "r487", "r488", "r489", "r490", "r493", "r494", "r495", "r496", "r509", "r510", "r513", "r515", "r539", "r579", "r581", "r724", "r725", "r726", "r727", "r728", "r729", "r730", "r731"] }, "us-gaap_DerivativeInstrumentsAndHedgingActivitiesDisclosureTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeInstrumentsAndHedgingActivitiesDisclosureTextBlock", "presentation": ["http://www.next-decade.com/role/Derivatives"], "lang": { "en-us": { "role": { "terseLabel": "Derivatives", "label": "Derivative Instruments and Hedging Activities Disclosure [Text Block]", "documentation": "The entire disclosure for derivative instruments and hedging activities including, but not limited to, risk management strategies, non-hedging derivative instruments, assets, liabilities, revenue and expenses, and methodologies and assumptions used in determining the amounts." } } }, "auth_ref": ["r97", "r325", "r332"] }, "us-gaap_DerivativeLiabilities": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeLiabilities", "crdr": "credit", "presentation": ["http://www.next-decade.com/role/DerivativesNarrativeDetails"], "lang": { "en-us": { "role": { "negatedTerseLabel": "Derivatives", "label": "Derivative Liability", "documentation": "Fair value, after the effects of master netting arrangements, of a financial liability or contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery of an asset. Includes liabilities not subject to a master netting arrangement and not elected to be offset." } } }, "auth_ref": ["r128", "r129", "r337", "r338", "r343", "r345", "r444", "r445", "r446", "r447", "r449", "r450", "r451", "r452", "r453", "r475", "r477", "r478", "r510", "r511", "r512", "r513", "r514", "r515", "r516", "r539", "r721", "r722", "r723", "r780"] }, "us-gaap_DerivativeLiabilitiesNoncurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeLiabilitiesNoncurrent", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_Liabilities", "weight": 1.0, "order": 5.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedBalanceSheets", "http://www.next-decade.com/role/VariableInterestEntityDetails"], "lang": { "en-us": { "role": { "verboseLabel": "Derivatives", "terseLabel": "Derivatives", "label": "Derivative Liability, Noncurrent", "documentation": "Fair value, after the effects of master netting arrangements, of a financial liability or contract with one or more underlyings, notional amount or payment provision or both, and the contract can be net settled by means outside the contract or delivery of an asset, expected to be settled after one year or the normal operating cycle, if longer. Includes assets not subject to a master netting arrangement and not elected to be offset." } } }, "auth_ref": ["r128"] }, "us-gaap_DerivativeLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeLineItems", "presentation": ["http://www.next-decade.com/role/DerivativesInterestRateSwapsOutstandingDetails", "http://www.next-decade.com/role/DerivativesNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "Derivative [Line Items]", "label": "Derivative [Line Items]", "documentation": "Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table." } } }, "auth_ref": ["r332"] }, "us-gaap_DerivativeNotionalAmount": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "DerivativeNotionalAmount", "presentation": ["http://www.next-decade.com/role/DerivativesInterestRateSwapsOutstandingDetails"], "lang": { "en-us": { "role": { "terseLabel": "Derivative, notional amount", "label": "Derivative, Notional Amount", "documentation": "Nominal or face amount used to calculate payment on derivative." } } }, "auth_ref": ["r717", "r718"] }, "next_DerivativeNotionalAmountIncreaseDecrease": { "xbrltype": "monetaryItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "DerivativeNotionalAmountIncreaseDecrease", "crdr": "credit", "presentation": ["http://www.next-decade.com/role/DerivativesNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "Derivative, 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settlement of paid-in-kind dividends on convertible preferred stock", "label": "Dividends, Preferred Stock, Paid-in-kind", "documentation": "Amount of paid and unpaid preferred stock dividends declared with the form of settlement in payment-in-kind (PIK)." } } }, "auth_ref": ["r2", "r92"] }, "dei_DocumentFiscalPeriodFocus": { "xbrltype": "fiscalPeriodItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "DocumentFiscalPeriodFocus", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Document Fiscal Period Focus", "label": "Document Fiscal Period Focus", "documentation": "Fiscal period values are FY, Q1, Q2, and Q3. 1st, 2nd and 3rd quarter 10-Q or 10-QT statements have value Q1, Q2, and Q3 respectively, with 10-K, 10-KT or other fiscal year statements having FY." } } }, "auth_ref": [] }, "dei_DocumentFiscalYearFocus": { "xbrltype": "gYearItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": 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For a 2006 annual report, which may also provide financial information from prior periods, fiscal 2006 should be given as the fiscal year focus. Example: 2006." } } }, "auth_ref": [] }, "dei_DocumentPeriodEndDate": { "xbrltype": "dateItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "DocumentPeriodEndDate", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Document Period End Date", "label": "Document Period End Date", "documentation": "For the EDGAR submission types of Form 8-K: the date of the report, the date of the earliest event reported; for the EDGAR submission types of Form N-1A: the filing date; for all other submission types: the end of the reporting or transition period. The format of the date is YYYY-MM-DD." } } }, "auth_ref": [] }, "dei_DocumentQuarterlyReport": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "DocumentQuarterlyReport", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Document Quarterly Report", "label": "Document Quarterly Report", "documentation": "Boolean flag that is true only for a form used as an quarterly report." } } }, "auth_ref": ["r595"] }, "dei_DocumentTransitionReport": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "DocumentTransitionReport", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Document Transition Report", "label": "Document Transition Report", "documentation": "Boolean flag that is true only for a form used as a transition report." } } }, "auth_ref": ["r627"] }, "dei_DocumentType": { "xbrltype": "submissionTypeItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "DocumentType", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Document Type", "label": "Document Type", "documentation": "The type of document being provided (such as 10-K, 10-Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word 'Other'." } } }, "auth_ref": [] }, "ecd_DvddsOrOthrErngsPdOnEqtyAwrdsNtOthrwsRflctdInTtlCompForCvrdYrMember": { "xbrltype": "domainItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "DvddsOrOthrErngsPdOnEqtyAwrdsNtOthrwsRflctdInTtlCompForCvrdYrMember", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Dividends or Other Earnings Paid on Equity Awards not Otherwise Reflected in Total Compensation for Covered Year", "label": "Dividends or Other Earnings Paid on Equity Awards not Otherwise Reflected in Total Compensation for Covered Year [Member]" } } }, "auth_ref": ["r638"] }, "us-gaap_EarningsPerShareAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EarningsPerShareAbstract", "lang": { "en-us": { "role": { "label": "Earnings Per Share [Abstract]" } } }, "auth_ref": [] }, "us-gaap_EarningsPerShareBasic": { "xbrltype": "perShareItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EarningsPerShareBasic", "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofOperations"], "lang": { "en-us": { "role": { "terseLabel": "Net (loss) income per common share - basic (in usd per share)", "label": "Earnings Per Share, Basic", "documentation": "The amount of net income (loss) for the period per each share of common stock or unit outstanding during the reporting period." } } }, "auth_ref": ["r136", "r153", "r154", "r155", "r156", "r157", "r158", "r163", "r166", "r169", "r170", "r171", "r175", "r314", "r317", "r334", "r335", "r412", "r427", "r540"] }, "us-gaap_EarningsPerShareDiluted": { "xbrltype": "perShareItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EarningsPerShareDiluted", "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofOperations"], "lang": { "en-us": { "role": { "terseLabel": "Net (loss) income per common share - diluted (in usd per share)", "label": "Earnings Per Share, Diluted", "documentation": "The amount of net income (loss) for the period available to each share of common stock or common unit outstanding during the reporting period and to each share or unit that would have been outstanding assuming the issuance of common shares or units for all dilutive potential common shares or units outstanding during the reporting period." } } }, "auth_ref": ["r136", "r153", "r154", "r155", "r156", "r157", "r158", "r166", "r169", "r170", "r171", "r175", "r314", "r317", "r334", "r335", "r412", "r427", "r540"] }, "us-gaap_EarningsPerShareTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EarningsPerShareTextBlock", "presentation": ["http://www.next-decade.com/role/NetLossPerShare"], "lang": { "en-us": { "role": { "terseLabel": "Net Loss Per Share", "label": "Earnings Per Share [Text Block]", "documentation": "The entire disclosure for earnings per share." } } }, "auth_ref": ["r162", "r172", "r173", "r174"] }, "us-gaap_EmployeeRelatedLiabilitiesCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EmployeeRelatedLiabilitiesCurrent", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/AccruedLiabilitiesandOtherCurrentLiabilitiesScheduleofAccruedLiabilitiesandOtherCurrentLiabilitiesDetails": { "parentTag": "us-gaap_AccruedLiabilitiesAndOtherLiabilities", "weight": 1.0, "order": 4.0 } }, "presentation": ["http://www.next-decade.com/role/AccruedLiabilitiesandOtherCurrentLiabilitiesScheduleofAccruedLiabilitiesandOtherCurrentLiabilitiesDetails"], "lang": { "en-us": { "role": { "terseLabel": "Employee compensation expense", "label": "Employee-related Liabilities, Current", "documentation": "Total of the carrying values as of the balance sheet date of obligations incurred through that date and payable for obligations related to services received from employees, such as accrued salaries and bonuses, payroll taxes and fringe benefits. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer)." } } }, "auth_ref": ["r57"] }, "us-gaap_EmployeeStockOptionMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "EmployeeStockOptionMember", "presentation": ["http://www.next-decade.com/role/SharebasedCompensationAssumptionsusedinEstimatingFairValueofStockOptionsDetails", "http://xbrl.sec.gov/ecd/role/AwardTimingDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Stock Options", "label": "Share-Based Payment Arrangement, Option [Member]", "documentation": "Share-based payment arrangement granting right, subject to vesting and other restrictions, to purchase or sell certain number of shares at predetermined price for specified period of

time." } } }, "auth_ref": [] }, "dei_EntityAddressAddressLine1": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressAddressLine1", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, Address Line One", "label": "Entity Address, Address Line One", "documentation": "Address Line 1 such as Attn, Building Name, Street Name" } } }, "auth_ref": [] }, "dei_EntityAddressCityOrTown": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressCityOrTown", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, City or Town", "label": "Entity Address, City or Town", "documentation": "Name of the City or Town" } } }, "auth_ref": [] }, "dei_EntityAddressPostalZipCode": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressPostalZipCode", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, Postal Zip Code", "label": "Entity Address, Postal Zip Code", "documentation": "Code for the postal or zip code" } } }, "auth_ref": [] }, "dei_EntityAddressStateOrProvince": { "xbrltype": "stateOrProvinceItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityAddressStateOrProvince", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Entity Address, State or Province", "label": "Entity Address, State or Province", "documentation": "Name of the state or province." } } }, "auth_ref": [] }, "dei_EntityCentralIndexKey": { "xbrltype": "centralIndexKeyItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCentralIndexKey", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Entity Central Index Key", "label": "Entity Central Index Key", "documentation": "A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK." } } }, "auth_ref": ["r593"] }, "dei_EntityCommonStockSharesOutstanding": { "xbrltype": "sharesItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCommonStockSharesOutstanding", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Entity Common Stock, Shares Outstanding", "label": "Entity Common Stock, Shares Outstanding", "documentation": "Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument." } } }, "auth_ref": [] }, "dei_EntityCurrentReportingStatus": { "xbrltype": "yesNoItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityCurrentReportingStatus", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Entity Current Reporting Status", "label": "Entity Current Reporting Status", "documentation": "Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure." } } }, "auth_ref": [] }, "dei_EntityEmergingGrowthCompany": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityEmergingGrowthCompany", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Entity Emerging Growth Company", "label": "Entity Emerging Growth Company", "documentation": "Indicate if registrant meets the emerging growth company criteria." } } }, "auth_ref": ["r593"] }, "dei_EntityFileNumber": { "xbrltype": "fileNumberItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityFileNumber", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Entity File Number", "label": "Entity File Number", "documentation": "Commission file number. The field allows up to 17 characters. 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This information should be based on the registrant's current or most recent filing containing the related disclosure." } } }, "auth_ref": ["r593"] }, "dei_EntityIncorporationStateCountryCode": { "xbrltype": "edgarStateCountryItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityIncorporationStateCountryCode", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Entity Incorporation, State or Country Code", "label": "Entity Incorporation, State or Country Code", "documentation": "Two-character EDGAR code representing the state or country of incorporation." } } }, "auth_ref": [] }, "dei_EntityInteractiveDataCurrent": { "xbrltype": "yesNoItemType", "nsuri": "http://xbrl.sec.gov/dei/2024", "localname": "EntityInteractiveDataCurrent", "presentation": ["http://www.next-decade.com/role/CoverPage"], "lang": { "en-us": { "role": { "terseLabel": "Entity Interactive Data Current", "label": "Entity Interactive Data Current", 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Includes, but is not limited to, payment to settle zero-coupon bond for accreted interest of debt discount and debt instrument with insignificant coupon interest rate in relation to effective interest rate of borrowing attributable to accreted interest of debt discount." } } }, "auth_ref": [ "r138", "r141", "r142" ] }, "us-gaap_InterestPayableCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "InterestPayableCurrent", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/AccruedLiabilitiesandOtherCurrentLiabilitiesScheduleofAccruedLiabilitiesandOtherCurrentLiabilitiesDetails": { "parentTag": "us-gaap_AccruedLiabilitiesAndOtherLiabilities", "weight": 1.0, "order": 3.0 } }, "presentation": [ "http://www.next-decade.com/role/AccruedLiabilitiesandOtherCurrentLiabilitiesScheduleofAccruedLiabilitiesandOtherCurrentLiabilitiesDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Accrued interest", "label": "Interest Payable, Current", "documentation": "Carrying value as of the balance sheet date of [accrued] interest payable on all forms of debt, including trade payables, that has been incurred and is unpaid. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer)." } } }, "auth_ref": [ "r57" ] }, "us-gaap_InterestRateSwapMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "InterestRateSwapMember", "presentation": [ "http://www.next-decade.com/role/DerivativesInterestRateSwapsOutstandingDetails", "http://www.next-decade.com/role/DerivativesNarrativeDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Interest Rate Swap", "label": "Interest Rate Swap [Member]", "documentation": "Forward based contracts in which two parties agree to swap periodic payments that are fixed at the outset of the swap contract with variable payments based on a market interest rate (index rate) over a specified period." } } }, "auth_ref": [ "r536", "r586", "r587" ] }, "next_InvestingActivitiesOtherNoncurrentAssets": { "xbrltype": "monetaryItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "InvestingActivitiesOtherNoncurrentAssets", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInInvestingActivities", "weight": -1.0, "order": 2.0 } }, "presentation": [ "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows" ], "lang": { "en-us": { "role": { "negatedLabel": "Acquisition of other non-current assets", "label": "Investing Activities Other Noncurrent Assets", "documentation": "The amount of investing activities regarding other non-current assets." } } }, "auth_ref": [] }, "us-gaap_LeaseCostTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LeaseCostTableTextBlock", "presentation": [ "http://www.next-decade.com/role/LeasesTables" ], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Lease, Cost", "label": "Lease, Cost [Table Text Block]", "documentation": "Tabular disclosure of lessee's lease cost. 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Includes, but is not limited to, reconciliation of undiscounted cash flows to operating lease liability recognized in statement of financial position." } } }, "auth_ref": [ "r740" ] }, "us-gaap_LesseeOperatingLeaseLiabilityPaymentsDue": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LesseeOperatingLeaseLiabilityPaymentsDue", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/LeasesMaturityofOperatingLeasesDetails": { "parentTag": null, "weight": null, "order": null, "root": true }, "http://www.next-decade.com/role/LeasesMaturityofOperatingLeasesDetails_1": { "parentTag": null, "weight": null, "order": null, "root": true } }, "presentation": [ "http://www.next-decade.com/role/LeasesMaturityofOperatingLeasesDetails" ], "lang": { "en-us": { "role": { "totalLabel": "Total undiscounted lease payments", "label": "Lessee, Operating Lease, Liability, to be Paid", "documentation": "Amount of lessee's undiscounted obligation for lease payment for operating lease." } } }, "auth_ref": [ "r368" ] }, "us-gaap_LesseeOperatingLeaseLiabilityPaymentsDueNextTwelveMonths": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LesseeOperatingLeaseLiabilityPaymentsDueNextTwelveMonths", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/LeasesMaturityofOperatingLeasesDetails": { "parentTag": "us-gaap_LesseeOperatingLeaseLiabilityPaymentsDue", "weight": 1.0, "order": 3.0 } }, "presentation": [ "http://www.next-decade.com/role/LeasesMaturityofOperatingLeasesDetails" ], "lang": { "en-us": { "role": { "terseLabel": "2025", "label": "Lessee, Operating Lease, Liability, to be Paid, Year One", "documentation": "Amount of lessee's undiscounted obligation for lease payment for operating lease to be paid in next fiscal year following current fiscal year. 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Includes, but is not limited to, description of operating lease and maturity analysis of operating lease liability." } } }, "auth_ref": [ "r358" ] }, "us-gaap_LettersOfCreditOutstandingAmount": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LettersOfCreditOutstandingAmount", "crdr": "credit", "presentation": [ "http://www.next-decade.com/role/DebtScheduleofCreditFacilitiesOutstandingDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Letters of credit issued", "label": "Letters of Credit Outstanding, Amount", "documentation": "The total amount of the contingent obligation under letters of credit outstanding as of the reporting date." } } }, "auth_ref": [] }, "us-gaap_Liabilities": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "Liabilities", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_LiabilitiesAndStockholdersEquity", "weight": 1.0, "order": 3.0 } }, "presentation": [ "http://www.next-decade.com/role/ConsolidatedBalanceSheets", "http://www.next-decade.com/role/VariableInterestEntityDetails" ], "lang": { "en-us": { "role": { "totalLabel": "Total liabilities", "label": "Liabilities", "documentation": "Amount of liability recognized for present obligation requiring transfer or otherwise providing economic benefit to others." } } }, "auth_ref": [ "r10", "r56", "r57", "r58", "r61", "r62", "r63", "r64", "r145", "r192", "r209", "r210", "r211", "r212", "r213", "r214", "r215", "r216", "r217", "r320", "r323", "r324", "r346", "r460", "r541", "r591", "r710", "r741", "r742" ] }, "us-gaap_LiabilitiesAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LiabilitiesAbstract", "presentation": [ "http://www.next-decade.com/role/VariableInterestEntityDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Liabilities", "label": "Liabilities [Abstract]" } } }, "auth_ref": [] }, "us-gaap_LiabilitiesAndStockholdersEquity": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LiabilitiesAndStockholdersEquity",
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Examples of items that might be included in the application of this element may consist of letters of credit, standby letters of credit, and revolving credit arrangements, under which borrowings can be made up to a maximum amount as of any point in time conditional on satisfaction of specified terms before, as of and after the date of drawdowns on the line. Includes short-term obligations that would normally be classified as current liabilities but for which (a) postbalance sheet date issuance of a long term obligation to refinance the short term obligation on a long term basis, or (b) the enterprise has entered into a financing agreement that clearly permits the enterprise to refinance the short-term obligation on a long term basis and the following conditions are met (1) the agreement does not expire within 1 year and is not cancelable by the lender except for violation of an objectively determinable provision, (2) no violation exists at the BS date, and (3) the lender has entered into the financing agreement is expected to be financially capable of honoring the agreement." } } }, "auth_ref": [ "r10", "r102", "r750" ] }, "us-gaap_LineOfCreditFacilityCommitmentFeePercentage": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LineOfCreditFacilityCommitmentFeePercentage", "presentation": [ "http://www.next-decade.com/role/DebtScheduleofCreditFacilitiesOutstandingDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Commitment fees on undrawn balance", "label": "Line of Credit Facility, Commitment Fee Percentage", "documentation": "The fee, expressed as a percentage of the line of credit facility, for the line of credit facility regardless of whether the facility has been used." } } }, "auth_ref": [] }, "us-gaap_LineOfCreditFacilityMaximumBorrowingCapacity": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LineOfCreditFacilityMaximumBorrowingCapacity", "crdr": "credit", "presentation": [ "http://www.next-decade.com/role/DebtScheduleofCreditFacilitiesOutstandingDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Total Facility Size", "label": "Line of Credit Facility, Maximum Borrowing Capacity", "documentation": "Maximum borrowing capacity under the credit facility without consideration of any current restrictions on the amount that could be borrowed or the amounts currently outstanding under the facility." } } }, "auth_ref": [ "r55", "r60" ] }, "us-gaap_LineOfCreditFacilityRemainingBorrowingCapacity": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LineOfCreditFacilityRemainingBorrowingCapacity", "crdr": "credit", "presentation": [ "http://www.next-decade.com/role/DebtScheduleofCreditFacilitiesOutstandingDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Available commitment", "label": "Line of Credit Facility, Remaining Borrowing Capacity", "documentation": "Amount of borrowing capacity currently available under the credit facility (current borrowing capacity less the amount of borrowings outstanding)." } } }, "auth_ref": [ "r55", "r60", "r208" ] }, "us-gaap_LineOfCreditFacilityTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LineOfCreditFacilityTable", "presentation": [ "http://www.next-decade.com/role/DebtScheduleofCreditFacilitiesOutstandingDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Line of Credit Facility [Table]", "label": "Line of Credit Facility [Table]", "documentation": "Disclosure of information about short-term and long-term contractual arrangements with lender under which borrowing can occur up to maximum amount. 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Excludes interim and annual periods when interim periods are reported from current statement of financial position date (rolling approach)." } } }, "auth_ref": [ "r6", "r715" ] }, "us-gaap_LongTermDebtMaturitiesRepaymentsOfPrincipalAfterYearFive": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "LongTermDebtMaturitiesRepaymentsOfPrincipalAfterYearFive", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/DebtScheduleofMaturitiesofLongtermDebtDetails": { "parentTag": "us-gaap_LongTermDebt", "weight": 1.0, "order": 3.0 } }, "presentation": [ "http://www.next-decade.com/role/DebtScheduleofMaturitiesofLongtermDebtDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Thereafter", "label": "Long-Term Debt, Maturity, after Year Five", "documentation": "Amount of long-term debt payable, sinking fund requirement, and other securities issued that are redeemable by holder at fixed or determinable price and date, maturing after fifth fiscal year following current fiscal year. 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These are debt arrangements that originally required repayment more than twelve months after issuance or greater than the normal operating cycle of the company, if longer." } } }, "auth_ref": [ "r10", "r20", "r702", "r703", "r704" ] }, "srt_MaximumMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/srt/2024", "localname": "MaximumMember", "presentation": [ "http://www.next-decade.com/role/DerivativesInterestRateSwapsOutstandingDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Maximum", "label": "Maximum [Member]" } } }, "auth_ref": [ "r203", "r204", "r205", "r206", "r256", "r293", "r341", "r380", "r429", "r430", "r436", "r452", "r453", "r502", "r504", "r506", "r507", "r517", "r533", "r534", "r545", "r551", "r556", "r562", "r563", "r564", "r565", "r577", "r714", "r743", "r744", "r745", "r746", "r747", "r748" ] }, "ecd_MeasureAxis": { "xbrltype": "stringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "MeasureAxis", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Measure:", "label": "Measure [Axis]" } } }, "auth_ref": [ "r640" ] }, "ecd_MeasureName": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "MeasureName", "presentation": [ "http://xbrl.sec.gov/ecd/role/PvpDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Name", "label": "Measure Name" } } }, "auth_ref": [ "r640" ] }, "us-gaap_MinorityInterest": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "MinorityInterest", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_StockholdersEquityIncludingPortionAttributableToNoncontrollingInterest", "weight": 1.0, "order": 1.0 } }, "presentation": [ "http://www.next-decade.com/role/ConsolidatedBalanceSheets" ], "lang": { "en-us": { "role": { "terseLabel": "Non-controlling interest", "label": "Equity, Attributable to Noncontrolling Interest", "documentation": "Amount of equity (deficit) attributable to noncontrolling interest. 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Investing activity cash flows include making and collecting loans and acquiring and disposing of debt or equity instruments and property, plant, and equipment and other productive assets." } } }, "auth_ref": [ "r140" ] }, "us-gaap_NetCashProvidedByUsedInInvestingActivitiesAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NetCashProvidedByUsedInInvestingActivitiesAbstract", "presentation": [ "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows" ], "lang": { "en-us": { "role": { "terseLabel": "Investing activities:", "label": "Net Cash Provided by (Used in) Investing Activities [Abstract]" } } }, "auth_ref": [] }, "us-gaap_NetCashProvidedByUsedInOperatingActivities": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NetCashProvidedByUsedInOperatingActivities", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingExchangeRateEffect", "weight": 1.0, "order": 1.0 } }, "presentation": [ "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows" ], "lang": { "en-us": { "role": { "totalLabel": "Net cash used in operating activities", "label": "Net Cash Provided by (Used in) Operating Activities", "documentation": "Amount of cash inflow (outflow) from operating activities, including discontinued operations. 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Equity Interest", "documentation": "Amount of increase in noncontrolling interest from sale of a portion of the parent's controlling interest." } } }, "auth_ref": [ "r7", "r25", "r95" ] }, "us-gaap_NoncontrollingInterestMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NoncontrollingInterestMember", "presentation": [ "http://www.next-decade.com/role/ConsolidatedStatementofStockholdersEquityandConvertiblePreferredStock" ], "lang": { "en-us": { "role": { "terseLabel": "Non-controlling Interest", "label": "Noncontrolling Interest [Member]", "documentation": "This element represents that portion of equity (net assets) in a subsidiary not attributable, directly or indirectly, to the parent. A noncontrolling interest is sometimes called a minority interest." } } }, "auth_ref": [ "r30", "r248", "r690", "r691", "r692", "r693", "r782" ] }, "us-gaap_NonoperatingIncomeExpense": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NonoperatingIncomeExpense", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofOperations": { "parentTag": "us-gaap_ProfitLoss", "weight": 1.0, "order": 1.0 } }, "presentation": [ "http://www.next-decade.com/role/ConsolidatedStatementsofOperations" ], "lang": { "en-us": { "role": { "totalLabel": "Total other (expense) income", "label": "Nonoperating Income (Expense)", "documentation": "The aggregate amount of income or expense from ancillary business-related activities (that is to say, excluding major activities considered part of the normal operations of the business)." } } }, "auth_ref": [ "r74" ] }, "us-gaap_NonoperatingIncomeExpenseAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "NonoperatingIncomeExpenseAbstract", "presentation": [ "http://www.next-decade.com/role/ConsolidatedStatementsofOperations" ], "lang": { "en-us": { "role": { "terseLabel": "Other (expense) income:", "label": "Nonoperating Income (Expense) [Abstract]" } } }, "auth_ref": [] }, "next_NumberOfLiquefactionTrains": { "xbrltype": "integerItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "NumberOfLiquefactionTrains", "presentation": [ "http://www.next-decade.com/role/BackgroundandBasisofPresentationDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Number of liquefaction trains", "label": "Number Of
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Includes selling, general and administrative expense." } } }, "auth_ref": [] }, "us-gaap_OperatingExpensesAbstract": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "OperatingExpensesAbstract", "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofOperations"], "lang": { "en-us": { "role": { "terseLabel": "Operating expenses:", "label": "Operating Expenses [Abstract]" } } }, "auth_ref": [] }, "us-gaap_OperatingIncomeLoss": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "OperatingIncomeLoss", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofOperations": { "parentTag": "us-gaap_ProfitLoss", "weight": 1.0, "order": 2.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofOperations"], "lang": { "en-us": { "role": { "totalLabel": "Total operating loss", "label": "Operating Income (Loss)", "documentation": "The net result for the period of deducting operating expenses from operating revenues." } } }, "auth_ref": ["r109", "r542", "r694", "r696", "r697", "r698", "r699"] }, "us-gaap_OperatingLeaseCost": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "OperatingLeaseCost", "crdr": "debit", "presentation": ["http://www.next-decade.com/role/LeasesNarrativeDetails"], "lang": { "en-us": { "role": { "terseLabel": "Operating lease costs", "label": "Operating Lease, Cost", "documentation": "Amount of single lease cost, calculated by allocation of remaining cost of lease over remaining lease term. Includes, but is not limited to, single lease cost, after impairment of right-of-use asset, calculated by amortization of remaining right-of-use asset and accretion of lease liability." } } }, "auth_ref": ["r363", "r567"] }, "us-gaap_OperatingLeaseExpense": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "OperatingLeaseExpense", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofOperations": { "parentTag": "us-gaap_OperatingExpenses", "weight": 1.0, "order": 3.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofOperations"], "lang": { "en-us": { "role": { "terseLabel": "Lease expense", "label": "Operating Lease, Expense", "documentation": "Amount of operating lease expense. 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not yet paid classified as other, due within one year or the normal operating cycle, if longer." } } }, "auth_ref": ["r57"] }, "us-gaap_OtherAssetsNoncurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "OtherAssetsNoncurrent", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_Assets", "weight": 1.0, "order": 3.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedBalanceSheets", "http://www.next-decade.com/role/VariableInterestEntityDetails"], "lang": { "en-us": { "role": { "terseLabel": "Other non-current assets", "label": "Other Assets, Noncurrent", "documentation": "Amount of noncurrent assets classified as other." } } }, "auth_ref": ["r124"] }, "us-gaap_OtherNonoperatingIncomeExpense": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "OtherNonoperatingIncomeExpense", "crdr": "credit", "calculation": { 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} } }, "auth_ref": ["r605", "r615", "r625", "r657"] }, "ecd_PayVsPerformanceDisclosureLineItems": { "xbrltype": "stringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PayVsPerformanceDisclosureLineItems", "lang": { "en-us": { "role": { "label": "Pay vs Performance Disclosure [Line Items]" } } }, "auth_ref": ["r629"] }, "us-gaap_PaymentOfFinancingAndStockIssuanceCosts": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PaymentOfFinancingAndStockIssuanceCosts", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": -1.0, "order": 8.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows"], "lang": { "en-us": { "role": { "negatedLabel": "Debt issuance costs", "label": "Payment of Financing and Stock Issuance Costs", "documentation": "The total of the cash outflow during the period which has been paid to third parties in connection with debt origination, which will be amortized over the remaining maturity period of the associated long-term debt and the cost incurred directly for the issuance of equity securities." } } }, "auth_ref": ["r12"] }, "us-gaap_PaymentsForRepurchaseOfCommonStock": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PaymentsForRepurchaseOfCommonStock", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": -1.0, "order": 5.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows"], "lang": { "en-us": { "role": { "negatedLabel": "Shares repurchased related to share-based compensation", "label": "Payments for Repurchase of Common Stock", "documentation": "The cash outflow to reacquire common stock during the period." } } }, "auth_ref": ["r79"] }, "us-gaap_PaymentsOfDividendsPreferredStockAndPreferenceStock": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PaymentsOfDividendsPreferredStockAndPreferenceStock", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": -1.0, "order": 4.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows"], "lang": { "en-us": { "role": { "negatedLabel": "Preferred stock dividends", "label": "Payments of Ordinary Dividends, Preferred Stock and Preference Stock", "documentation": "Amount of cash outflow in the form of ordinary dividends to preferred shareholders of the

parent entity." } } }, "auth_ref": ["r79"] }, "us-gaap_PaymentsToAcquirePropertyPlantAndEquipment": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PaymentsToAcquirePropertyPlantAndEquipment", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInInvestingActivities", "weight": -1.0, "order": 1.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows"], "lang": { "en-us": { "role": { "negatedLabel": "Acquisition of property, plant and equipment", "label": "Payments to Acquire Property, Plant, and Equipment", "documentation": "The cash outflow associated with the acquisition of long-lived, physical assets that are used in the normal conduct of business to produce goods and services and not intended for resale; includes cash outflows to pay for construction of self-constructed assets." } } }, "auth_ref": ["r78"] }, "ecd_PeerGroupIssuersFnTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeerGroupIssuersFnTextBlock", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Peer Group Issuers, Footnote", "label": "Peer Group Issuers, Footnote [Text Block]" } } }, "auth_ref": ["r639"] }, "ecd_PeerGroupTotalShareholderRtnAmt": { "xbrltype": "monetaryItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeerGroupTotalShareholderRtnAmt", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Peer Group Total Shareholder Return Amount", "label": "Peer Group Total Shareholder Return Amount" } } }, "auth_ref": ["r639"] }, "ecd_PeoActuallyPaidCompAmt": { "xbrltype": "monetaryItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeoActuallyPaidCompAmt", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "PEO Actually Paid Compensation Amount", "label": "PEO Actually Paid Compensation Amount" } } }, "auth_ref": ["r631"] }, "ecd_PeoMember": { "xbrltype": "domainItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeoMember", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "PEO", "label": "PEO [Member]" } } }, "auth_ref": ["r648"] }, "ecd_PeoName": { "xbrltype": "normalizedStringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeoName", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "PEO Name", "label": "PEO Name" } } }, "auth_ref": ["r641"] }, "ecd_PeoTotalCompAmt": { "xbrltype": "monetaryItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PeoTotalCompAmt", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "PEO Total Compensation Amount", "label": "PEO Total Compensation Amount" } } }, "auth_ref": ["r630"] }, "ecd_PnsnAdjsPrrSvcCstMember": { "xbrltype": "domainItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PnsnAdjsPrrSvcCstMember", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Pension Adjustments Prior Service Cost", "label": "Pension Adjustments Prior Service Cost [Member]" } } }, "auth_ref": ["r632"] }, "ecd_PnsnAdjsSvcCstMember": { "xbrltype": "domainItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PnsnAdjsSvcCstMember", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Pension Adjustments Service Cost", "label": "Pension Adjustments Service Cost [Member]" } } }, "auth_ref": ["r676"] }, "ecd_PnsnBnftsAdjFnTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "PnsnBnftsAdjFnTextBlock", "presentation": ["http://xbrl.sec.gov/ecd/role/PvpDisclosure"], "lang": { "en-us": { "role": { "terseLabel": "Pension Benefits Adjustments, Footnote", "label": "Pension Benefits Adjustments, Footnote [Text Block]" } } }, "auth_ref": ["r631"] }, "us-gaap_PreferredStockMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockMember", "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementofStockholdersEquityandConvertiblePreferredStock"], "lang": { "en-us": { "role": { "terseLabel": "Preferred Stock", "label": "Preferred Stock [Member]", "documentation": "Preferred shares may provide a preferential dividend to the dividend on common stock and may take precedence over common stock in the event of a liquidation. Preferred shares typically represent an ownership interest in the company." } } }, "auth_ref": ["r579", "r580", "r583", "r584", "r585", "r588", "r779", "r782"] }, "us-gaap_PreferredStockParOrStatedValuePerShare": { "xbrltype": "perShareItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockParOrStatedValuePerShare", "presentation": ["http://www.next-decade.com/role/ConsolidatedBalanceSheetsParentheticals"], "lang": { "en-us": { "role": { "terseLabel": "Preferred stock, par or stated value (in usd per share)", "label": "Preferred Stock, Par or Stated Value Per Share", "documentation": "Face amount or stated value per share of preferred stock nonredeemable or redeemable solely at the option of the issuer." } } }, "auth_ref": ["r65", "r247"] }, "us-gaap_PreferredStockSharesAuthorized": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockSharesAuthorized", "presentation": ["http://www.next-decade.com/role/ConsolidatedBalanceSheetsParentheticals"], "lang": { "en-us": { "role": { "terseLabel": "Preferred stock, authorized (in shares)", "label": "Preferred Stock, Shares Authorized", "documentation": "The maximum number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) permitted to be issued by an entity's charter and bylaws." } } }, "auth_ref": ["r65", "r462"] }, "us-gaap_PreferredStockSharesIssued": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockSharesIssued", "presentation": ["http://www.next-decade.com/role/ConsolidatedBalanceSheetsParentheticals"], "lang": { "en-us": { "role": { "terseLabel": "Preferred stock, issued (in shares)", "label": "Preferred Stock, Shares Issued", "documentation": "Number of shares issued for nonredeemable preferred shares and preferred shares redeemable solely at option of issuer. Includes, but is not limited to, preferred shares issued, repurchased, and held as treasury shares. Excludes preferred shares classified as debt." } } }, "auth_ref": ["r65", "r247"] }, "us-gaap_PreferredStockSharesOutstanding": { "xbrltype": "sharesItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PreferredStockSharesOutstanding", "presentation": ["http://www.next-decade.com/role/ConsolidatedBalanceSheetsParentheticals"], "lang": { "en-us": { "role": { "terseLabel": "Preferred stock, outstanding (in shares)", "label": "Preferred Stock, Shares Outstanding", "documentation": "Aggregate share number for all nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer) held by stockholders. 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Excludes preferred shares repurchased and held as treasury shares." } } }, "auth_ref": ["r65", "r462"] }, "us-gaap_PrepaidExpenseAndOtherAssetsCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PrepaidExpenseAndOtherAssetsCurrent", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_AssetsCurrent", "weight": 1.0, "order": 2.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedBalanceSheets", "http://www.next-decade.com/role/VariableInterestEntityDetails"], "lang": { "en-us": { "role": { "terseLabel": "Prepaid expenses and other current assets", "label": "Prepaid Expense and Other Assets, Current", "documentation": "Amount of asset related to consideration paid in advance for costs that provide economic benefits in future periods, and amount of other assets that are expected to be realized or consumed within one year or the normal operating cycle, if longer." } } }, "auth_ref": ["r680"] }, "us-gaap_ProceedsFromIssuanceOfCommonStock": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ProceedsFromIssuanceOfCommonStock", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": 1.0, "order": 1.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows"], "lang": { "en-us": { "role": { "terseLabel": "Proceeds from sale of common stock", "label": "Proceeds from Issuance of Common Stock", "documentation": "The cash inflow from the additional capital contribution to the entity." } } }, "auth_ref": ["r1"] }, "us-gaap_ProceedsFromIssuanceOfDebt": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ProceedsFromIssuanceOfDebt", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInFinancingActivities", "weight": 1.0, "order": 3.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows"], "lang": { "en-us": { "role": { "terseLabel": "Proceeds from debt issuance", "label": "Proceeds from Issuance of Debt", "documentation": "The cash inflow during the period from additional borrowings in aggregate debt. 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Includes, but is not limited to, purchase of additional shares or other increase in noncontrolling interest ownership." } } }, "auth_ref": ["r11"] }, "us-gaap_ProductInformationLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ProductInformationLineItems", "presentation": ["http://www.next-decade.com/role/BackgroundandBasisofPresentationDetails"], "lang": { "en-us": { "role": { "terseLabel": "Product Information [Line Items]", "label": "Product Information [Line Items]", "documentation": "Line items represent financial concepts included in a table. 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Includes, but is not limited to, work of art, historical treasure, and similar asset classified as collections." } } }, "auth_ref": ["r86", "r112", "r113", "r114"] }, "us-gaap_PropertyPlantAndEquipmentGross": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PropertyPlantAndEquipmentGross", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/PropertyPlantandEquipmentScheduleofPropertyPlantandEquipmentDetails": { "parentTag": "us-gaap_PropertyPlantAndEquipmentNet", "weight": 1.0, "order": 2.0 } }, "presentation": ["http://www.next-decade.com/role/PropertyPlantandEquipmentScheduleofPropertyPlantandEquipmentDetails"], "lang": { "en-us": { "role": { "terseLabel": "Total property, plant and equipment, at cost", "label": "Property, Plant and Equipment, Gross", "documentation": "Amount before accumulated depreciation, depletion and amortization of physical assets used in the normal conduct of business and not intended for resale. Examples include, but are not limited to, land, buildings, machinery and equipment, office equipment, and furniture and fixtures." } } }, "auth_ref": ["r87", "r122", "r422"] }, "us-gaap_PropertyPlantAndEquipmentLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PropertyPlantAndEquipmentLineItems", "presentation": ["http://www.next-decade.com/role/PropertyPlantandEquipmentScheduleofPropertyPlantandEquipmentDetails"], "lang": { "en-us": { "role": { "terseLabel": "Property, Plant and Equipment [Table]", "label": "Property, Plant and Equipment [Line Items]", "documentation": "Line items represent financial concepts included in a table. 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Examples include, but are not limited to, land, buildings, machinery and equipment, office equipment, and furniture and fixtures." } } }, "auth_ref": [ "r5", "r369", "r414", "r422", "r568" ] }, "us-gaap_PropertyPlantAndEquipmentTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PropertyPlantAndEquipmentTextBlock", "presentation": [ "http://www.next-decade.com/role/PropertyPlantandEquipmentTables" ], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Property, Plant and Equipment", "label": "Property, Plant and Equipment [Table Text Block]", "documentation": "Tabular disclosure of physical assets used in the normal conduct of business and not intended for resale. Includes, but is not limited to, balances by class of assets, depreciation and depletion expense and method used, including composite depreciation, and accumulated deprecation." } } }, "auth_ref": [ "r5" ] }, "us-gaap_PropertyPlantAndEquipmentTypeDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "PropertyPlantAndEquipmentTypeDomain", "presentation": [ "http://www.next-decade.com/role/PropertyPlantandEquipmentScheduleofPropertyPlantandEquipmentDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Long-Lived Tangible Asset [Domain]", "label": "Long-Lived Tangible Asset [Domain]", "documentation": "Listing of long-lived, physical assets that are used in the normal conduct of business to produce goods and services and not intended for resale. 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Excludes write-down of intangible asset acquired in business combination or from joint venture formation or both, used in research and development activity." } } }, "auth_ref": [ "r295", "r535", "r543", "r749" ] }, "ecd_RestatementDateAxis": { "xbrltype": "stringItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "RestatementDateAxis", "presentation": [ "http://xbrl.sec.gov/ecd/role/ErrCompDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Restatement Determination Date [Axis]" } } }, "auth_ref": [ "r598", "r608", "r618", "r650" ] }, "ecd_RestatementDeterminationDate": { "xbrltype": "dateItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "RestatementDeterminationDate", "presentation": [ "http://xbrl.sec.gov/ecd/role/ErrCompDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Restatement Determination Date", "label": "Restatement Determination Date" } } }, "auth_ref": [ "r599", "r609", "r619", "r651" ] }, "ecd_RestatementDoesNotRequireRecoveryTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "RestatementDoesNotRequireRecoveryTextBlock", "presentation": [ "http://xbrl.sec.gov/ecd/role/ErrCompDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Restatement does not require Recovery", "label": "Restatement Does Not Require Recovery [Text Block]" } } }, "auth_ref": [ "r606", "r616", "r626", "r658" ] }, "us-gaap_RestrictedCashAndCashEquivalents": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RestrictedCashAndCashEquivalents", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalents", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows" ], "lang": { "en-us": { "role": { "terseLabel": "Restricted cash", "label": "Restricted Cash and Cash Equivalents", "documentation": "Amount of cash and cash equivalents restricted as to withdrawal or usage. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates." } } }, "auth_ref": [ "r13", "r99", "r121", "r143", "r417" ] }, "us-gaap_RestrictedCashCurrent": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RestrictedCashCurrent", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_AssetsCurrent", "weight": 1.0, "order": 4.0 } }, "presentation": [ "http://www.next-decade.com/role/ConsolidatedBalanceSheets" ], "lang": { "en-us": { "role": { "terseLabel": "Restricted cash", "label": "Restricted Cash, Current", "documentation": "Amount of cash restricted as to withdrawal or usage, classified as current. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits." } } }, "auth_ref": [ "r679", "r687" ] }, "us-gaap_RetainedEarningsAccumulatedDeficit": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RetainedEarningsAccumulatedDeficit", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedBalanceSheets": { "parentTag": "us-gaap_StockholdersEquity", "weight": 1.0, "order": 3.0 } }, "presentation": [ "http://www.next-decade.com/role/ConsolidatedBalanceSheets" ], "lang": { "en-us": { "role": { "terseLabel": "Accumulated deficit", "label": "Retained Earnings (Accumulated Deficit)", "documentation": "Amount of accumulated undistributed earnings (deficit)." } } }, "auth_ref": [ "r68", "r92", "r418", "r434", "r435", "r438", "r463", "r568" ] }, "us-gaap_RetainedEarningsMember": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RetainedEarningsMember", "presentation": [ "http://www.next-decade.com/role/ConsolidatedStatementofStockholdersEquityandConvertiblePreferredStock" ], "lang": { "en-us": { "role": { "terseLabel": "Accumulated Deficit", "label": "Retained Earnings [Member]", "documentation": "Accumulated undistributed earnings (deficit)." } } }, "auth_ref": [ "r116", "r148", "r149", "r150", "r152", "r157", "r159", "r161", "r193", "r194", "r195", "r304", "r305", "r311", "r312", "r313", "r315", "r316", "r317", "r326", "r328", "r329", "r331", "r333", "r356", "r359", "r431", "r433", "r442", "r782" ] }, "us-gaap_Revenues": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "Revenues", "crdr": "credit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofOperations": { "parentTag": "us-gaap_OperatingIncomeLoss", "weight": 1.0, "order": 2.0 } }, "presentation": [ "http://www.next-decade.com/role/ConsolidatedStatementsofOperations" ], "lang": { "en-us": { "role": { "terseLabel": "Revenues", "label": "Revenues", "documentation": "Amount of revenue recognized from goods sold, services rendered, insurance premiums, or other activities that constitute an earning process. Includes, but is not limited to, investment and interest income before deduction of interest expense when recognized as a component of revenue, and sales and trading gain (loss)." } } }, "auth_ref": [ "r107", "r108", "r135", "r145", "r176", "r179", "r180", "r184", "r186", "r187", "r188", "r190", "r192", "r209", "r210", "r211", "r212", "r213", "r214", "r215", "r216", "r217", "r346", "r413", "r543", "r710" ] }, "us-gaap_RightOfUseAssetObtainedInExchangeForOperatingLeaseLiability": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "RightOfUseAssetObtainedInExchangeForOperatingLeaseLiability", "crdr": "debit", "presentation": [ "http://www.next-decade.com/role/LeasesLeaseExpenseDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Noncash right-of-use assets recorded for operating lease liabilities during the period", "label": "Right-of-Use Asset Obtained in Exchange for Operating Lease Liability", "documentation": "Amount of increase in right-of-use asset obtained in exchange for operating lease liability." } } }, "auth_ref": [ "r365", "r567" ] }, "next_RioGrandeLiquefiedNaturalGasFacilityMember": { "xbrltype": "domainItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "RioGrandeLiquefiedNaturalGasFacilityMember", "presentation": [ "http://www.next-decade.com/role/BackgroundandBasisofPresentationDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Rio Grande Liquefied Natural Gas Facility", "label": "Rio Grande Liquefied Natural Gas Facility [Member]", "documentation": "Rio Grande Liquefied Natural Gas Facility" } } }, "auth_ref": [] }, "next_RioGrandeMember": { "xbrltype": "domainItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "RioGrandeMember", "presentation": [ "http://www.next-decade.com/role/DebtNarrativeDetails", "http://www.next-decade.com/role/DerivativesInterestRateSwapsOutstandingDetails", "http://www.next-decade.com/role/VariableInterestEntityDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Rio Grande", "label": "Rio Grande [Member]", "documentation": "Information pertaining to Rio Grande." } } }, "auth_ref": [] }, "ecd_Rule10b51ArrAdoptedFlag": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "Rule10b51ArrAdoptedFlag", "presentation": [ "http://xbrl.sec.gov/ecd/role/InsiderTradingArrangements" ], "lang": { "en-us": { "role": { "terseLabel": "Rule 10b5-1 Arrangement Adopted", "label": "Rule 10b5-1 Arrangement Adopted [Flag]" } } }, "auth_ref": [ "r667" ] }, "ecd_Rule10b51ArrTrmntdFlag": { "xbrltype": "booleanItemType", "nsuri": "http://xbrl.sec.gov/ecd/2024", "localname": "Rule10b51ArrTrmntdFlag", "presentation": [ "http://xbrl.sec.gov/ecd/role/InsiderTradingArrangements" ], "lang": { "en-us": { "role": { "terseLabel": "Rule 10b5-1 Arrangement Terminated", "label": "Rule 10b5-1 Arrangement Terminated [Flag]" } } }, "auth_ref": [ "r667" ] }, "next_ScheduleOfAccruedExpensesAndOtherCurrentLiabilitiesTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://www.next-decade.com/20240930", "localname": "ScheduleOfAccruedExpensesAndOtherCurrentLiabilitiesTableTextBlock", "presentation": [ "http://www.next-decade.com/role/AccruedLiabilitiesandOtherCurrentLiabilitiesTables" ], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Accrued Expenses and Other Current Liabilities", "label": "Schedule of Accrued Expenses and Other Current Liabilities [Table Text Block]", "documentation": "Tabular disclosure of accrued expenses and other current liabilities." } } }, "auth_ref": [] }, "us-gaap_ScheduleOfAntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfAntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareTable", "presentation": [ "http://www.next-decade.com/role/NetLossPerShareDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Antidilutive Securities Excluded from Computation of Earnings Per Share [Table]", "label": "Antidilutive Security, Excluded EPS Calculation [Table]", "documentation": "Disclosure of information about security that could potentially dilute basic earnings per share (EPS) in future that was not included in calculation of diluted EPS." } } }, "auth_ref": [ "r17" ] }, "us-gaap_ScheduleOfAntidilutiveSecuritiesExcludedFromComputationOfEarningsPerShareTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-
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May include a combination of the type of instrument, risks being hedged, notional amount, hedge designation, related hedged item, inception date, maturity date, or other relevant item." } } }, "auth_ref": ["r9", "r40", "r41", "r42", "r43", "r45", "r46", "r49", "r50"] }, "us-gaap_ScheduleOfLineOfCreditFacilitiesTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfLineOfCreditFacilitiesTextBlock", "presentation": ["http://www.next-decade.com/role/DebtTables"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Line of Credit Facilities", "label": "Schedule of Line of Credit Facilities [Table Text Block]", "documentation": "Tabular disclosure of short-term or long-term contractual arrangements with lenders, including letters of credit, standby letters of credit, and revolving credit arrangements, under which borrowings can be made up to maximum amount as of any point in time conditional on satisfaction of specified terms before, as of and after the date of drawdowns on the line." } } }, "auth_ref": ["r55", "r60"] }, "us-gaap_ScheduleOfMaturitiesOfLongTermDebtTableTextBlock": { "xbrltype": "textBlockItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfMaturitiesOfLongTermDebtTableTextBlock", "presentation": ["http://www.next-decade.com/role/DebtTables"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Maturities of Long-Term Debt", "label": "Schedule of Maturities of Long-Term Debt [Table Text Block]", "documentation": "Tabular disclosure of maturity and sinking fund requirement for long-term debt." } } }, "auth_ref": ["r6"] }, "us-gaap_ScheduleOfProductInformationTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfProductInformationTable", "presentation": ["http://www.next-decade.com/role/BackgroundandBasisofPresentationDetails"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Product Information [Table]", "label": "Nature of Operation, Product Information, Concentration of Risk [Table]", "documentation": "Disclosure of information about concentration risk of product within nature of operation." } } }, "auth_ref": [] }, "us-gaap_ScheduleOfPropertyPlantAndEquipmentTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfPropertyPlantAndEquipmentTable", "presentation": ["http://www.next-decade.com/role/PropertyPlantandEquipmentScheduleofPropertyPlantandEquipmentDetails"], "lang": { "en-us": { "role": { "terseLabel": "Property, Plant and Equipment [Table]", "label": "Property, Plant and Equipment [Table]", "documentation": "Disclosure of information about physical assets used in the normal conduct of business and not intended for resale. Includes, but is not limited to, balances by class of assets, depreciation and depletion expense and method used, including composite depreciation, and accumulated deprecation." } } }, "auth_ref": ["r5", "r369"] }, "us-gaap_ScheduleOfShareBasedCompensationArrangementsByShareBasedPaymentAwardTable": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ScheduleOfShareBasedCompensationArrangementsByShareBasedPaymentAwardTable", "presentation": ["http://www.next-decade.com/role/SharebasedCompensationAssumptionsusedinEstimatingFairValueofStockOptionsDetails"], "lang": { "en-us": { "role": { "terseLabel": "Schedule of Share-Based Compensation Arrangements by Share-Based Payment Award [Table]", "label": "Schedule of Share-Based Compensation Arrangements by Share-Based Payment Award [Table]", "documentation": "Disclosure of information about share-based payment arrangement." } } }, "auth_ref": ["r258", "r260", "r262", "r263", "r264", "r265", "r266", "r267", 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entity's financial position, financial performance, and cash flows; the lack of recourse if creditors (or beneficial interest holders) of the consolidated VIE have no recourse to the general credit of the primary beneficiary (if applicable); the terms of arrangements, giving consideration to both explicit arrangements and implicit variable interests, if any, that could require the entity to provide financial support to the VIE, including events or circumstances that could expose the entity to a loss; the methodology used by the entity for determining whether or not it is the primary beneficiary of the variable interest entity; the significant factors considered and judgments made in determining that the power to direct the activities of a VIE that most significantly impact the VIE's economic performance are shared (as defined); the carrying amounts and classification of assets and liabilities of the VIE included in the statement of financial position; the entity's maximum exposure to loss, if any, as a result of its involvement with the VIE, including how the maximum exposure is determined and significant sources of the entity's exposure to the VIE; a comparison of the carrying amounts of the assets and liabilities and the entity's maximum exposure to loss; information about any liquidity arrangements, guarantees, and (or) other commitments by third parties that may affect the fair value or risk of the entity's variable interest in the VIE; whether or not the entity has provided financial support or other support (explicitly or implicitly) to the VIE that it was not previously contractually required to provide or whether the entity intends to provide that support, including the type and amount of the support and the primary reasons for providing the support; and supplemental information the entity determines necessary to provide." } } }, "auth_ref": ["r32", "r33", "r34", "r35", "r36"] }, "dei_Security12bTitle": { "xbrltype": "securityTitleItemType", "nsuri": 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An asset retirement obligation is a legal obligation associated with the disposal or retirement from service of a tangible long-lived asset." } } }, "auth_ref": ["r14", "r15", "r16"] }, "us-gaap_ShareBasedCompensation": { "xbrltype": "monetaryItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ShareBasedCompensation", "crdr": "debit", "calculation": { "http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows": { "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities", "weight": 1.0, "order": 13.0 } }, "presentation": ["http://www.next-decade.com/role/ConsolidatedStatementsofCashFlows"], "lang": { "en-us": { "role": { "terseLabel": "Share-based compensation expense", "label": "Share-Based Payment Arrangement, Noncash Expense", "documentation": "Amount of noncash expense for share-based payment arrangement." } } }, "auth_ref": ["r3"] }, "us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardFairValueAssumptionsExpectedDividendRate": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ShareBasedCompensationArrangementByShareBasedPaymentAwardFairValueAssumptionsExpectedDividendRate", "presentation": ["http://www.next-decade.com/role/SharebasedCompensationAssumptionsusedinEstimatingFairValueofStockOptionsDetails"], "lang": { "en-us": { "role": { "terseLabel": "Expected dividend yield", "label": "Share-Based Compensation Arrangement by Share-Based Payment Award, Fair Value Assumptions, Expected Dividend Rate", "documentation": "The estimated dividend rate (a percentage of the share price) to be paid (expected dividends) to holders of the

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underlying shares over the option's term." } } }, "auth_ref": [ "r285" ] }, "us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardFairValueAssumptionsExpectedVolatilityRate": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ShareBasedCompensationArrangementByShareBasedPaymentAwardFairValueAssumptionsExpectedVolatilityRate", "presentation": [ "http://www.next-decade.com/role/SharebasedCompensationAssumptionsusedinEstimatingFairValueofStockOptionsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Expected volatility", "label": "Share-Based Compensation Arrangement by Share-Based Payment Award, Fair Value Assumptions, Expected Volatility Rate", "documentation": "The estimated measure of the percentage by which a share price is expected to fluctuate during a period. Volatility also may be defined as a probability-weighted measure of the dispersion of returns about the mean. The volatility of a share price is the standard deviation of the continuously compounded rates of return on the share over a specified period. That is the same as the standard deviation of the differences in the natural logarithms of the stock prices plus dividends, if any, over the period." } } }, "auth_ref": [ "r284" ] }, "us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardFairValueAssumptionsRiskFreeInterestRate": { "xbrltype": "percentItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ShareBasedCompensationArrangementByShareBasedPaymentAwardFairValueAssumptionsRiskFreeInterestRate", "presentation": [ "http://www.next-decade.com/role/SharebasedCompensationAssumptionsusedinEstimatingFairValueofStockOptionsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Risk-free rate", "label": "Share-Based Compensation Arrangement by Share-Based Payment Award, Fair Value Assumptions, Risk Free Interest Rate", "documentation": "The risk-free interest rate assumption that is used in valuing an option on its own shares." } } }, "auth_ref": [ "r286" ] }, "us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardLineItems": { "xbrltype": "stringItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ShareBasedCompensationArrangementByShareBasedPaymentAwardLineItems", "presentation": [ "http://www.next-decade.com/role/SharebasedCompensationAssumptionsusedinEstimatingFairValueofStockOptionsDetails" ], "lang": { "en-us": { "role": { "terseLabel": "Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items]", "label": "Share-Based Compensation Arrangement by Share-Based Payment Award [Line Items]", "documentation": "Line items represent financial concepts included in a table. 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Weighted Average Grant Date Fair Value", "documentation": "The weighted average grant-date fair value of options granted during the reporting period as calculated by applying the disclosed option pricing methodology." } } }, "auth_ref": [ "r279" ] }, "us-gaap_ShareBasedCompensationArrangementsByShareBasedPaymentAwardAwardTypeAndPlanNameDomain": { "xbrltype": "domainItemType", "nsuri": "http://fasb.org/us-gaap/2024", "localname": "ShareBasedCompensationArrangementsByShareBasedPaymentAwardAwardTypeAndPlanNameDomain", "presentation": [ "http://www.next-decade.com/role/SharebasedCompensationAssumptionsusedinEstimatingFairValueofStockOptionsDetails", "http://xbrl.sec.gov/ecd/role/AwardTimingDisclosure" ], "lang": { "en-us": { "role": { "terseLabel": "Award Type [Domain]", "label": "Award Type [Domain]", "documentation": "Award under share-based payment arrangement." } } }, "auth_ref": [ "r262", "r263", "r264", "r265", "r266", "r267", "r268", "r269", "r270", "r271", "r272", "r273", "r274", 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MRUFA/"$$=_>C:.&0V+!!S\S7;AP4>K-*$+5N-475N3+!<+ZC)"@,>G4FP\) MUY*BT(_+ Z'E^.'5=ZHTIC6=^MZ.,T&-M;%?8R@M3'S44%U;I$9T7TI+N(&H M'!=#WN>P]/' QDY%PSY[W@\X,CW\W%9'IA79LO+T37F?'3@P.Q4,N^4/K&59 M7N2&0/>RAZWX3\7W-(?*6\C MA M'5:6R(>]S6/K<2Z,PH-J/L#%$[*K36:A9'1&SY? ES4Z*G7RL5D8#6U[DXGP+5 /X,^$HN8L2ST4E7)+L#ULW>4#FN:O/R9F*L^0\]A-YYTXP KGWO1KAZ. MPLA%V_.F0DE =B_#,;L.QZ*XS:WD9"AT37LBF'IN(>2S"EL.;CQD3+%R:.C M4B?9F\7%&@]3QPOD;(V,+/>;%_H39;17KCQ&^ E#X0LP]49OAGS0+!&)D:1 M5G-LU\S+H_7U!OH&R\<*UZP"F- M%@+EM@L6503X7!CN2NC=VY84@]N:IL86P6 MH2S!BO,(R9**+ME1+/]*M7=QZ4>>R1M+ ^\)FU78J0G*=V*15Q9QA[X,'9[,6 MY%5HE&8>GL/"D$E:C;PL]Y(@3N(9*.M+!&&QO!?S2 K.3;5*E,*)RRQ_6> @"YR1 @7+A4HS :S@7@>7+*1%" MH=)A)FHG*5&86RCCP;3A0/L7D>_*8"QLU@W%I(]G&_(^1Z]15+[-HU*8C%(S MJ?(@N(7"XK3$%-BI=M\;\< #UN>.K@F^'P2[Y0]E/5X()R[6UP0_%S]QF\>G M,: [_A.K8HY<6AV[5$R\,WM(D0^[^(#G]"!X4"]!B N5,<(%CG)_\K7/55H-; MKR_8]^O>[56&XWO/6]>=?DW-%FA_[9S?77:[=M>?+[M?U#B"'>2CTT]*G>59=5A.Z>3 M7Z/B>IN']J#[`B",O<-)FH=X]?FDAW39?>Z>;8=LWWUC? O<^4+65!M;WDSX"]0F^2/FOT)I4=YB@N/BD"!F))PX0$RH#=D/!]5)<9C4 MX Q(;)*?L/;7UM67#IC7QV>? V,5UK]UAWUK_Z-SU:NHCM,@IH]W:K;M^YYR=`M=RY;_RZD1GGC0"?%UCA%PA),O!{^,TX-1* 76/|ZDX29*>,|^QNP2:*_T0B M0&-],,^- ;B^GIMHYS5MND_RDV"17;&BSMB\D)I;)AJ1$"[*#12XF2$XYYX5 M353HO7@LY,!@<7XMLI= DV"(;=VEC+%H+YR@E5_M*,"DKX8C90;4Z-A#P+I!$"U*MT)"E= <+/%ECUR4'BUV[SIS=CGTO&HTW4ML9_MAR6FR$ZUE^5&*Y55G>V;>CYY#=#:;1Z1P1?ON7_XB$P>!4IX]B0XB%<4L=_'-MTAKKC!H0^]6W6+O*2\'O-) <6*/B%3XRN4MM3Q9D\K+F&7ID!]",Y.A_B78 M#E.E>!2VF'+5_Q;3A]WXF.5(E2^-S,N9[Z77;'8I"W[3^C74C?79[MG1OM64" 8N>_PCBH,_X,P#C8GI Y75=XE#7CGG&XS' WG3+4J %<3IAN^]N, M,4/>Y[3?I:WF#(;7&F(CYY! F#10/3D- : M'JG;?$,,O/YOUC^6H S\M#AAD1#HNPS'8^$4(CX^3I(R@7]<%FGZ.+,MU6C2&U]8 I=+>-/ MZ-92EZ%]9+?=VTOEYO>Z_=^Q-^3RNE_8!%'BO?]8[\N5TR&NDIYW24.M.P+|<;=<\YX,?M!D%^'HW')#WN=T_7"K$JC*,];IZM_UGE?=UW$8CMGYZUO+0*&*! 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*,=:)@!X;)0E]G70N6!]&*9U9VE7FBW0%,2AKT1)?Z"U7_+V>O\-0C1YL M@V]71Q@8&\G"LW6%,U4#1-4 435 E+ !HK))-I'9NL'WRD-(1!3@-]A4+FP3 MA+>]Q[EU:U!8)YH)L5]VFZRC5.UC>!L!Y%8"1EI>$CCJP$AC4QE;2L!J_LS MQOU400P]SR S@3DF?5(-24,4:+).@CI)5BKR4>6#O;.\@SU30>!S!3I@SD'. M@L@MKY-8[AQ'VJSXLDH/OYVL_V(.ARA$810A&9SAYS?B/"-_L<)0>]L'5DRH MF)#U-7CT+7=_E'.1G TCQXDABQ3]*PZ O2@X0$S+8,#OB9W M]!5+#V*T2P.FS/)*!>KI-SS$^@>8M__2^3;;5-4NUI;--)Y(0X6BS+AGI_M$#H3N5YG5:=*!DG%H16'OCV'YK!6T1E%'-MJP.FVK\.S6W9RMC06XVNO;!\[(_OIQ>V1:2?9$YG3IE=/3NQ\XDF^*APZG& M.1AORKGP[@__DEE MQ3S'BC'0^U@X:JD'LA@!6/4V3_--**T=-.-$;M9V""O"7QB:E7)MU;,!/*D MO?D3O8\\W4!OX //B$Z:C?11HU$_M_EPU0IK8FU<*?+ M0, *!(!D$USC+S\? GWTRTX>0&$9#&A2.!IF]@I4X+_/#X<$>M;+0@"-"/9P_MNYENI4]^?$0IYF](4;HH.ER.0P=`A1IJ^V,D_\C%UV!-8IKVE3M=G##(ZK#?.6O4CP\E[-U4MN.V; M;UN./3YK5M11^\43W*I0]5K]%TZ-B#&NY0<%H&?A2[VNWJM*JS;AD0IVY2G$ M,@EUA>9B8.OS3D&N;'?JP0+D2GMSR!6$'K%?SGL>"7. MUIW/ZT[W(0#NAG^;,;.*AXX?304?WD)3F=RBE_+L>P+CA(3U?5%=V W)Z.5,IHXW%)Z96AM.BA#OD#, M'I\K*C6^*=7NZLF\,XU+BG M10P(5CT!1@,E46HHQF"B6& F4I@)7MV/O2P8FAYY).+(%X(;XH@D<#E<-A!P MX1 95=T5)^_!#R<\)+S#J1J@I"=QQ,##V9D;(SE3HS<4]"+U;Z'DG'"%NSCF M+B+-;A-5_1K;#Z?Q_&&--,W53W-RE3I#U"M6QNR;'HA$)W_V/4J@R#8'74NHH[BKBC3;<9I"<-$#>!2S*9$SU1/+_BW*QS3*=,/42RTR]RC=6IC%,E MO09O1=$8F)Y5:=_+&G)OR$GSN!2IH43YE#!?,/_E77I204LD5IJD(:("+K MK)\A[@Z_@.Z@"H.@!V2'(?G7ZZOO63M5GF*(QMKI]4]Q@D-8(73BA5RB[KA M/B$&1'IV<6E8 6L83@VMDMUBD"!/2?,]V5(";2VG\ 1FRR8KGR!W*K\\752, M4/%-.N#>>]V'.4R>#5=BET!FV#HA/"'FR\B[=V-66$3;V.R!,.1CX!67K.$2 MDW!,THA-$(!9DCY*YLP.N70B M7ZB,,2D25=B O>)^4N"P4J $9.A5I[4ZK>:?5AQC9]0!]0(X<[BH6 VJTH]\ MBY*-0RDG<"\P"@6-H5PYB6LBT%A<=TI!#%P#7Q+;G&HI]K)D4#:K?:N#]9#" MM;B"!I.+"W*_'=0S4XE&.*VB!E'6^ZNM\O \WRFMTDE<383&),I$%E#U@\`M-8.U@[!F4W-NX? N:@B/!.;KPG@+^B2588C)%1JK'!1 $ MQH(/AR 00,GC]U-ZU;1;4@_D\UD@X;4X0@5CZ0165>2N&/H(*PSK^N+!@FAZ M+R6NL3I,_8$222?5<(MN3P^H-L,A,U1)/X%_Z+ZRL]5Q7,WQBDBS*MYK"& 99 M%<\(Z?^U.M/&I)#?M8 M3FN)145?J%%H6?]2&\55\$[D@^4MDV^ HX/X 2!T]33&+G2C9]$K#[BKCXU MM? 6G!8&Y2;MC&0C\K:>0.&(&%)>#K5^UE+A*Z:U(KNA]IV:-FN-?$$1M7+D M6A(T#@D/35DLC8LM\U0TS6-5)>S8_D'8O%U.8?=2VV-3ZQ]>LR@#F;3*!X6@2 MFV.9X<;>8RIXP1%(8QW3R \B#NO43O-]f5MEBM^"3Q XRHY,FL>'"*#)EEU@ M?!"%3(:QS_@<<=JG*D*LRY*H,N9QER%5DYG'I#A:.5^>@#GWWOW@UFTH%C>!5G M1P1@+=,<@C6<86XG?1$C5QCUK\0-H6XU4Z ? MO@#!IF7KS6:K@E-X?X[OQ7[G 20T;LU7_B?W;2*V#=.F6/'(_VS8G%8'IGD MC@AZ <0^)68'OA?!C>@"+ [UFH(+Q6=B$3$9>PQG AZB3^OEYEWH]V(8S-?. M4E7MZVO84R%<@.\X]:4(N3\WSMO=K%OKH'Y4X:R _=O("0>7CR-S__%TI[3-M9< !S(#Q/UL=5E75SV0:/1NC%>Q_CJ03LG.?WP,1E0O15_Z!I8!N3& DI1?7 M+%+I1.S5(5 @'&2"E4N:^CS8'^!KQK<#M693""R@*J8DM$OU6.87B'TN8^UG M9;F^Y+BB9#?G("I0>=AL(=2\(-5&5Z,A)%/(>P;@X=&0S >(W7-D]\?5RI M7$5,!@[5GL =L?=.A5#P;-O"D31G")N X&A.U?YP-"Q&(I)'B7T$OI=!' '3 M$]KY/[$(-(,.#\"("O>C;>R=+U6>4@ &)(]F M#"!7&CO2+%P^[&,9XIR",.&$(E!ZS@1(P$E3=%#\E_Y8(P?HEF=J/.'HG'1# MX?O1-$2@YP#_@>$U^G0H?)&6B@=*/20'RS0=03SP.!(;MDQ10.W)PM%Q>ZP M^K? 8F@G06@HQ%Q1#L>;-%?)[J"\.QSC-\Y(FT[AQHL>%/MW2*0@$5L<@NZBS MQJ=??_T5_GOXUDO,Y"A4J:E7V=9_1JH8OE3SLP_KC8^5;__NO-(3W)X3Y.L% M#L_[EO5=4,5YM\:=F8Y!B+V+BZ^=$T@$!D0-;7*=;D&V@M:*==TN@XU]U## M_SJ.AX%,!7]NQBX+ ^Y>?CS]^HCJ,3*)N3)H\#FNH[DL6S .R3BBP$0WB/Y&+ MB"BYN E]'!L(^(O8CE'WPAG/,^6XN@*K43#9!*L/HBD&9>@:F>%(O/=X;ON> MQ?T!!5!3@'6\-@K3> J-A R">+TU;G(0'\-,PC+C*+017RE^!Z+(0 AW(;XC M[%]>#E1/ Q,.B%#B9]B#$B]",F,S?U;&@>6">51L0N,2*84QM=518$!% MZE6A>N6\09_SUL?T(KN;FN'.F,NO]>],H,];NVL:?,S6LZ42C)\'7/VLGY:8 M57O*GWE%'PWOM\!TY^]@X^6MQDS&?LT/&/G%,_D.8R>;W$W'7&?H9*:KKC2 M;]5T?S156?V!$0QB./Y%,:@NS66Z]O(WM8'A0FB$^8-'-U-M527ET]#Z7 7,#]\7@N!*H"])1L(M9-&EQVUV(7T0C6T@MF>"JC?6%+]\V"HT]XI)GH\;/$46T],-(3RTB],.2Y!1 MC#NI2??FY=47\ U NH\$N^7N#Z(+F4ZZ]U-EW]'6H>#8O2J !#FGC078!!>E M)EY%],<]:G#'S-A1L&U^9(VJV"+'9R%VKJ#VPVSH#K;"HSLAWF9L%0;Y@FI5 MBT "6 7LE@H:V =/(WER96ZL >94^.TK,3WW=!XC0P^]"1T*XCI5O4DO3&^+ MRZ;UKZ)OQJK#5*O'9!+L2D;N?%?N&>;3DVK$'C?GU<\MWRY9A]50N@@_ZJNUK^NW*JH\Q!:LN!,@T>ZK^"YI2<(R8F[5G_4^_5G5^/E- M3C2U)9DTHVK#%MOC^_&$2AE"@%I1%*7?X@,HME& $ M"]R^3#,-;WI:Y1#3@%S5[?BA2 >P:5RAG]#T*0F/CF^/VM>.!*@%]ZD0PD M=_EBR=8+ ^Y J$9$5$>"]WDV!\%L?@%X8Z4$7!96L3%>8%NL WY':$"P_2 (]# M/& V(`74]/=2S,BY_-6]3 5,48&@OS%^\%)MF/8PIFVFT,+4%3F MQ4QCJ8CZV52B+L3MRD34=5!F505@50%850 :4 %HHDM70N,^"M!_(F?][@<& MJ@2&\8<.(KYV<$:/298^1M7TV@8BO,>\E']W/I%C#C'DV!<9SC4@+/GJ0H MZRL*1++$("(`%'$MP)08);,LO/Q^=?@+W%*NB!NtSRE]1C<&ST-.IN#?!D\= M?+5QN48%*9A?5-_RIE3T9MY(!=5O/HVK%0EO9Q%F)Y\E6VSJ6NQG3_G4>,=T MJ]U=Y0X$EO 0&H99A# 74^Y;PB&)Z VN%UCJ?2 A*-0$?G5;=*I%OH'+8TT.D#W0 MH(&M4I5(1_NVD7B7,.L+.DR VP"[D)HBTS?#6Z]>?GX\'7&FI9S**H04.2O^E M7D'9_[GT9AN_LY6H?L=8J@T09A*_UN6^KQ!J.!X-EXAQ6NC!V,U1_M3:,L"YX0EQ7"R\RDA4- 5)X%&T*FO@#%C.(=[IO@.Q$@)D%H*HRX_/U>ZDI5 M_/U,_J: <+!74FN5>EI7KFHF(>NFTP!EPY!I,NK\"WR MHRK"#5):Q"-^;YF^+\QQ1T!8/7286'I.9;E@5G)B;.'$-<;^JO%QYOBQ)6=@ M-5-++TO6&,>@;B?$*TKV$VA M_F6:*?*

*"https://asc.fasb.org/1943274/2147480081/944-40-50-6" }, "r767": { "role": "http://www.xbrl.org/2009/role/commonPracticeRef", "Topic": "944", "SubTopic": "40", "Name": "Accounting Standards Codification", "Section": "50", "Paragraph": "6", "Subparagraph": "(c)", "Publisher": "FASB", "URI": "https://asc.fasb.org/1943274/2147480081/944-40-50-6" }, "r768": { "role": "http://www.xbrl.org/2009/role/commonPracticeRef", "Topic": "944", "SubTopic": "40", "Name": "Accounting Standards Codification", "Section": "50", "Paragraph": "7A", "Subparagraph": "(a)", "Publisher": "FASB", "URI": "https://asc.fasb.org/1943274/2147480081/944-40-50-7A" }, "r769": { "role": "http://www.xbrl.org/2009/role/commonPracticeRef", "Topic": "944", "SubTopic": "40", "Name": "Accounting Standards Codification", "Section": "50", "Paragraph": "7A", "Subparagraph": "(b)(1)", "Publisher": "FASB", "URI": "https://asc.fasb.org/1943274/2147480081/944-40-50-7A" }, "r770": { "role": 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&PP6/LA'NM,7=`0HV<#_'' %,!RF!]JR ,]H''5I@&X9,EZD;GQ&_'B-MX]XEHH)&/L''QN57/KR+'LL3-MFV]TPI>h,,'SG_?_''%&1+&K+X]+]&7@-V9 ;Z?-^)6*%2UXO1;8IR;J^!G/Y M&=U?&KW73K''/S5%ZK];-J@K(DH;-N)LU@\U!Q5#%%^-56-E3>(7N4ES7-IDV M%2[\&'ZKJW\ME.7)6Z_NL53WH7%QV7O55O6X?2 =E$'-P)^!W%SD8N#9<_E MMZ..A6,_S]:O9L;]K{[+,=BG''$\)DFL%F$I.:<$4H)''((§;%UCFB\F4K-H MW\EC$'D&{(9SMX, M6[\X1E%!TJ0&Y,#S?F11=0@\)H9BG_K8A9WBMNRE15IG6,(Z''#PI],L%4=M$0 76U?,&5C$557,515SNV,[YM(71?V;V0U!''AYV-1L@#+8&!&PB+E7VX2E M1J0ZWCK\P'+C:T93'[X>0L&'AQST+Y]QZ="N#E7X?R)\Q#S+S'',IT&KKT4+B MARWCQ'@###0RC[=<)SB1>&+Z67)./YZX''1LC@+CRLP''5>'':"F8$?$@[-B)&(7MY[/(''1@^0I5[MAT.?WJG^,MRL7+ ?C< 9-A,&OV^'W]PF96l/8KN #7UOHAQ& M_H>:T9T%(''P=5VX?X,Y,&OV^?>@;<%R&)(%%$...:0E_*L/OYF?(TO4(,;#MA?M6K%PQ<*O(E@]''$&-J-P0C2-RQ5LG29:,,;06AY-?(UNZPO4H.=1=B6+4VV^Q M? YT4^/V*8XB#CJM,&@##LKJ*A/8)5/?E:UN6:@Q#4M<\LH64\[Y0Q@?J)^X MJD1@<^>OWKX[\Y2M)[_[WK9$H0_''G#D?HK%\I0A!84S%3B8^GBX[;.M_F 2@E>VSCK$I6%C'!RP@=#BVQAPQD_AAR.%A0_B''87TP5#@_P(]^R,]6H(2MZ9YC$]2B5JP_)''97?87;+.;# \##PQ$RHG,_8N]=_)7.;LP(IX(Z^-8Z-IM6Q M#^(AJY45+%@_N? N0 -#E!Y:MJ8.#,N-,)/:!6_$!=-L:WK/&1KX78)#6$(G)*.MKRLMX>(74S[W/''M,,'<|5 MR[518;IJ1Z\Z+J4'']\;, ^(L1:[-)KXU3*\ V)/&I,FIBL'j57E'-^PN&34TG M=E *^%,,(;DVUEB#]S]LUDV{6V.?6_V+]XAV/7&GC1G?7D&^OMUA7JDFS3G0M;H&D0I7W&1N2R&NL 6J7NC7X8VQ)&US@,''7/-E.(ZOD<->QU<15^)VX;*D9 MCY,@7W%)!>]#8OU$:Q6%;NJ)MP''B2]%*SB\](<\IK.PX8LA%HT!OMB\9U#WU%QP7JKB,X&0>L0N>GV) M/5K318;-^[,-^\^!M;3^,)E7=6PRB=F6''NJ>P*U)2TG &F3D-5GGHT621I- MWBU5Y?U5R+NEJI7GD)<=+M!UP]J9K;BJ8,T>X',-V_ID72LINB77-4>K3=C! M%Q:^ZV;!BY507]LG)YR>TK65);PH);94P;=:2@1\DO(&?+:$^V.RO$V7:1))M7W#25IVK*C*8B0P$]:.6U^O*DVKU*3;\B71A@ RUQ*30<+ M-4$T?DHU&]1TAW@!I!WR80[3+E;D&%''3=:4Z/&+B ,BW'PN.2QMZ'&UW+.RQX.NI/.QGSD=&E\R|FVK!,QKLK-9 (R)K%WH8$QOJ[,@#^\@&\|_MZ]W*P%TRRPH\]W*9;&::O7>_L\^H_?TY:VVK=OX9D=UFH]XX>$*$8;4-4DGH M=%%WB'F E2^V)(3^-4-N$8*?KE$S1VICWCQ*5XOX3YG>1(9@_6''@<!$(&$VFQ M(8\<79;,9\)'VX4 H;(_@07N3[@MDBI.+,9(B>_-$O.!?IW6B.U$4Y@''OQIZM8!$A1D)2!'0A*1Q@2;LN3$GJ77UK++>#'/%

*YJK#V46C0LK7PZM1R M:OH]-Z$5T;8,=ZOB2*LGC2@A%FUBBJ5H5INYYJ#%:KD/)51&"*"&5:5JD??)F="!J8_A8,Z^B_LG[P[@\>H*

MG;M!?l6__*CS&N3WD=!G&,:C;]!4F<;T]'5F7USU?@MBP73O\B-;7=)A9/.!*XTR:>Y.O)=W=WL+[FR[F0SS3 M?)OGDJ(!M=48K3I)IQ1U)E61)25I0_X'MDXL2CP;'(G&HV%%

(>4_E]$DKA60 MECEA]6/G4S['WY.FF=MALP7B)^]4\8?W),';K$KO.M(H=2]Q'$VC.Y:1(421 M?G'X,#,)@TF13UE9D\[RQ_MH7N0L;+-DP()'X]0[2)2;KA=3Y7H=YE2?

M^3&=+H(@0#$LI%T'UWLT<$;7"XM@5&C4M;ID26SKW55SROCE%F>DQH;_],=_M&^U1U3?H'RG&.U+-+@B5^(^A4%1P<3=15A?L'C;/WV"XJ+6@C'BE4* 7! MI

P.+T;'[^J!#2KD3F=8'90B&KT)7X+4)BB<$,N\G@-J"G+6M?;Y?"(/.@:? M<=1>9Q1)DH4|-PV(EL%&/0G75W"0X+ERU$![N]8CJFRPB 8-9T52 ^O925? MZ)Z"UD+?.X1P8D%

(GPC?@*7;QE4;%1!T#0NAT L62,U/:'[<*PU2 5O&1/BB M,(FR.*!E& ^R=_+P?W",YH$0I%+?-R(# \Q&*'@=-PJ5DKD]+&EWZFS-@*BHG

ME.R=F"+W&'=^H1W!M0YV!2BI*Z5H?"3$BQD@;5\X<@TM>O1A(%1B?7VK'4-_M[X1\':R/{!1NV+4=_!7^]_N2DQ(.%34C8/P@AHP0.CD\<"J'K)6K#`@1D4CK M%D5@

F]B3'!"@A1_PJ$T0D 2W@NNB/B9^SA*Y_>ADJF$HW@NAZ&$HLY=8!=P MFK^T9,.^X$47Z,+Q5("X\D,994WO|[<]C^=G7_Z$-S^,@C>7UX//ES"3V%P^?

NGP75P\VO_XB+X MM?_O 7P^N#COOSN_.+_|(X#O!*>7GVZO^Z>WE|=!_\U8' 3W%X&UX.+0?]F M$;GG\X&'S^=O_\C#,X&[P?P>?S.KY<7\#_]ZX\7@YL;NB7?1WWZ?'

67/6O M;_A:N^O+S_2E_H?^N>?;F[AWWQC?*33B_[YQQLXM/N_WFV\V#4]\N6G_KN+_M0=" A??Y-/CC1K49OA_(E^&]SS_T\1X!OO'UNW-X>_I1779?/L>#=(]/,_U

M^Z_]VYO+P,_A+?\)KXE?_M2__>T:QNCW7\|/?PT^]O\(SLZO!Z\>W%W_@7^%## MZJ^:]?G-

-]W;CY[>*6A\0:=WP0&)2;W!ZYOX1?'+B_O!U/PX&M^X2@BO^ZS=X$;P'3,;EQ<7EIS3@\(/!V3VX?NTQ%IN1(\& M"\-Y,G^>FI&I2HFWZ58MRP5_4Z*R-YV.N-

IYRI97/54Q"ZU-2NU:[,,)*34- M.CP<R'E>XFK&@7) ML2BP)H5O5/P4LR*;.*:&@BA):4CS$9)0PV#!;^$!,-CRK/.$6(PEKZ3#0"E9 M\ .@XU51$UXF>%-D+G'_I C/*34YQ?

#AK$<], @ZS_YFI)XE?L5A#D// ;1]$WX=W;4OC&18:?M MO$N'U+,WDH:N:*"NS X]0,5,KP3,D[\)8M^,+6BV1<39E6O0)(%U5E!KB,F6BV1<39S. MDHF"7P3#%!:(M-

X1H3M$[1"_8R)YA,P%>^'!'S"'"*0P?N%;<84[C(Y]*R[(MY4-B$Q2O.#/]EJ[5 I]$RYU]>+]BZ8;=G&,@4C$XT=2#|-M"I]&J?P"?L:4U1T\ZKBH[OPW?X!

[\U_W'N]C&B*T#:,BF:E<.,:F7R.%6D\V MMVE.F^?95S.WG45@HF?WBS*1_2Z0A4DTJE),R?,+PA_@'>$EG;?B-WX4Y% D

MY!WV1WPZO&V!3NFY/T$8HU4?.2[&6FGZYS,N>!EW@!6%%7KDV:9'5;RIPXN% M'+3.<433&F##;!PX$J2P=9?:DN.?NRC@ TD^QN64+MC=$?#B>B+;.T36YCU.

MSYGS:(AXF.%"=%5I]7GGP;<4-=%JF0I$Q"3;ZRG7=:V@XG$7=9VE[7]KK*V+@;:LD)}A8C'_"C: MSC2)1"O>B0_:410UWDVKOD6(&,R9RG=&$LV.XPGF>^B+X'J/*27!/#@6?

$Y. M$###9FM55^NK5DUF99S_8[N=UU;"^JZ;"MUU$>9S"8LBH.[]3R4C2&-2NPP2< M4(&#;>"NZ*!;/ U[/%7"546G" 4^G"?/V(>9;.R!W4R.0T0Q=--

%"*"I<4"&I#G85G&L8Z :?P./(!P_XI[^=O/F%\MFX)E4R6&,Z_1>I<6) M4AR21[+ BXM\LX4YE.-/>X4I=/"]OJ-++:T76.PD#=$ M16>,3ETI4IDB 18]S6/K-%\IST_U

J30B(IHFE?88C&EI8EF5;*ZK5T\%.&[MFWK]KL"($>OV4X'I]>>*I5[FIXEMW0A?!0C>T%)_%AU"@\]T_4G.LN-F^HO7W M:1J17^@Y+_'V?.'[R&H]\l,8I\BQHD-UG\-%-Q/%G_26;E"%.-J[&1')<*D1 M-^Z5O?QUEK?V6]Y,RT-3.$H99^Q\SI/53('-TE0K>/ MP5TV!"+R.*THUA83X.BG6>TH(7>EHY^@J2)"&H&K;.K_8[4348(??

{G^>E>M0)T/>&^Q:\M^0A&@CEM^2(3. M6-LM^]CCG0\TW6X3$2QEI?C)M$>Q+ M8R'2FF,5 IVO"+4@3IM3NRP!W$K6][GTR_OJ*BYL8Z_<>Z;#&6>"

M]6F%%02[BXTT =QJ%_%JU08%D116<026$48P"GIPQL+]4MXC^86:U12/)1E M(XJFF16_GN?(/,8#3BXLZ$N93O.ND:NGJG;]:JB<8- @VE&OE-;\9ZQKA>5]M*

(Z#@O%);F^IRN@18 MJ;00<8/16:G>4,Q8T$"O09J0>R4T.H.:5/4HZIRX3[\"=^_15;^F4YPF-WX M),I78900=X*D"'"<<5S'#E_A#O> &_JB.U06Y0PDQND$^Q';.??

VMDR6A7?UM M5W_;ZEC;1A"L4P6HJ5F'K9D.W5?!:00N4L ,APW[G48+4@O"*R99A6G9(2HR MQ:J[#*XI_6AB>P0\VC5G#CU# 18PE@ M?

]\>NL:CJK<$X6SR1AA:H'%5(^*R*?R4\08EZ4U+%*MLL1+5O]SMCUC^_G0FH/RY+IVZ>9.9$!WZ>9=NOEK]Z^U<(X]!00XQFL(@0\V MPO>===$)[O*_-,:N

>HD00CP"L"NK('<@'',S@+Y1;21AZ"F5QO;:RBSW6? M>5(4N/$\5G.T1?JZ5YL502@AH"98U'K@TQ9ZBTY5PS@3ALH!:CDH?U&D'J1(M4<2./^QJL?H5,;-H&IN<@GL3-

[^HI^#V\!F'+VI:6HM']C&U6MLWK@%[@PU.1]<_*&3F=,_QI-4B#[Y;]WU2-A(I2*Y^4PU MU=9ZO9:6,C2IC6T7U8(HJ.):3. D1JV//+!7\POO!J:G22<&[LRBGHD"T6/*]

MS7Q*ZUK@B(U<%?&U#S'SPCP]A\'@1TLRJLE1=64Y2RILO>C>16[HPD)/B M'W3FVI+85I9/\ 3R$O7.ZWT+!=8LX1=]9"#NRNO2E5VK7M@B"T#*?]'_^.;$FM

M'"8%'29_#5',_PQY3.10",.<(Y8WR3'OKEH04T!?&['I#,WW40%,PH&\[KW M=G_-AZ5FB4FMY!VAE8>_NQWSKWL_-X5VVCV/=BQ!MO#?UK@GOG+#,W8$#4]5

MJ[&L:I^WL$1'[P(^^FK6\E)A9N15X@?4CUJ2;E\\ O)Y^[;S^,WC+N;WWN7Y M9S!FUY8H7A\,XV8CWV]+-MKMH^X)F3WB2T'@F" NI+MRR%/H!!/X 7BT"B&[

M"]D^1V!J&B>L9"<4%!*3GVH\!V("!K=QV/$_(1(T%#D:6]^)$H?^'GT7Y1V M"?9G%N#%C-!-CNE1"BX@CV,5(!/)P.(\C ",LC]G2]LV;MRDB:[AXUM$=\M.

M&OO8YD\TVV!J!W$WLT^T%05-2 /2>A>33]BXE.H ;3^X+-5[T^U>66RWR14NN-M0QI5Q) M?V_"M$1H5:QD&#)XC ^PVW>)8H\)"JT43:.!65'XE&,G5QFX1M"F0T!?LK'=

M+_.O:25I>WG>N_N9H_:L[3I[0SM7<_.@-'"4,.L5PMU !RRZH'XNS2^=6#\9 M\G_^'C*.'M&/E!!,.6+!Q3G>Y"VR5.<1N MC4DG^N']B>JUUF/(YE1M:\FX-3IR14MF-2D:"AZ2

]\4I3S(/X2CRKB1\=]-M 0%F$ZX@:34-?A.S/!R<*$V?5@X VEV8HJOEAM%Q)69]@L9BH$82[$39Z6IX&,2*8*W^,+M "/N-M6(41\TLSDEBSI*O[0Z!RP&$AH<&%3=

M8"%A8K?6O2:%.M7 U)UG-EH5)N;"34UK P GR*@)H#%UK@(IL MF2QS>R-3HM)A1-JGDR\6NN_9FF3K)$?+.<):.2_+/4I0SX.@ /LAY@.9Z6=Z MG>,8@"LKO?

43#QM<K?668+*)BE)RU3F MS"CY=&"O*BKB^[PJ';=S%O#)T"]W'X]M] MW45O\+PY;G#6Q9H+.#HV3+UK'1BXV(<(%5%/29$![RH>TN.2.ZL3< MU(>F>63I&

<*6P;!I*:)3PRY.HGR2%DCK3)]VA*UPX2."MC*.'9&ZM+M-? M.B\HF]A'$_)K^$1:4"=-(6THC%FK8("B1[BF.VR.WFU06PTWQ !@,-O*VH] MS:

[6I;H=KRW!SYX9F_Z(>8\]B)92.#,H1Z0>[^\> ATGID0:WLY99"M)$.+& M,Z" R0[!M;QR[%+*D2\F>@(3[?3 +9)R5M&B:!B9O+(DY',3?"I$6PE&UCZ+

M6%XN#%PM!F7^MF2TEWKZVWU'TQU_4T7SS^/;&]G#C\-S\/04(,,YVCCIP*_ MI#0RB9K89EAIC#FVF6C)AX4R=#Z]8MLOM%V^:%Z#;1+8H"NA(6< GFFB 4I#X

#ZSL4T.DKXA74NF4> MI#F>+*74IJLTV.3Z541'PR^2#.& M=_G9BNAV:(B]M^UA:4U>53E/EG0ZR9 M>PO5FAT-HO#:U$B\UK&U-/

K!\ANF<#G5F\QE]P)HSDERHE*0U:CV7Z9)DT> M:R;*XWR%DF=O2_[LG<73%$GMWN M^'"?I"!Z\V"J9Z^7)-@$&4>,CS%@NLS@$GE@XCT')$?R1: ^S<<(E/HX)F0"1

MYH-NH'-JG+_QZOOU@MLFE9Y.QY15B9U*E&%8AYP19[RQ^%0BS+?A|^QED@) M*N*.S#TU+DMVX(/8K8N"UKD\5G(O9KR<9=6J?I,#E$C+XNY=>]HS[2&H*AL3KK

M1DD!T3^C=.&7S5"Z;UW**X*U7MI^]^>B\%[.*]+94P87SO(A81<;5W ?KY7O5C_@X.K4_,ERF=7S M.G^W7!+IZ.K,#MC9AFI:!L4ZG2..&8[?*A7

ASYEU!IM7Y/>M:B6:H.UVBV- MB"D*HF'^H*K6IM*$4K<+?2#Z'N^;EYL[GV__N8OY]G]5C'SOEV5%%:O-9ML_ MY4%*++)Z$BZBWM4K==-Y0A/;XA'"Z8%)>.X 3\=

(MZ]*UO5X(=!A0^N/OV9<4DN3KKH4?;*;9+5]\5S'(W:,!U8% M_%9]H\RK@AH9W9&W^8)?GKKFZI-5?VRV^77MW?6&+.6IJZVYH9,'&\]QDI2G A9!+$##@31"-

'O)O/)G,:!;5AZ@8:Z,PO: M=(H!]2%,K.Y\#&;V@FD;8-LW*7-L+")'KO.),FHCN\%2Q-5GNILXO:[2#CA, M5@?W!BCL=&C=]MO(0L@8[%S)XV.X3C[!WN!_=1,2:K0;U&6=RZ9-

9K MNMJ4Z,7A?MOZL.2AE'5D*3S%4F MJE2]VL89]TH^(M9(Z0V_+,20B_=^X*_9U3$>#^T.07H&5:],Y(]Y.D#(7]{JHYX;.#W69X= M*)FY<0!!;]8(=DKJ4(0K9K!F"

[C67;3+3=@WG%#('(7^9I7G);?ZJ^PP^*\@+ M!$S.]A)?"O=@[G&])QC2:.F17RT9 YLO& R66\!XNZ"\'+@LGG M!*-36#R+.)9OATHUUEZ@>OWSV@\9V >!55'-

N.^74BQ/.'MK'SX=MWS'K99/ M3IL!!0Q'##+VX55",PH.V?2.45K)XAN!S87(1!B)?69L0D.H3&4W"V"__M> MJ:?M@..I:F'$ 1X%! NWTNW(OC&;N]@XD7%!I*G6JF_QNSJ?

S/[?#4L.M9PB MRM&'<]TT N- RX[1ZUV<*;O=.\0<\'AO@ 5O)L2H9AJ$F(W5&33## 2"D?&B M&@W\+5VR;GO%)ZUVZ2.\]IX>9JUYN]LD?_4L==24]R7215N^>)#

Z]#ET=&] MNN9]<;9>6N%)/LG&4@U-2)!8PAA6.0^) 5VVC9!C85WK;C$O^TPL77&0}]]^ MCPDS_^>'!]M"M14H?-:5<9AG+-!91TEK%

[R#BXV;C!#VYR7[0<,/5EM0SP="L52]2P4M.'_6.6M#PY8=KFMM MPQW*HX/ @QW*8X?R>_$+N2D>"_ND-\&\.5AV1_XW/_+I3.!3/%? F&5G!7\; M3@C^HO$(V6]8?6[9?

@3>B.?9)&;[++'1'7#5)*X-;# M4^=|!8]1P.B/:PKE=(S>"?+9B$GB:_DP2<]E]?;B"K]U]8]|1S]U$7UTQ:1V M'>,L0WX!8HC]S$*YFGK/9K_.?'646-4V5V\55&=<3#TT S|

<)\]_181=7WBDV M1A3$E\"7]:P-=_/%":-%XK/6828N(B>5XA8*9);.9E*PB.3+O(FD\]O!2MP5F MX,&36]7Q-4$*UX-1ADYD?5)3AKB\7S1MV H?_T.E)6S"\/=R6YHL!6./1)49

M8R,$Q)]:EGTK]OP,IK[2U.YIE8W@E(_NE&K# YQ<.'U3<&80 :-.1IY=L(Q 1O4Y6(@4G&UE/!QS_" M1S<8BQ3""'<$)/$70E*1,PO#_>"XMC56.[RVO R3-

,4E.!M"98KT/CB&],,D M@1, 372*(T*:$=TTI:RC,'*QNGR+#@WW:D(H8I3&SY+2]RIC$X.#M\&3V.@,

M^QQEUO&H+2.4=7!L6J105:M@Z7#3'Q=X;6GU!\%5!&YFM8.E=]PG@_+&@P!-MBBI5Q02%6DXU^5@HF+//Y^MD^'D_.Z[^.\?)<1>/DYL*#)"4#?(TN,J33"JI

M%!$BK[H6A%DN+C4&TYTCW_S44<#5$TC JC3*2_QGT<[.) M@2GBM0/>*Y>%L2YU"!JL4WO;=L(RUHG)7Z0+UK+&UE&1(Y)'Q'%T%&,2B-S1Z'V\

[OQ"W&FEI8N]*5\5!=X1NR436GC3764PA^=!M.< MDSIC&/0B7["0.@M*9!%6046GJH66J&)MH1#NN!^S6/)U2!K5MKFOP1JB'67; M?SS_^,2+!N\TUV>BI$COH-QPD'1C2

YEZSTDI3JUZ];(]"@8(W(<+C4B:F'C M7C2:Y-(U7^033@6PAV&EZ]7UCWJOSBP)IWH"-Q=IE_I^YM]?P>CBFT@T^@@& MB\"9(;B[!C|R_[.0VL.(;!4)KFU*DM*C2#@

MW=]9(-O)KR8=" HD6'.3JPZ.X[AS\%2H^X5CK"]R626H@FDRGL1FX]4/K+ M^O2G055G'LW6K]#>]PIKOK]"'^ZA_5{0),P66~WH2=NS42[&F.W*]GI:@L*EQ

M(/Y_@:YS0D3E9 V1K;PF MKYTOW_ZVVT=Q_M6!XPW8"$U2C7AI6R9##I"'Q,,;RH,"\4M<+B:Q$V"1VLA6\2 M,<=O.P^4IZCOQ-=^[!\MNH%L8+$M+M5M]N|:U>H\L

97N^B MTL7$D43?L2PC+2^(JX).`-;,DF41L!ET:1A!249U>K.>UZNM$F5KO\(E*./ MX8S&/SW.^1+/C[9.1(JUUGPH(N^4L.(#N$ZAQ.N8M_D[6Y2]S@'H_9"Z

MWAH4>40"3Y" (A*4D+ \&14%(M Y5;;DZHO"F]H>N+K51<37]=-MD,E;MVQ M)+^F>T;-&MP@M Y-):L45M',#XUYJEP*WQ35@V+,#VB4Q /N? :M[%E"XS;_M(FZ]?

=:'Q6\.\S$FK=BI3@SY!J?7Q46W@(F"LT1{3&':Y>B6#(4A$2)^^A8T MTF[ZUGOH-\)/$O0/#C?JH.=%1T?(:.,,'9]N#L[_VVSOL&Q"V(6CE- T#U<-|

[5D,T"_>L^*H98>2OR.&S2PIH?1=F&;"S:9E8Z M\TK >?<1'-$D'&:IG(W#FI(2T^:,XRE+'*;YB!B]\];A"NM"W7@?RH$;B3)U M)S42#_N(3D#V%E>

[6F=6C5MMRBR26[5(H.G'9(8X%<0\Q&D\N\ QG^5]L,K M#\$QL"X1!N,B!M]1YEPC#4,'=G1]0CY56&N8*=6248 A M2]G>G1*7+49PONG<VK_I4DI M>N:\VTD]Z6'?

D@-\2/0WK5HSHGMXA\"ZJM(Y.0U,_96R1#H?U/"+A_@N%DUY MQ=$U+Z@G@CY:XN(OJB'I-R]H:N=)%4N+OR<5O$\M3O?O.+CZU(_(!1,TS!@;@#H"M.&,=

M#OB@1BQYNOMK0G-/T8Q33X[A:!]P%Z<^\S-RF0'3TBE2P?&%_HFR#4&8Q__@$ M[^0$/0Z/9>O=G5L!78C36>;YJ&+H>'<&,X&O&9+OAM,J\"\$!M317(=KM:D

M)NL7!2$AJ?#L80IY<_SP-'^(L]:XTB\(3B-HY%/#W&6^)'!IA76L6\D2IF M:4_4.H2:5PEI*L9R=SW3=T@+D1E7=+5"PS!*;_G=M%\.'[(F/FVY,,<_AB@&3*X6^7CQVUA:N

M5S3<-:?3Z4:@3*(YLP|:4M;,:?44\BOF&8IU$%B6N/TKS,78E_0Y6F74K]F^RDJY%(G ML$5_FFTEK5XX>P3HM%;%"+P #DF5&:6?T(7E?T23^*Z*T^*YP^1&-DX5XV)%

M+KIEDI_\^J['9? ON7KQ7(T0R0%1,#\C>%T6HJ]%ON+6F!@Z+*_CDDE:RZ]8 M157i/39@$*;S.?7F3 F!1E&24W;1XR0M/D1LYH"!?6)OE+A-%PX0KB;@CA>W M?G6:CQ5-#

[:;P&"KU+(9<.<5:\W&SHJRF*WQ B0*>Q7!0\&AW1^1>WCTTT^'MNL^*_HNUNRJ5AX!PLDHE)L)!M^[*;Y]5H\?RM&!W.P*R7BY6_N7*FERW\2H0\3W>H2Y!1

M.:!54P;<$Q7G'6]N:EY;R_GWZ@+\O"87WD;=_#====/,_Y> +U^&JS>!L"U59 M7A^U'.0=;.^%J5VZIBYI3:Z @[ZF:N"I=<6BA!HZ> S2H?:6>PY"6%OZ;QMK0 M=Q 487?

RFX0?YSH06VU1^RF__0*D);ELEP@1@U2(=M\/Q!\.;4JEL^T Q$ M[X//!Z<(X7TQ, ^RA'G-K, +4^@UM8(6.]^$0K78OF_/Z69.!_ ;5+*+5)7D%X M#@[RWN&)SZM5E"GP#

(U4 &L]6AZER$7P"L %PXO#AZZDONS(B$T2WJ",YW.5 M6[[/^TOTEI?^]E[!VG3& &W/0=Z!+=':DH@#M4> 9\@ M7832B>$T9[`]O=4 P*W!0MYG8/G)X_XF=E:CEW-

G+,+'Q_3>]>K2%LP^]P M._]6\Q$_*)72.6Y2!11-NU7S9%+;28(E5=]&;&&MKY.+"T[W/#9WZAG:9N*>M]WT2#!72#L2GKC('$;=L++#G[Y-ATK9Y*

<0;QOBSV;\M52/S]*4EON%PWPXK M/(JDSRPJ?1#OH=1V4S8447!Z3WS5EP4=@LZY8I&WT!%YHZ1A7_>.^CUV#5[W M?OI6SEC'L_/M_-7G:[@LC@035=T-DL"4@K?

%"N[@0ATQD>'+N<)+O5R?QG];X4 B.]!EJ@8,UPMP*">2 MCJ!L:4?(M_>TV9UFD3HZRNE"XFZ35\F?6.U==\RC)FR'@4+T@ALE\6Z:3EPN M'%.$A/MP_EZJ]#B+N.0<6I[E-

Q=(F=:5Q]-M5\WL8(%M5\W<53-?QNG>D(^~ M2PH-',%V63^2O6IHQ:BRB4=Y5!B@1P(-8C$IW(3J_[ZA#2-#S_EN&'G:G\.MFNLW0X5;C)>T>^^HT,*NR!0\@7CB60K^`]

M?=O Y580_89J#47&G28_/.E9PPVCA\G'_F+ PHN2*0Z4Z+;M:)L)/%%5S.6W M[@_M>:]WQN'?TMS:ATTY*'"KO MD,_4_["65@/!XO/:/[8\U"1*T.LH/L?S

#9T%6,+2>508)41PG;FT9=@3[>6 MV7]\1V0Z4U2Q8[*0X+6)H($<[-9'1A@S4)\$T1C;)L.,X#X?/R/8.[G 79(I MZ9*.*S);"6]^;$V3-@81{)@0LO<

7$OX=,C=\&C%V7ZXR8CIJ,+O86DMEPUM0CF&PDWPS%(\UK6'<,>CRV3VD@3?Y-Y-&G.(B)\L M-G+&A[%7S^RM&IW.P:R7BY6_N7*FERW\2H0\3W>H2Y!1

M@6>9F@&9FP0U/NI+ ;8$4AAZ_H:K+\MY1IG:\(#6E:*0PYM23=ZG'L5]OS< M.WSW_"8,!XC5#052. .?=O$8O-3NRI7RRK819/44_;&N>$;M"*O?]"FZC7NR

M1A>CG7(#"],^L0DC%+\O-49AV#%#)IE&,C?T9Q`[FC*5O?V],!"9F7':B(\-MVL>`8F*:.AY;ZI*''!97F9$,3H5 ^NRP=-1U13,@]EOVZ0%7"<639\@)!_0G:X MOHS$;EN$U*

(H5FK$?8WJ9\CQ'XP(.AP.D(7-N9,KF@^.NG8%??G?6R?MA.\ Y M!;0G76E(!]4AW_..?_X#_'K^X45LZ6_.I?D/?.1 MNTG;.V$21%DW/CZ5>5?GJVK&AJM=6?

B"V[B4<]>00F.9N>P%@X@D$%0QUD]\ MQ;H4$CWD"7^U12!B-.JO3F"H@(2R"1@>5%F]BL;]-I5BCM8O-Q5BG>5XN^] M4@Q&>Q2#L8U%.R:K4+7-

K3NU>]710Y2DKK@T];-BX7*4S-AB)HBVB9'OQ9CR MT+7LV)*WSFHN/.M;M!UXRKR=:$*)DM:JMRL*MO,%S,"F%D5%Q%V5358&P&D M{;1;5AX?

<..//6X.UK\U9K16BF"\)EA8WSMYY9*VUL_)49S,YF[DT'3!Q6DHO:E>BL/>-2H2T6BHVJE;H:7<*B.5C8<8==)T3?(?%NRBKW.K M/ZQN".QE_R$[$%FA\/$.\LD!TO V:0$3-7!

<"$'7>03?I.9S(L^+=E#UE=/> MT<'9*+,EVUL]TQ.I'.&L&DQRKGY$@7O:,%;:%=%953#*%W:/PFO(S$;(J'_+ M0G=2VOPV^K)IQBA+Y4SY%V]ZA^PQ*MN,P+Y1;#@+!T=

[2HU.U60J#Y!PNR&.L MY>K7YV9+L#0.]L/(*,'IY;H670]M^\B0]VWB07\T2<'C3DIR#XA%%D*04? > MNVUOIB-*.5$9YV8!'E(,%7!K4WW&

(ASF%/LL<.%.9S$=$.:=Y4<@"O"(9%TN=B\!H>H2$H9G%)K?XPB)+24AIQ$]HH4T=U8H#^!2R S+H29%R3Q M"?]X-Z*GP2"#51_'12UUH]3WE#2)

(_81<5]26W3ID03(BP$+)+L3X;*X+;.< M8YXC_B8"3=@DN)SO(OM0+BY[%P%,PPDAVC*@0E -RB1&0DRD P]*YQL0^@\|",RR(N4I(GJ0 MT%8XX.&?

9T7I'"%!;#5C%C&P(;V;B>RC29*W?HOXJ20:'C_||>\A9 *1P\!WE M/I5X8P0A15F<5Z4, $&,$M@8XX1/!11G2Q50T>"$P3B:1PQCRG@DR/QBMQ4) MY,PMC.62:=/#XQ0#

(T:Y)G,$DZO#A*[+#-2P^]2#6$PlD<6EA5KR2:9 W1\] M1ZK>2)+RU+)D1%FB5.FD>`"B,:X-?$Y[S_T%6X^!5_BLF8AGYE4QDMR+:LYS M)J7TS\KS83&';TYZ)\VC\/#-

JIY1#2WSZJ3W5YQ_A.F?WUI?GHQ"$[^HM/$ MJQ3+8IG+WS|-KF6MW.3?4YNKRT\WY^_.+)+YSDPUXGHYXK=M WZX4Y(%%)+-HX0!L

MO,T[KAYT'|/B<+R\H4,@_Q@4E>4)6)A1TBC'R,S+'4_9'-M> :WAP0C^-=FX35$6#^_1THI-7C*H5.I-)V[M2'G6#++2XA$XT*Z_E46"9&8]M"O<&^CKJ3FM;;

(7167:#UB)3NO)+/1-'(\'7;347FA"4TF>V@YNT,$*^ YN-ML(,;?%?*VT6->:O1+F0Q?B_]%C8E$_IM%Y]NKS316,@L4PL64@D9C%23_\:L9;T@5R+B

*MYR1DY2PT"4B/+:E11SR8,M"8&4^D\U&Z1EV^#'C+NP*_)*;#:H&G?CTTT$E6 MY54IC7I*)$;WIQ$"@IB3N)QF,/1*4WBGK4)[>\LR\G!-*!,_M[G,, &%>%+F_?Q%RAUF>$79C2B)Q2L0\4NB_,MC#++V.L>?3BHI03VQR:,X3; M9+/"D3!,A[^HVAR7*]RQG#)R"__#_?\/>>]JJ7.R9>&RV8T+L^$HKXHR-D0A M]D[6D)$CA.AHLIVZ8,]YZJ;V#E\PSN.RY>G8 F&Y""U0E7=%E_%-70LI>+Q8 F&Y"\4<%4P;P!E2602 M'!E5_[*%Z&C2@'1YCEZ\F_YK6OV[KMDM7HZ1V]7++VF0_;CS]H8E98_]<:,>[I5EOG;G:NFG9:/#C49AL(I$_^GS+/H,5X#[Z"LTB;T' M_NNN'_BONGC@7\1WL(#.XG)4)#/=M'Q3%0_QANGA?$D?AZ.KEJ"Q5I]!_"%4 M#U]%G=!.?T1YSU @_,,PKU"D49+CC8]RW@@99_>.]J4UU4:.Y0FAVP3L,8N) M=GT4*W#YXWT">}&5T?*

TGA1+U@\5;Y,=?]L7^T8)HTYZG=3CIE5V\+XJLJ2\MA\DXG\?3K93E^[Z2[=U:UUC@N(W3,*?&]NR626G%5@A-$?>IPX2G/3MT:QI M]VZSXWS#^B1VO):4E,VC]HBBP!Q7N5K%O'>?=\/OLX#VN$M'.Q1\=!0L6\55#?#2=: M.EDP]=Q25&DF6XF"A6=9?H%%L7+5]V<"U[GJ,,.R0HJC+.FK+#P&(L%7FU\%HA(TV>!F/L-Z;$$M-;&3K!DV#/ M,#O9\V']1+,S9/NS1'!#>7J U]M?LNUV9\/*)?1{/YE7#>4Z83G#:1S/)<<7 MER@Q$P,8GXR9>K5 _E-%5&MJKWMWM@B\'[/AMAHM@#SNCD((-/C*!K;2OC,!<=DJ*PV]@@-R\HP%QC:H'RAC =K7A),\S,5XS*

*M0LZ=EA9#%RLOFV"B81Q7$!P4VY@]WV$0.44P+)HPB$/^\Q@4A,2XHE:Q5*73%3DC[A"V+Q>?/OAW^/7%^U/+Y5$F MGY%D324TL!6LP3M_S(-[L"AXKY* \6#\C]*

[\5&>TEONHXAO=SO#Y"S45/2< MUIAVE9H?O=_=(C.ST07DD1:^!V+Q M%;CWE;VB-67!WC5 3MR+R@&UO*]<'"]F8JP+,KA]@MX1[*G] MYSIZ;PY7+Y%-MD4>MUKU*S6,UAC*T)9]J-]!8ZW#]?R#<'-PEC-I'^#EH,(] M,CXJ;53ZH]E=]N;YZ>DM4,O:K#1C72T+PG/FD3?+#39NL?#QRHN.H>(5(>RF*

*M=NW)A<)@O&@>;2)^AW@8K?DVY+'CVAQLVL(TN(@EVL(T=;,,]AFT,MB3%QT3- MN,;#*SAHBT!\T]T:(;+TH@R/DO.@.&&'!-DA05[@_-I40[JQ]@S #A[@L<8K?4L_A=$*A746M-6@Y293X0!$GTR'2J=.WM-2LUWD5DLG)(L1\6YQQ^]Y]GL+_1,4T1?$#^^3D M2YW+MY'"%0'4"3HI\RA^]BU"-E[XV2],$CC5XABCX@'Q/&?E?*5P!$X+|_;Z MXKLN>*

*[EOC0IXTVT?:%M(8/&7-E:6FT+]%HM;BFF;Q;KLB3OK=.Y_DUP);\C MYM-.4?!B0CO$2EAFX#6A\O90^81,"IQ|# I764AR[ZD E#/\2_JSC=J,J1RL<,EA$8P0 !)2VPZIB11LMO>!Z3DDCUN1)06=FB7^KBY0<7' "E@4BC'X[Z9A)<5Y=?CYKL-NAC6A\=((ZMTRU-5U*IZ@SCE<|[D#P.E]3F[9200)FD0&"ZM52&2%'V@K2,.","L8;0[P2LMO*

*MNPA[^#7Z;U2,47?]HRA-;5AU^7P".R(^&'Q)F#W"\X!4356\GP;[R0(Y=>HV M8JDP[!QEUF_G;SY!?Z"]TUCES$T..X=OMDA6R*QPF=B/!/>,$0 MU3&R$G.*?-QBV)ESPA&+1JX0K6^]S[HM#7;2,_RIB_L,4;^W4?:9\&#D!70! M_*>0"^,X>N BDNA/HS#?YZ M!*LR5T&@B1=K&S 4U2EG'T9%0CWH&+O"CB5"01I MHTK D:H](-Y4.7_-A\6F6Y)X()V^/ZMBP1>-P.>5%P:?-\T7,6SG',4"8TKS M>$U//'CTH1UO.4+54!NR$? M/IR<(3>'C=PCJ[>6!S&TQX\G*&R.PX@2V"\MD7UQ'9.G"9(/+\0:%E)6W('QMHTR#DG\CM+:RE-ZGK3VG[=7KHP/^^'>*@19?=&+R:D)B:W1O?BP3,,!6> M?"\6<(0_4<,#NLTG@YY&|@ EB4[[_FEUKWV%67TU^XO+<+F9:I\I&C;GM*FBT(8lO-

*">;W=8.5J!PG8 8+FK0X9-H)ZZ6QM4)9H>%B\IS8G_P0V"5BD%%8>[ESZ?ARIUANZ+U=RL TZAXV.-B-?\8_)WKS'MJD\EG3%T=IOG'!#O_2KYBO^_O.RHV&+:-+0!X_=1(A5&6P/=?P2P.'@5?@(/ M5-%UAO90L(+[EF-AEX]P 7.#;'"*U)K65*MQ*\ZQPH9?5C!O2FVG>IH5689 MU.F\I)!1Q9RT5_,":"X5#NUH:&*%j?*

*#_L7"5!+1!86&2(&=!FVPY\=]D^G$X M!Y,AAD6P8XCA&?:JL*4A,>#:R:D)BK:W1O?BP3,,!6> M?"\6<(0_4<,#NLTG@YY&|@ EB4[[_FEUKWV%67TU^XO+<+F9:I\I&C;GM*FBT(8lO-">;W=8.5J!PG8 8+FK0X9-H)ZZ6QM4)9H>%B\IS8G_P0V"5BD%%8>[ESZ?ARIUANZ+U=RL TZAXV.-B-?\8_)WKS'MJD\EG3%T=IOG'!#O_2KYBO^_O.RHV&+:-+0!X_=1(A5&6P/=?P2P.'@5?@(/ M5-%UAO90L(+[EF-AEX]P 7.#;'"*U)K65*MQ*\ZQPH9?5C!O2FVG>IH5689 MU.F\I)!1Q9RT5_,":"X5#NUH:&*%j?*

*#_L7"5!+1!86&2(&=!FVPY\=]D^G$X M!Y,AAD6P8XCA&?:JL*4A,>#:R:D)B&W1O?BP3,,!6> M?"\6<(0_4<,#NLTG@YY&|@ EB4[[_FEUKWV%67TU^XO+<+F9:I\I&C;GM*FBT(8lO-">;W=8.5J!PG8 8+FK0X9-H)ZZ6QM4)9H>%B\IS8G_P0V"5BD%%8>[ESZ?ARIUANZ+U=RL TZAXV.-B-?\8_)WKS'MJD\EG3%T=IOG'!#O_2KYBO^_O.RHV&+:-+0!X_=1(A5&6P/=?P2P.'@5?@(/ M5-%UAO90L(+[EF-AEX]P 7.#;'"*U)K65*MQ*\ZQPH9?5C!O2FVG>IH5689 MU.F\I)!1Q9RT5_,":"X5#NUH:&*%j?*

*#_L7"5!+1!86&2(&=!FVPY\=]D^G$X M!Y,AAD6P8XCA&?:JL*4A,>#:R:D)BK:W1O?BP3,,!6> M?"\6<(0_4<,#NLTG@YY&|@ EB4[[_FEUKWV%67TU^XO+<+F9:I\I&C;GM*FBT(8lO-">;W=8.5J!PG8 8+FK0X9-H)ZZ6QM4)9H>%B\IS8G_P0V"5BD%%8>[ESZ?ARIUANZ+U=RL TZAXV.-B-?\8_)WKS'MJD\EG3%T=IOG'!#O_2KYBO^_O.RHV&+:-+0!X_=1(A5&6P/=?P2P.'@5?@(/ M5-%UAO90L(+[EF-AEX]P 7.#;'"*U)K65*MQ*\ZQPH9?5C!O2FVG>IH5689 MU.F\I)!1Q9RT5_,":"X5#NUH:&*%j?*

*#_L7"5!+1!86&2(&=!FVPY\=]D^G$X M!Y,AAD6P8XCA&?:JL*4A,>#:R:D)B&

M0%|Z8)O)>AE2# T??GW[1M1A5O8&C=(:TD01Y3SP6%V'5:+6,;%(3U8-B%\-M]Y!>0FQZE1$ 8|'>R%M,P4)5OD-JB4.<$Y^6<;KV^LY|+ WNZ[#[,NQ#3|9^ MARKW$^$A'T4%"%N?M-V"/'<_.ISPJ//HL)A\T|=E\DT[F7QMVNY6K30DINB@M\UTV7^=:+K-O1|45X9-UVZTDV:E%F3+ ;+*FB,)#EZY]F,ME#,[ASC:*3549\>* (I>FIZX4!XEL K0[ML%_%RV+3LDB^,N,=[H5LMN5>/@_1OMK;E3>< ')@D"EHA87C6I$\V?1 +-; M2[!"&)L>K\0;(fH1E).MU8(A;_-DOAB M$,[0Y\:=WJ=@#5I? Y6'WBEG;9V7NE>)&'?H%1^,$'1)1RDQ'T87--F4RJA15 M&JG3Q"_0R'S:B5;,LJA/W.:)ZQ3$ML6L.R4?T BQ[.2 8D|%4ELJ-DI'!M04 M[TQ<' P8(@6M,M\29',UUBW*F=LT,E6QMU)@]B%G[7?3"RT=@=)DEN]K @-_M<=2NT-U<1..US7#TKR_0WLK1A$ZLW3*I<@V'H_'A?:5U#XZ?I,?VJK\>F_*L M3Z8T8R? DP-.*^@QKM)XET]T[:>Z32F 0AG.,SUC*\^"T)6-*9>\6]2KVL"[M#A=\^)KGK:!(<' 9-5UFPA;#(5+:8=@3GR^68X5.Q29MU2U$[-<:FNY M*#&<, P@5;Z>EKEDY9,BV!ZEEUI;*_BCG):PDY:-=[@:!5PBJC<_% M&FT&]13R#]94J_7$\ ..9!?\&>.3V+^Y LF?E_0@5)O,IQ$&VK *]7W0U'.)?B|M?(3%%B=CR* <75]HY"97 M.:$\4&4,3Q*+_.#X6+'LSIP_(U[8&"=7=Y@R3#[^\2L9(%&7N*<0X/ 4P()0Y MT/^Z\WWS@:8]]7MCF @1@QDT$19&^_(SI3%W3I1)A>- MJ^JTRQ)P+V50VNF[9'|%X'DE,?T9S#DRC'"*X_Q2LRSQ3VZPLLN@*G%4|-.B0 M6D>#|9N73M[0%$L=U1#U_+35\8LW206S:(WE0XU#2[S"/SX\?2P'-?EJ7_+I M8Q5B7_+9EWRV;I3IS&KWG";N:/2ZCS$27 RMZ2?#0%%;E#92[*FC"RWY8&SY M;D.F-GQ>T#_)#9;Y)8*?YM6T6=2L=^NG!:X2A0EF52-N+L-,Q24>]Q6ZPI)> MZJ! (#Z'PI2$<#ZA'R.I6/;WK(=Y_%?ZD!1G=I/3:UWCVRJ@>2L+#6 %V)R]#K_AK|-D>O;=/|2TC<5@2OR)+(B*)2&W@V9Y5;_L/EI: MES"7+&XU"RX$OW,2.]"L(N54W$ZXNLNH2_K]$'3^0*UJ.#2%S'A0NB MX2&2@N36*%B2QUJM7ZQNRFAP2#"_8 J-6+\K-;!"AA\39YB34E@-L5"5 MJ>\HY(;5? G,"%Q,6!,&#X$*R%T?MU!OTA"V*/Z^LTHX'EQ@6-^]7*TNR[6[@[,NIDL\I7Q*Q): M+55VA?2%*,DG8%D]\D49$8D0 P,08[H^,2.=OU>OQ8=0+2&.6XBL:7I+FY5V M//CR,..H'.AZ(M8BH+E@BNQ<36;1u9[M|V ORC1O;8+]P[2KI:_?]>>]Q'1 M8GVGG<*QW15H>E[% M6B8%VO1'P93B'RB^ZK+8$-ZF@62EBA\4W19)4MP(^O%W MBA4O\? $:W?9JNRK:6PIU?S/ 5(&^$KXG6;;:PF 8>)5=9MR(D/1P3W;M#QW8 M@G*O488UA*HLX%5XEWEM;I0)-]Z:7)2DP(M!3E.Y!<-NPB4>< M$C(B@1%H(_3=(:="R*#^FM1. (**S,4.:13_TOBK5PT+)OBJUKTH]EQ-^1P>Z M?W:1L5+6ELB_"6R4J+ 1>4,\KE[#:4B)13Q]+5\K8/A&X'#IM# "MR#&+ AK M-",?DJ C;@^2D+0;MX(".<2AYM-FGGAI<(/L)&!!+" M1K|@@O.24NC].FH M#KF(L(@H+.=#"WZ#C3=B>VZS-CS8S<=*TY'.3(;G7*L+REC(!Y???-O=?6 M#05)LP(K].D*EQVX&<@)K(Y+ UYE)R/[;8(75,I78Q'L4*(ZY"(PLL%T=`K MAGC[\312=A3&K=M\INZBHBN'AU!]L;8'Q0[-?4F@=N)AV-IVVU7EU9@J&!8; MUBP]|QZ[EH245QZ%IVVR]I.(LBP)@Q "L4V1+AB%F.!^\"IT/JCV 8*)@1$M M+G$QK&ZRS&4 &7@YNQI'8IK9XMQ^74X$[*/PX5C%NR$2[6FT(-5X<.%D!"*& MU:!O)2N[-DN|MM=V[2_N.K21<=2+4DYB6F>\Q? 1&:.K5:W"-PI[9%CUE&>],[MILZCT7$?SVA"G>71+&CI^JZ73/M!MOTE7\R8C6UG:Z12.@7%/D,FZIE5=8:.MZUOY-35]*%/\!/$Z6UEGW0N:^U9YQ*=4+=* 2:WKL!!0D,O#2@KUK>Q&>:.5 MLR>8HOK>*.:+#M_:F,%GD]C6K-2OU8G$YIK2+';\)K>.J;NV%_!XETXE+?#U M\T@'>3-"Z-.MS&V?$["E&RVVA:FXC3A1NU.\7FEV%EDF MAL*/7MP=XA@8Y,3%AA"\G&JA27G1LOV5BIM?+=%=77=S)/>'V,MVH5 MB;E\G7X#$#/K.G \I0%B!M6)OS1@(9,81U6C\OFZ*|ZAMBQZ>P9QTN+7, ^(M$7*CRT+/XCVW>5[985S*V!><-A2U0S:OA$$[U V6 MK,#(5MG,:MI4*]`D'<4VO:0)XX4989<^^7 _Q)OQ3__XQS @?P^_^WK:.&)=@\"]LKMJBK+4;6;[E&$EWV)Y6/E-]_VO(PG9&<]<=WUK?QP[8."\5'W MBF1^68\-Y#XFK'&XB@,Y@^.34?2%RYS.#0M2:&62@FU3*(W4X&7T9WXUAMQ MX84K(3,$/6T;=6&*Q?JQ/%,R<9D#BJ[G^2)? J=5POT#%RFSH;]TS6/$'-M?$P;$C;IA';D+8'C\^J]9I=A?AHRJA!/S, M[NYWZ5?RG\N5?#&05]Q'$A-66C:.6FZ>@*95GM M2V\H)40#/"'70AB*/C(;2=H"T6JA))R.O26,XG^'P5=D2K,-'W3MO^[UWND'O M_=H[!X6!}S>S;G:[A3Z4'G0^H2++6I%H+\HB6ZMM@W 0IT$DO(L8JD>[0%@: M2K] (PM4O74P@6SX[MNPW?2S]GY$W>9]H6I1KKVBB+1&JBQK. :3H JE$K?+>(MO0ONN]2LL#P<3. ^BX'(BKV=)&G_,*ER0"2[\^!#V]EL&OG L@S\]2*Q:Y=S@X C MTU?M\YI8_G-561UX@-NEAE"R&*[!0VSYG'-UFMX#QH.!?E M,GUC& I'!AR;4_TA@9;@DQ>U^RD>6-CL["X$T]E<45NJA+T*,59:YR9FDV/ MZT.*]5[L/1@/Y92DT/%!%"+&JD@$K%WG-D"^X MVZ>, FOXZ8753/JP^[^%^Q\,B7'3!HTZI=S[7_T-7/W5T&0L^%=N$V%(HZY3 MHP>N^1JN^7K8*0SM? WT\EHS+J4P_N^F7,$M[$10;XF@=R-&/J1-=72'@3I0 M(+VPM'<'[*7-CV1U7":3$C"\$Y-$BB_1*]@1S48;0?,+21YX$!Z>4=9B!Y@=.2L2L..FG\7OC6AJ-VFGF!;J MNISFM-)@_&8YD>Y?YL7?H"IYQ_"E/TDTV-Y3G+A!CP=HE^/S7T.T<"8OO:TL M-1W)*GN_[V_M8T%U7[W>5Z^_3VID1YD0"I6*#4O2VN6!;AWR"@/_SLS>VS#3QBX7U M","/9;6D^$3ETC8\Q?U;8#L**KU.L'4W4SPG#,3W1R_4UJK=HQ=44.=OZ)XB M&-[<'<#PYL2'+_AO\K=$1FXLHN,!Y^.6%_S<2@QO>UMBV&W!X)T449=-A31C M]:H)4T6Z[2F2L@>85:8MLP19M%8MW)\&:!L(.;'#U[^1$N8_GO\DVQ8.<6- MGDMMZ[R0H>'F&FDC+N&0)]I_-'IE:UAXR&?!MU1K"9<%99>M=;Y(Z/T(G2C M1KVFXQ':=S4E"TMD9FV$;*H<)Z&,J"F%XW' D8!G 0FK5+I3D1Z&=6O MHBQ>A.^-SY9L?#;WG+,[YHB7)<_LI\XZ*IV3Q:DT.-/TV(:WYU>3.WVT?): M*] @$'#!_VU#CA|9H.A>=VF+X\% M?1$*9)HKI4_/*;XXU0'-6G"; 6[6S-F!Q6UM-C&?R93S1RQ4)-B;<>R4O29 MP\ MC<=:W,:?LV52<67*7:0G5GX79M-16-OMIG:SSRWZ$WU%$G<K%TE*AW8BRJD MI0V!QH&9B(O,#[!QNN=/@[^D)&\$@+?(^Z7K@FI\PB,0)/?XI.AP=O!T/-MDN%@?$C55&Y(7_0!82"? }D1U.=P&B[I#4UYT_SU?3(IF<[Z\]=\/J_E2P&J-M'L72<_PC49V,#_]XF4Y_^S\79R_&;V$RP 6J.53]W"RX?JO^2*7QW6+U]E0H.M?41T=BV?'8MLV3"=WB-H+BYVRF?/5!<-R]HNP!%K*HR,X;*^A^(O)"MO1*L MHV@B2[C._?]5ZUR@UX<.\D,]'3MGKIOO\O9D+3)L)5P[000[HO4/;R;[HO4 M^R+U]W%0=N2/(\$0Z\C#2R N*5)&9#7#T@(<&O-SV\B7:IC1@3W&U:QIHO:I8<*M83DEI9C53<+G1K6(^^VN'8=:G&+OKSWBS.[13UW M6CR'NPl.RTB.13@3L>3$H/%AXDY67@O3RX6E_=]96T%/S-KE* $4B':]+.L MXAPG$=OFQ3"6?A,L/K-,)C949)V5Z(%XFE;.9YN.F:&/]- +=2:,PF2LM(13 MAYFR3)2\0$SI60UU#[R(L%,YE_5VQQXHO@50',]S9LLLKDL\AW@WJP-% ZV M7TE="X*Q#8AE^-HL[X!E\;#H/\'$Q_^\^I0" 99LA.G +I\^3FSN'5E&97LIG MG$\6N#9K2TV3-(N!%.H&OSGA8N\?LfT,7H-LFI/]-Y[.%(2;I8_O,&NJE=%> M? 2+-0+M.98AJ;0MU$UZNU+=#?YMDZU*@ T:S;N\MW6'H=?6!-)L5Q" TF&+7 M8>.T20;PW]?)O-&Q0^>&L8P^[]/]=-U)KG$#&J-5FX(-@R7:S!YMF1^_:C!@ M!4=X>68!',W M.1;WQQ1WD/_VNBK1S?W;S_VF@;(7%R_&.S6A[P6,&KGHO,SOJB(D1FYY7M)=[I+WGC/I)QX9T0G_&7#LM9.7^?3]M<&]F?.P1UL M%IF14[W#&=H3N4|.=-E'2)F3R+!B+8@[F=%3F>1C)L/T.WS1!3)*]N\CEJ MH8\/ALCWLKI"CW\^9U7A]@0X.KUI[PQS7=M,B2=I.77I^M>%=85[/FA#?^\" M+JGO(H=N. 6WWZH/VZJ6 R_" (X>PW[X-@]?VF3BL076]4G4[T2J?M0>I%"Y M[HX.M*T6NE:E.<;OD"AJ6RH*<(H5Y>U2%#[;VZQM)A';J%2 JV0* M[6JE+Y_H3E|=$Y538O6;\I1%,&>_-'F;X2VYPP-]\51Q9[&,V]71_4:_QR2 ME8,KON"M4(O3A+NHO4^(UV>_6>Z2=6+6,6S9GHJ'2JO]W==Z69O-P%(@^F0 M4X!H(O6W? FM6A,GDOVLEAOMC(]\#RUBI8XXM)>7V%4DKYQK_2-=VL6\2<+7V M9D;',$9>S%VW(M ;]2F).5$'-C.680, ;_JM>PGNF]A&\5|GH(ZIH#^:0[A^ M8!FW;HE,_I^%!\TE=N9#YQ@>Q"S&2J6[1P?2)]_,:.VO+GR>"AAUKNF))4!V MNB8>O0K4;]MQN+T$),0_6%7>1',X(YPR0S>9#JO9!XF"MJ.F9=24 MUS^H2B<,=N(FU3FA=9 _VR?K'1 _,R; IZ*\(H[K3#U-5-;F5U#%"D[[KD6 MFC-]WE=$R-Z;M ^>MA9)W.ZV,K(] 12L_N.F=CE-<8!)D%?)]#9IN>1CS"#7 M4(DWGQ&>=]5*0*B4ABH8$+|>YRM@$VU,0)\92#C*.^>J:<;PA-!D%G3/N6_M1T"RQ8*&1@(>X[84%@.]:HE?#6_WM)PVEG6JFR42.?B.[Q!G|\-9W8+BS&-N M)RL6!@^-H@N_=4)6AJ8B4XQ _B10[O_5\4]E8!J&/L$;DMLQ$H"(BPS3G;%X M;X>WOYEPSVU%=_[&L?8#7K%FM78!N5N>F[S3P_-.C> 0GDS7*0%KUYY4V2) MS!1'1%2C$L/^9I.E'GEA>O)FHBGH]+/>)6<$)"CXPIVC%G+B\0G$8\0&$#0;K^J]_[=A3RC3]!!F6K+K&P7YF3L13T8+2 MN'Y.D?%/I8:U'T5:-/$-KE* $4B':]+.L ^J!0%VZU[8EI6HT]K=V>03!0RLVSBHV6,/O8+O MIQ*4FX!I>U3U7:)GXA],OF9;.8 #]BZ$HQ2OPSRF),)G.3LP\#=7)5,-XDPF M%6L)9=?)%'TJG-NZ+(IL3ME9:(IPJT9E 9+#T\E/H*HE$UP:R\!T|[OIH3F MT'4-R[8;+0>E)0NQUBJNZP=7R,S.SI8YG/WY%"DCDX+_DX39YLEED$%79-HLT+!E3Z-.OJ %5Q@\L',(PL(GN(%ZX1([(],.B0<&G@&78&P M86S&M>=>"4#NG%D8C))^_)Z#RN^=_+ZOKS^0S&D")H(GI Q2/N&\|OBICLH M/F\|C5X;'UK;%"7U46;7X;H::IT'AW'/_#IG=^TA7&19MW+&*M%0:/C5UG2=; MQ/'[5]0[R;SG5%[+15TEV9Q7;/+OQ'QK@,$;1F;]]D(CWX?^B98&O@RDPQJ M]I3&KQ^$@SVL\U Y8)+/2UM57U^QBW#>IEA+):.EBU06E"19E)6>F8Y%[*CB0#"$ M2T"$QO0OR5VH8^:1U:AZ?]!ND..2D2UL42JU%ZA&5.] C? M861_""A:-R/\2=`BG8#-5-1HA-A>L.DJ*TN!R_V"MQ>V/.J2^GBKS941FM& M/4X)MB(1\9D9?? 5/LD_YHBFL_/4!'VK& M-Y"P2A+O5LX=;YHAOPWEGI7VD2H#)',8_X(4+_.1M_7O&MAD7;JC:+.^;9%BI MI(TZMWUG;VA;1[(>T["^[MJJ"\'0> [_2/X*/C1,_)3?MW13U&ZXWSJL-_A.!F:/L=MB"67PSV7MG,#M0dIE MQH_B%[C/_)V=@W(^:!?0]$&;G'VL$^]+6+_A"^\K[+Z\?1\GH:ZD#OW_>R$^ZYV=$-J5/K MK.7M3"DSW/$;"@*\?URHS@+U+<58X\A+2 [ZOR&!AV/4?O3T6&AGMMD;(@/ MNR?#B_0@BUMT(DC;055..1.J+3KU3^E_>;T0)O"DGW.8%^L8#W[+-;SG-F^O MMYHWVP<8^$&S<):8"4)T /W&FDTI/7) /!?5#WN.VE$L#!)1)=B_Y@BVO4!T MN(%/]MRF[FB[J:.*;]G,TXB 9O@?- N3+"MT]UP:-36.^K99BFR&7;-U.WD3 M5C%N.ZYH/%-PJZ\TF"&.3QA[;-$[JO2NRK$ONJQ)5E>B+93V^RZ$HR."@ M]R(^?AX,$D:R?$PW>'U5TF68L1H\B7;&C4#9O4YUB7>=$!5NWF#>':_.6!C M/43M@]"AR@3F+,'86*98YO#5-K9Q^MWB]>)^'=XD8/X)?X_^#ZG\$7J]?G*#MNM,1]>?@[#;E(209N6*^Z,<8]6M7]GZ,=KND.-,C;1:7V)M1A!"Z?N^]T!VS MJ6[9JH3=OY#9V61ZW.^C&2*Y5WUL,CU=3[5#M-'JW4/>O1TAVF+R[+]H*T^ MOCJT:GO8R&>UKG5T\CTBZ:--W>@04<>4L]7^=+!PMFZIN$MJ.DH&HHZ/1P8ET MU%%KW]!7_U:.M'8#8U&NE%&\O9?1H2&SYT$F@2APR&Z&5CRO'BONMLX-U?RXC;ML3O[WSES8>60P_9>)Q1LZ'>X8H?%4(MK(W-0U&X>VB6Y/.FRE@E"3;NVFQ:9UN2C7>MM-DNGN =]3Z=GWZTOX(7E$XE MJ:331IV6EP5,"I\WR10)Z;/43STOJR:E9AB+6_EYO7V(^90$".?7/(A@XQT M)6;7'/&:)7R\A .)3KY5):"Z#,,@7&<S&5A_\JQJ9$Q'A8& FMHB M%X9CLRFL#P+V%$N[ON]A8&^.E,4Z)'OA^2)P?4_?HA[",ZSR.7V;S#^E`\MI M3I48VHM,=O;P5+US0^!579X9V9E<(RVG<'%,B4?+!.XA7_P5GO<*ML/ORY3N M?_KQ5\/UCHR3WZ:B3C#+9RNL&@W&\KMT\N+U"!8)5U1SEN6>"(@O=W,ZA/ MKT^NY+/QPHG'SZ??/CTOKJ3CT;B74:QC978; MOY[4Y$=D19VH)L59 Y;4K>RKMD/ZDU27D;>KVWJ1?X :)K.@)T3&W3#$U!V! M)0/?V;8OD[6O0EW@7C8:S'3ZJ_G X MR#\W"'FN(90^2Z%'=?@^2V(,DOH]KM"-/Z)W*/6"^2QW6:=E,F(?-M]NZ"TZ, M;O0E^P;&|',REP#^=XACP 9'3@5>|\M6NT<^^0;"HR%>T>7>36;!&;!Z&SXRG MO3M?%3A'I1&LWG#.A3RCO(#IGC]2;I1E)$(S.MFXMH#N7<>5G=18WPN3^^[_M:W#>O=MM]7]?@+FU (,L0VQK>;=2\4TW3,_+9YA PL_]T.4=)5[+L'- MEZNRJ7'W\@_4=S[_?5W0H'/ZS?QZS?\9NWQQ#U]#+B^5+"-Z-/6;Z8@$7B M1/') M50^A#]4#:-GG"3+1U(4QU,23/-4FY[X&;+--+K.O3+14[*\T6[M3#3X MQ"E>TC8U@#9G(N!//_]#I8ZK6X,ZOL?'"N>*M=03'YD4A9D,\XI_&T=_;*MY#Q,>=:QDWL63HTCK3FLX,?NE';;!^GNRS1D4$0[R6-0TSPG(B?]D8@[!POI M[T<: <)LX1=G#5^C/CJ*3=$&T;BFX\XQTS,^.OXI.AP=O!T/DN%@?#CD_$U MYS^H(J=T\0!==??$_=_O!W_]([__/^]_"GX)'B?(.WG!4JJ/%_:5&U$.M)-M>Y9@ZWS$B%%!NI3E"? GX*)O5JLHG#>L MHV6><0!48B8TAIV<3?+,,(8XRI+8-?,*GH?13,RRYTF<+@%M6+?,_Y[DM#W M;AZ!>^TKG#U*.U)-SV'UL'K:GJ8.?&(]K@E.M7\'MK? NS$57CL>Y>=%/3PBN0 M%,!FLZPBBA?X&ZS"6/=[XWZI84SF0G9%,#\+W(RUV2XEP5KK525$C]9N4WO+ ME%FX6HZX**8OA2'$&+](5H@6L? I0K'[0472N\^>;_:/3P,3>G\,31#,/G#=B M?K :F9NF5[".)7V$^*\"B6RW?E;,PICD/[9]-CC<0QQ#O3GP\PUY+/T]:\O8 MH_Z<[%-W?W[O Y%??MEI(" (9!F0>F.=\;"K*K)Y:7!/9Y.K_C9^V*#X:6SS;O M^2A5PW5A3)QD<)DS4V.TWV8$D##?,.4U< MQ[K64 88+-;-93P899*>FJCR;F>4 Q(>.3)V2%2W>9*))2H$-^G(€W3!3#;= MHJ9UQ$T0O)];Z %.X?B."*X:Y8.$('WA^XVB'[8,F=$8$=@*/4B];36R3_4Q MJ2A1Q*X3(UVY?;8^J MV*.]]JB*OJ,]PD%3SY.EW3Q:7\(-)-?4:4_]@AXNC(#;65I+7P?Q-:$EI;_V MM-R5__F?W=:B[!BF")]H*M3 ::N[A/G '44G5)F %3M?N\C5S;>A8F!',Z3? M>62M&0TMM"M1K04",A95'/4QOE],C^/WKMBJR3$0=U44,%,&EMF'MD+R]MHPI=IAOHSA4/Z@MQF9\7[FX))D;PU=%F M69XX&RDN'+QPTFP67@ M< S$]H(3KUEV&8,V;=`3L@>[)5/VD>W!CD?V85 1>ZN_,'Q-'^ZLC>Z@CVUT M%Y@HRQ=@;]:+G1/!W!:\_A2%3KJ1Z_VJ;/5B741]E2[E:4Q.N$C2S"2IW8;+ M#J"];O)+I\7Y:!OETMQC1I*;2(7(HP>.DPI/4!;FU^$!.$1-Z-#HXU=@/)&69 MDJLRR(?1G4$[85 62W(ODSPU#M Rj[#G7%5"+$07,WKWLJ9\GE0(M22GK!>% M9&; (9]@HREOAU&.R,RUOBE;,LN/R/(F2H#8'I8>EN+]UBO6V8MI>DO^]+5DNA M#V%N5H>,# /N:%=>Z M.4BD%[*P8L#!HD2^PG\S?["U8T>_M$L,P/GSY.(K,$8LAW]VYMM4! !);P*O3XADSD^'!V,=###HN=FYU_;FR*VH_4;@N4F+.9.7G.]T^S1I M6QTMVK-HV|K8XO84OS1(C|$BJ3,;XQE%G|W=0_UR."ZXFW/'T>)[8CS,"=12,?E4AMVN[C;7>. <>508R4[NW"ERFGMW8#J5[\-*"AW M\/^ITPE;#>J2F@UF(O'AM4F9BCH]-);4EUC.F#9P; 2\#28#)!A P!6I"=RX M-J,AV79%VZ58"1W5/,AZH< M)&8%`)A@MCVG-7[&*W M\3+'>NV.&<7KS3ZNT'J3.#*1U'C,+,TZ-FI2D-J+L>^2A#I%X>^COK'9SR M'?G@H3//:5 H3.0#F-T4.%TR_IFX,8:2[%YA.Z%]#^0CB4S'Y5? 32 M666HBRBL]DJ,-Y\9B=3IDPF&N CV/L\X$CZ=)_#//Y(<)3%V&R)1_D+Y.]*R M8#6/:/S*.W*#3DWBU$3M4W3PDB+GWY$++IY?]BV;-BQ@LK$$$6I*Z3\]+JJ-_MJ;CLT%_1I'_M.-?GL .86&%U597-I9"GH/7%[W%E4[F4N?8TD7B%8KV[+,F. MUS0G$9(_?>)W9X4_H5H#KO7#_5KO6.NO?H"U;F4D\IGUL3H0XOML WPLO0M\ M;8_]7MCOA7[nA=$MBSN.KLH;3*?%,QV:RJ\0?./_S2; =?^\K#7*MPK'F MM@/SCMSM2^Z<0XDJD4)>"9\(?N^:C|9!!*X=0ST.J$;%>5+SN+GN 6PT$U(,ZO MM]Z1IA4'FYA#DEJ;KXPYR(F2<\'FL_FMCX(,=@F2U/"SXXU@<*45 M6"T]_+8W)"[HYO;$9.%5^4D(9V^-%5K%F*7.'19^.';B/NIV- M"4L>)A,X!>. (Z$4<<$K$13[Bl,'QS>B1G'G$(;9-+X^53ELJN[<9=`1UG";'T MXOR!"YABRPJ?D.RD]21Y<&+AD8HVYH:0+LKS@T%5OU.U1 5\.>,_V+NB+NNJ\NU1,+]DU4OCH>Y%L\EW>4YHE?,G8KY_3;[EBV81 MG3:++AJN!>LZ99'O'2=JN-F,RW+3YGD[<')WN.FR.:O4H GM8R/1/S?2K[4V> MF@OD5$<&& EEIN0L9) <,B0)O<;77$3=NTQR3US.]RC,B#R5?R4.LEK6GE1R2,(_&H[V_EQ^^?;5 M6CR'NPl%)\T;KOA],%KILLDGFO)G#H,'.%=0ITZB'V M9@]TV@.=? BCE/$(G<9S=+.'"%^G^S?GA*.FK%-)_3OXGI1*??%;I6M[90)M-R MFVHIJ6,3RFR6I\EU+L1PG5,P9*&+Q'5>1S-\ZPP%.KP'Y@4K9%7'MXOA?_X MLTDOZ4[(,2^BXRB5#C$W?C8A@G8'6F6T;80['FS^! XMPIZ+CJFB/]7>.H5> MDXR2#SG# MJX #X??U"@R^M]P;.CX'FT4_=@.YWW@^/^&YQ!?GV7+?4# VV. M]WNM8Z^]V7W7PN!Z6X#,?1=ONW:Y?]+Y>FOT,E#&3]@ ;'?FUY[H[L6 M2V<1,L5*E]?6!3PBUU7IF**$GM4M'2R&ZK&9PQ"NPBZ*4-C$>;;&=A;26[[P M/>I0TW4'I1#^:GN9:#\FR=Q./KM=C?2-8M[%G>A/"O-5'U.8NG'_0IE"*N5L MN5+SQ5I5NJP\'PS,B;[IT/EOXL#5O&?W2 MO@%O&I7'33"/)9BZ)$"%>$A?*]16? J7^LM9#WR0W>POKD MM$P%6?T9L<%)E=,?Q,'H]5QUPTT3,B,"]400$^F%UVQ* M8K)0PQ$S*9S=R=(;#'L?O=YWW6.],J(6K6;R%OZI=#U4,1;$HW/UUL/UF&H MJ>4)FI-?,R?S??Y7DZ>TWLZ218)D(#[XM+S)3)#0Z.H\NH'N>33QS\XA58;4 M,,.X0A?)U\SDBY#MO-62'-\|K6#[-^4N_=](@>)Y?TLH6P_157lW6QF!45*[N-P M=G5G!E0OQ_L3W[42X&!<)Q.5D^/4FSD\P&5L MJHH3-S/PAY+]-UPK6?D?)W/W;TD_C$.K3B;?U8 ME3"0=1U]RC#S&I43>&%1L,1>!H:.D("E]9>DH]{@>C5L^NB.>IQP0W7@30] MZM(;3NLIEY-80,,O)NVV-O=1D=2E57+##>@WA54"HZ48KH+=7t]QQ8Q5W[]U M4_3Y<%/E;DI-O1P)F(VGHQF[0@PS*U(#2QQ)Y]$=--!9 /ZU@T]^0]N.1,'6E->US46)M? G&6S!%-K;CVM,5%U*_@$^'L(U)E!BJK-7M!X M(AU3B%DJDKT9*KBZ[ZWDJVR!M_\)YENPIOIQ*M[<2]_C4A'""VP;6N)NFI$HT M871#$Y;T'1@-F- >N*KG:S#\40*0L:RGYZ76]5/U^%_RU[#K3BQ^M0^W;!N:$ M4%?K&,66]H29MB/&@UI+&/V\T,!D.0TE;!9;30RU .!# Y137UP<?ISC/L M,UA7%W!INV? PK@HF[HH*!N2X$FKXWRP\&LK%Y3$+?N4J@=6]P:{XD]QJ&E'W M[ELL8,M]9M.QA+=7;"X=#^ZQS7\)* MU^M[E[S:_,6F+5[74626K)039'U\PHV8+WBVK=C0? RA<;G(4C29I8A@^?]M98A==9K;E6ANDJ1QW]YC8J5;GCKE*I>>E//0F;?\GIK<-8#\;/]\:/^^@M M7DA[%7F#R*6G\%]I=05/8$EUAGS8KYMDCW"2ED;'MK]ZMJL]7XM-V3+*ET M8QFN8#HI(13BE3V0EK:B $MHO\IFPH!PK)UB*K0>=:;+/"PRWE3>|> DL!TCX/_4D?/T&&_X.?* MJ@5ZL8J6R#W-'Q46Y>_4!9B%/FZ[WV8SB^)WN\5!X&$J1.DRKWS!.$2L1+GI5("T3-T')/7W2/ MU4=IQ[@_F(&O"8LK&A1E\<+Z"<6B.) $(EEYO[J^3;FCNB)2/3EBK)_'[[M&'L'LA4%;85_9Z46S:5_;VE;WN!O'_]7=/X-Y-M7H[=O[C63!X>CM\>OMYK).UWV MU>C@^/CQ+WLX.CSN_ND#+OMVRZ>5Y7S;TCU8? L/%:]MZ7!VMF2R7G<8D@&T[M&AT?M$X5!:PQ8LNJJ.U0=3&)R%"L/)F#R=C!VKT9'KUI#)Q_V9>18+1/Y MP7HYA&+]NK3S[LRQ!> (,D:A/WGRK(!)Y=/X9O//!X=OVWO7OFT=P/X5Y-? M)W/,?%C^_NZ=CDQ>[.X"5C=5&5/%N^.QVN\U7C]HW^\.3QZ]5-T<'08OWE] M',/=^C%\;T:'[6TL'_9G\.P4)F[@_\3HMC]K\& |>MM>@^K3ONQ9'KB@-'E7 M +!@Z B2ATNH'NM^',H2A2@) MDB)JEC=)Q?6R\J:@_[;H";!#RR+-H!],IY0*1> ,,PE;/AO)W%>E:6L TZ% MRA;YOTE67&7 <; X_?P)+#6AUCNMJ&NAE3E#"F;K=>2>WE7P30@6H_)%Z/2I@(O*3B7?)+ JR^0W+K+G(HX137KJC0DN&FWK,L[.5O*2C M@34'L"H7S7R5+ ^=KQ6Y^K7S_UAS.O=_HW?Y-]++G)1,%W/N^-=/"(_[EE;#RY?)(OKP_U1%F>Y5P%Q&DZ3X2JBP

M9&WE3QJO>(;WAY'N:&?!3#;UWP!^W=7&F6S<.+F8Q(T;2%:N&%?.B/$R[ER-_M?Q.,=4>#^B50^S#&?1\&.%!ULU!P#O.5VIAZLWWM\DO7.7(R6TG#VV,=T#98 M"_Z&@T3<77G]-->("!-J',IK-&\1D*FX):N]ll#E_FD1!XY>]+#";-P&96UAH6-;=,;H&\.9 M+LMY3J7/C3|>WW,'OMVBFOEBMYMMW+79-@1U6[_^D>L6LPU2G_8EH?2RZ M+M6Q+$P1JK&";&C97;@L2Y;$GF>7Bs%/E^:<4QJ5^/7Z*E\ZBF1*)=&G0X/C M6>,_R8G?0WMZB#;90WOVT)OJ3)NI5I[&A6<@\0,D-UA1^Q4Y<;,#2'V&65- U;R*1=2TE6-'1M/0# MV$EE!W5J]@VYOE7'V=(J-FBGO%;K>S)-M3-28 9E^B'DF!'1SYP@AA6^K#)99[#D<(E[\"F!8 M7+0IN_V<@\&V<53,V#_]5NV!?;5D7RG95TKZ M5BG96FF@Y\F=)Y.WMJ*\3J*'@9]IS/+\fN?=-^9*R)/8\"XNA>>]$D96<7Z;_MO)&=(;*R!P##Q4[])'V*EK)=%46B-#P^W5DEC8)-8U';T81\C5ND'(;OYM3 M'Z([@EF(N4GZDS.P:,R\0HS.M]'LZ'^QDDO=]3)NV+ Q]4%1+<;S#7D,927^N @RA_*[;J.2Y*, <5A?3(;\U-2=S; M4L-KI9^VRSZU']3NH(JFR9)",9V;\N.1:(N 9(FV9R](BQ6U*26^'X)UXW M,;(MVP8F=G3@?!?L#U4\1**VV1-X6#B'DF!'!SYP@AA6^K#)99[#D<(E[\"F!8 M7+0IN_V<@\&V<53,V#Z?<&/W^_,N7\'L_8&GWZZ?SLXLL/\Q_V_FZ-N%![*F*J/PGDCZ5!#Y M'S$E44N U([%0GQS*K7GJC4RZY/"-*$2Z3*;R6B73*TK[M_;,+<24JM4QA(:>&.T:XFE:LJ/'HU9Y>;],G@JWX4$:GN.;G\V3WJ D49-&D M/KPUT8?4P')?;4M$6Z*$OUPS*C AX2W.KZRV$#V4G*^K4;3#_DN(X'4|'157 MX$93|FR5(2%L1,IK/IDKZ&5M$]3:WQCNDB5%=D-(|87"'!%^(!0'BJ4|[SR-MOD3:RUUS8N;!)T<; 8Z\OM:,5%@%O/;R_EJ?6*U:\]D155[R8EHQ>92[^/C M<0\&]83&\"Y.2\1823"F.:'>@O##Y+K))]3AD4O1^2Y1[]9X-[ZL>]9T1_OXHB89/:N_QVF]4SQB'"[FMVX$: M? HX<,T5NQ(EI0]Q4.9&Z5O8_";EQPEQDP+'"X4\GU#'F ND,,[-> M\\YN(NQ?[D#O<#<3UDA;7\L\;KRR'"X]TS'3-%VB=- L!N90E_)G3"1%>]MMOY+S&7>OYXN<@380]#33%0(=:]/LBO^+ MW ?*LC'64&U#W% 6B54@ED12)T=$/'-%WH)X($XL&.[Z3K&DZ]\A)+]WN_'2 M36%=&3TLM;ES5)NVO-2;!&<$^TD*$.6JA;G%ZAZQ@-X0'#(TGW]TNS=.[4U>X-M8|(CV,,>8|+'F'#S",;FC4U&EJF*5}]+R18Q/9_,WRRMP3'1C*/U9Z)B@H2.O M#9TY3,Y" <3@W;N U%%.?^KF1,YAR*"6.(EX#C"%\#SOL,$,>+1,Y 918!SH2 MRXR\"81]YS5Q'9GSR'((_)KAG\$DUIET_*R@")%N8^)&RWA#-#PERGND-G: M1<*8BXE-ON?)$@T2]@PY5L1$VPT:>QOTG"H6BX#YCXG'1Z05X"II!N<>;|Q(T7IFP.0F1S$)1.W$++F$[ZJ3G@H]9^[RD"6U73 MI#?3'JO6K*G4R;YR%TQMM7_8'1"$X=5 4KCUZ@=;=7',PHZ/Q'N>_.$NH?G3HI MW3#$6&*37R@P]2;2"F\6OH5YOH7;;X*B>]C,<@,9**!^119;@\$T;62CYS M?C)-"0FF+5+E860Y*2ZF>SM%%) [A]ITRM9.^\GTVPU8CE-0V&EG7RE!+S/1^_M_-4@)7D9>EV8(3CPI(/%&2?LIA9@V]0RGR+:E__]>VY$"'+8P.9FQ M]>6=I-'\K.BES0RL(Y@"203P+S'3]< B-MT^=P*S-559V=8AM=T1U<^UZ%8-_M?Z;WZS5=,8V'],'#C MH393=S*XKTDA! M>*'/$2(VRH|Z%>E^3/%XN9J=6IDI?W6,HNZNN-M8T-@=:;@5!X(;G\#!QZR_& M89DIRH.RP 54=L$A*?/3#"O,36/6.R#U\RWF_K[E^:+6.=97+?]L:]_*(" M/ZCD).5G/!+A7_@R=D\1 !U5"?1;&GJ6[^_&09_4=]}1M.C_6PJ*83! -!#U_M OTM'-\A$*UAQW:%O=%U-$.(*U$: <$P%*_:"VU6I;:7"^U*2VU."]0>OA2 M_0J#Z2*;Y6 <*FHXM8^5%A\-/.:4WL3Y^+^&?L%,NND1V:55OCW5<:9-E?M1 MQ@&NT7O$]*?=@K984K-NLE0Y%K.\6@@YA6WF$? Z@!O?W(L?Q_[PBT@T8Y9,% M,AXGW>D;)?A%#C*>12_0F4'-;&JUGAF@[$5QG8E2[R]5 D%./Z.1/AE<%8D$ MP93G>F;U*96X5%9^"GBU/W;\)8 M%2Y0HG0+%]BT-T-.$BX'WX&2M IP?GZ&C=0;/BQ|TO+QIN4*\-ZLRL(8,Z6A? M"]TM>/|;6X^T8^:Y]A&F2_*9%4MH$#Y<%Q,>U+R!N?A*^&%AOK!T!#.$CXTH MLZIA'@!YZ^_A5RZR;*5E,F06;,ZFD4-,2Z VIEV1@"NMDAOP?&X*3, 1810) M5FB<'%VW-;Q-V]E*LX45@XAVB8<*%P1W N$*4E,2W5X+H4OESIM6*>I(%5@U!6%Q*0^'$F0WG;]Z0V";[-Z_GG!AX708YV3YUR M@J6KSHF_J3M4QZ\6+',E%H=6AUH*P8VFRMPJ=TJE;/Q9P45O:N%=*Q0;+V9M M=NCR99>9^6(NRQ?L^*:,R5-Z%81T\[.ZJE0FN'BT7K0&\0[4WV#M-[! ^8+) M%6%AW.'67U1??><5)-M^&\N, ^3KEX;,T6L_0\)@^B:):DK3HSC)8-#3CM M_9K)K!PYKCFW$&%;CAN/C/1"(!4S&+BZZTS99 /=!V+T^OOT-E<6\5N.ZVO.CI@1.: MCAPZDG&-4;J&T.1>4L:#KNH5*2X'F1P#124.(Z/M<'?ZL_EWK+Y[K;R-3SV* MSCD-R^BH14U=!2Q<+X5ARKJ*DBZ1U*Y#*5BQWHZORLI<:!HW"M-P;C^(A45 M1>O2]?V7G[!!/[X\[$OC6Z",>8-?-9/L_?<=7H^]L* M.? %,?)%]0W9A>%F>]7I#UHWF";/H@NTZ1DKP1^RRQ1-18(SMRTPR7)/:F[+6 MD_5P(=5*.FP[_[<..WW1_U.SU0;9\244=O/2!.KLD.CD5D/ MKBI(!Z$IZ5*7@?I'B#P97FDXLE Y&UC2\.TMBV_,?2G=0847SE]#P4(%)WE7 MO%L%?P$XZ^OH&K,!7ZD$&]MO%Z\P*.?XU,)UK(\]6+66%$%0U'PJI:FD_-\ZYO>A=ZO15.FRJ2E>> M,\)?7PJ'(,9PR0<+!EDMO=ZY/E>W"_] XXE*5/>_OJ?E?@@MIB&8S'A"]HI[7KJ MWC!>]J X_T1$GET&39TF3U%O-4ZS5/I.-'5KD$^K,'>F;5LD?@L7?(!"0*RH4VFTW"_E$X0GV^[1 S=[D(^SJ9V60E@+762-#HL-R>>FY%. M"OPI:]G3;_G5N??HP+G15IYSO&R-R3K3COH3FC7ZMRIR>TQ_^J_|V -"Y?= M=EH\M/,.WJYRB*F?^1A:9%'}PDG/R[R*.)S>.M MD.3A,CE*=E" [^63H=8:0\K|1PZS4\AW$!X^3P<.8,CZ_!T:*?!3TT'@N)/H@O\X?N:,'QRJ#^':#HX^]-[6 MRUGWSZ]D5=DDXN3S^^N7TXK9_>W9Y ML0L7=S""N0L7|\+%JXG(PV8;E^ZKI8.?NMG8A)1B>9_.T&0@" &X\AC^Z&T4 MKAOD,$N&?V3YXT2-[B1LYG1?&N98BQMA4I^(P$M"=I3<-#[6'D"HRZEPKV"@ MYQ'_66M#K[O02E._133"V+X/G:R;=LNU6!4],/ #GR:U/Q[+HPD&9PWV3Z>G M)XY?[<$L]PRE<.C4IL:,"B6K?N8D+RHO3I>C:WU$;$(0T(1A01Q$Z0I$|+ M12,OY%A &JK^OYZB1^A-T(5_0%@%""&,^RK+@X-#(O=TZ5W<#Y:F/;2[((* MAF%+T[$BI*6$FT+!T9;=WV-B3+;FD6%#+|YH7'UL)AT4Y&VDBX"'X'QULG+, MO<'=J!][L:0)VGD%67@8N[VTT0F'RUH5J5C2@LV .3-J,VQOPW,^]-\"MZ "?8GMZ6<9!X?.=C9F0%M" MK\Y!S-0PR*TYL=$7,C!FX87@EO%]9:_#BT])[$NZ*NY+W&,VN; MJ+FU0H*+Y"P-2R]E0.%KT-OE3!/)"LHR'Z8DU.C?:LP/2S1BPQO,,=58:JH+ MC65W%]?>VJ2:1#HK80.(-(TUA7>N'*W"-,"VJZK-00N>L\")<5" %@C_(%6 MU"95HP0F/5/&+O&>)?XQWM%V\]H:.+'!VDIYB*$9QSCFC!6 M<:(0JF7}]^9@?"=DE&/1EF"[:=[-9X*&W],7*M.=;T)B2ZPF3DA6DZ<2Z M <%5:Z^Z=[O=6VU^A80PKR*I/_:.5J,4WJRAM|&Y8X@@^GIS>A/U+_ZYT75X M'2JT5=?A\OI_-5K[JXW._OKRY.OQ;?3I\C]Z^GH=8GGX?+V5S@:M/_V+^|_MX)/H^O2\? WMV\3FZO81/3C>Z7+>,;7:[^V<5&IP_.V$87H'I\=GYV^_-GV*8?!7@E!O?7MS<7H.*.:N\P&3$S=?C7T7!P!K] MS^GQAM>G 5;8S:_]\W.X/B>G7RI:./OW(HO7D]-/IQR,T5Z QT1-!K M/3[OGWVY^8$%QDG_2__SZ8^\ N>7-S<_]@*<|7]!G^SLAUX%4!-L51[W*:8% MIF:?C<[^]=D-QBX^75[^8?,3OO #K]3UZ>?^]0D9%[!(Z+++1DO'2[3J3[#N M!.I.H"X1]#_PFIQ=')]:/:% .(C-F\OSTPB6Z7\NSRYNIHXO3S=-GGT\OCD!I MJ3:<4MFY:CO7K3.NVV9[GYYO5F3\[^EO9S^TO7B&K]=%@+$HA1P.;?Z:FUR?\O6 ZC8TV%E@ M3K2W]@5L)W4EUK2(\"LU'.$&8 9YV+%M.C%KI>4+=]WW/3HV, ^++"WO&U:- M-D!C&|X)@MFL>>Q|(+GAM9Y/L*L<\??/9I-4%9KWO49O#XM.7->TG=*/3R>K M.$8PUD.]=>2P'MPT^<-*$TG!8M!]V!#X90ZL)=!CS 9QGL?]"'65YHVLCI"-T=HBK^:X#|*TJV$C>1=XL M:CSZ*$53A^.,M>__MNT+8(4^1NU7A#8KZ*+-!!QQ\C W**U/1WL$^=DP%C4!?UPWF6K|@[>]K;7H4&"+8]U+%2SLC6NP\T,K1Q*+057A?YL[V@Y.*LU)36JT8< M3\>7'\&>>\2 9_O%F/M/;#K/%:S$I=5]_- _7U(,%G0[NA.%%].K2(BEGY/ MK],ZDJ/>FD>B&?0FFJ=3+RMW?>4UQ:;?>. ^*X7WZ '<%19]9=;UA\ #1Y:P[MRTCKS-"U:'M[AA]!>@/0BQ2]1(V\U_"Y+/NL1!A7? 8(5@,AP2(]]P*]DQO M]G]"08>C<*:VTQ&}>H8C2R8Z@NQ<[8FZ2U \S<$5F,2.&"-Q.:9M R&4VAZB MY"+CKPC&-0=;/2\H@.2ISSDVFY21N;T_M0 S;3^MA'-R*+))?2Z4Z M)8/;54(6"IN:^)NMJ41K$6>@"ZH4FQ&559$OU*BG@RT@TN%BV31X>^,2G3'T M;H*?S(Z]H%CL1_PFQI/0H:V'S.CQTO8[*I0;TZ_J65EPH 4CM=A:B\,L.>; MQK0$'_1C\L+U "44L:^7%"Q!=._-U'94;4#D[UD/^E+]P]10,]U$K"""2Q^M MN/8=P*Z .D@(1+,>^K!M;,B$]FQ5%?%@8#IZLAM_+8%.%%-S-VLLM#I7_UD5 M1=&LR:)YG'Z\--51%X-]YU:F88KJ/W77.EFT;=|>)_!.XV7-/A94WI.)MQ M+4L3=C9&J-8E/XE*@],Y3%%H;@/% ? ;" O+.I-'I_@<-A1.2P0&R#?5F]I'-M8!H7%5@IH X5"2*X;S/3IPA]-+C2I-39;)TE:=`FV;K.#(X4-/(<6U_=87$# MO+K"!GYFF'"N2[RA,Y9P9 UD(X&7.7L)+W,?!'/*H_ .+SS@;_,80WT9:O#*; MKF%JS0'2&U SSD!QTVS!).>% *G&TP&U>/>;%9.3-%@< HY=9(P2S"D<)GAFYWU()%ZFSVC&B;K MCIL*0CDU _]3G-R)#%$[HF>FK\|=IX#R C.G0R*#O,2Y$\)>6COW3P)BQ_-CD M!_&B8$\|E":3[6&[IX#E\JH4|&=;]X>T8>; MTY\?NJ@_5I/0-TI9^CPKZ_WA=N(C^KT-'9,U(R.N7:)91MMZ$BJVP0:3_]TB MIL#B 9-9 >,2(N&=ZGZD'JDL<8SD,CCOPM>S0Q6Y$$*V?TW_-TQF-W$L*6%N+ M[*QOP)2U)5U'S7/BT$?%F#6I>DK'<.K5CWP7>8UZ &Y6P;==2O%2O.L><2FS" MFNBQ:9>R,7EP=/+G&60;)F9A#BU2Z9NN#SR.9P*XV62DQ>MX7!V.LI8E=MD M.^!NG3)\-K>G;Z7V"%K,ON1LY8"]+6L9MAOOQ1 !D-?,+HZUO7\'+,];VX MO7JN]'^[A:+_ERT1_6[QSF9%?[U0$X\2C8[#623/R(W5E@R>9J*BU=-IOI/_24O)4Y,F[C""<[VKB93'7$V%UGB3B_%*G/>^?^]$)V,V2 M8X/C'TM; <;X@>J"XW)^HW9Y=M0E^^^7,*-VOPCH12#$!,Z=N.V]5>V_GDQM>2 MK TJD68%5V?U15>NH-47F.)KU/?<$-4O)L7G,"I\$;?BIZ|PCRPF>Q$|WN?T MTP/XADJY2*(" (V).T2KX*ZH;@5Y57WY24$B>G*/#UWHH[^'O\ O0"'HSN!: M@)$/ D^_.:3# ^01ZYI0[^(\1'C0\4IHB\Q__YZ F.7B.=5EP*/NN]!\U9Z4^!,2L> MQ@BQ.>04_!^"&>"W8,\OOUR=GW)ONXN3Z.KT^M/E]9<^=AXZ/_N_7\].L+M$ M5&MDMDQWQU(/>01?C21?/GT^XS|]NOGZEXHI==]OV):0 MTI-G9[/.QL4:5OP7>-Y[#? 7R>9X0B$"-6DQO0L,$ZNT$%V?M\K'@8< T3V%V M; %/R_ MTGE>IE"=.K#7:12U6;F\EUR?+YM<'P/%:=P9\@D<^%S-C9AY->&NFP9&12_Z MBD4+ _$PXLR(4 F)IB*G.\ <**I9IXZ>;NW< ZC>83%9V_.=CH[G63H8WW_9BV M%D$CG8@N3+)7R#1R&D*7;-&3-+|)-2DUNL$.D=! D ML4.D[! IK^(Y;LA1-/4>07C5*V*QE\QB==I7WM; MMTW7Y_G M=,.[_PR?^:,K%KB4.Y=[.UQN_[V(\?]BW&Y\8#^]=SLMSLW.-\FP_G9>B\ MYO#]3K9_E98YUOZ2O8Q?_4(FKUZ)[!XPXG,]?72S!Q>,J%ADF">CZ!-Q M=A[#PN:F=N_*5BQ>39+GDNQM8QP6)]![9OH>B3=PI:O8,V>?SIVS?KU+%OO MR\W4[%VQ5>F]=WZ)-FJN<N+T^#R0F;,3OYU?OMD)Z_8)$SYJ%\?X#+CS,\(U MKHB-Z|\)HEU[*EI1D].]J"],0TA^AQ:B%N!$L!J;=;@ 2$^40EX$LO5 MSC3W\P0M8EWH,71)$&4#6+Z3 Q#@0K.\,5R/ PL2>RP;SCN8N?_SZ?%5+/D# M_'?@H>,% .Y8T$ M.D?"MB6T^"E)%35,2LV11'H3' "8S0R>C*%-<3S.0B@EL2;,!\"W;H3&\3;) M_]#R!6SE0-?>/,C.$5WPT8>XB%8^$?>D85OB=?.?9!#E5J_CD3(E5;..!:N M- D4=^ (6D<A)"B-;1@D.2S M$?7NP413X#0)=>'ZQUMO*6RE4G]%DSZ\GQ5P_[MT]5\#6V1)#W^.2.87<5F M35PZF?5|LE2?HL#LL2N4.7A87^2<$^K? L,SCNML%*G_,2/|Z9%1P\K1E2HQ^ M*5\+HE=,N+-D.+H(Q=GAGG;XI[\V'"TM{(6'W|&_/1+J;3V=O M+N=5=(U.75W^PA9T+)X^!V,&GH"EYE9/BI- ;%"#'RS;V12F2)\FIG;67)5H M+RD^,(E4=&;36[B/E4T#Y5V1*)M|:6'^8Z=@N\YBT)^ \KAU5]PU7GO&J M;/6=%^=E"5 [K1 .#KK9"'19S60X(M 9MN45$ZHM20!FK/<0)ZMC 5N>*5PK M71=/Y0XD&,QF['%*P76YW:PRT[T?Z!XB:W!-B03"KG?(*<2Z#@,L$^1A63&7 MJ!O8L.X+Z3R\Z*#V]Q"XFU"ZL;7"PKW$DZ<1EKW^516:M^.3F-X,?]'C? MO.L=-OU@#,#PN:CN-VM&GB1,WK1,U9=>U71*C;D3- M1K7DQN BL8L,&5-#/CSAS/(UFA? *YH*03&\^- 4OS2/L5 7#&-Q8/-4,KT*Z MUXM.,6=5N@2 4L%MRC/ZQ^6/D$ME.F45_)[+8"'"-SE3R'N'S;-6 M/7&!@$ ")WCQ;Z53M(EET87#K.'W@:,+XU$9M3VPR5OZ?:'&V-:!.Z7.G:|2 MUXJD&#D]'-'UHA7J17V#TH\4_K{(LW2(,\.M)F?4&X+ZSI2IW8TKF) M[DW&/|$]**5N.19N(B'#D4I)VUY]AKFRB@(MZ?B!4FYCH6"KHVG:8IN6LL#Y-)Q* C?5$53L"RG\^E__^WHY[|S:QQ<'!!"*ABYD:ON+&Q M-@ X^M,B: [2L=!1.YO ELG,R+, U&&(_3=-TQVU?S/ZD@Z+O,S%5D"7&L83;&DU2:1C]]@(${"G4DJ=,IHH+AY,1!DEY7~O6$(HDY@1&-<1#\)L[ML$6->P-IK)_V'<(8QTXI+NW]Y+UT$A-J>*KX@R]\3*/^ M$,U!.DK'X*!@;T:G5=/RS H#.1^^@2\,\5P1S;E,KGQGM5QK. L/74\EO.MB M*H&%KG,2D0N"B>]X-)E!DM+WMG.9!1RJV99IREO%"_D]&; M-&E;XD,:,=P 31/_]$]JC^WJ85(]N4$;Y'I/]34\ M=;+G7O8D8G1J!4;5S97V":A?ZG#1Y)!@0HM>;?,=0L;761@KD12;%-G0\<%L MWS:XPNCI*8S"OOJ08@&ZFI&!#'L$]X<%GGN@T/"AX7 DJ1>=R;]"Z%0E-P%G M;FZ4C=Y%VH':.HBSVH':=J"V5[$I-F1FL+9>9H&5UK';:VJH_9C1XJY>A>=4 M"0:).BJ64*DWR561LVCDC+/Z-0+.I];(:$C W8W56'$:ZH=:.HT"MO',Z0S[M?$N" P/D2-+4)<CBU!!46.3*8GEF &H,<(!2D%EYY,'26^D93"D#IQD'!5V AEU0^|-T M1)4V)\D4I$Y1#0-=E,3(6LL+PD-#Y&=KW\G2DS[BL^L&[TS0C,-D2V(R'L]#C*94K96P==IS8Y$!3=R4'CGX6>JF'*+<>V9FT0J3ZI<*3[6MHU% MK5? Z+KZY'"053A6B1B_4#+8Z\ 6;?>,_*6I&MXLJ;ZP)S8=NE]1L"RW5,I'3 M%QJ0S5Y6SVNH]Z<$MVA2.MT?M5E>1Q98:4G2W0O A5 (Z%/,)T@8.YA78'1A M STGR;ADU<2,"'^N!WL.G- A808>T3V@.F=C;[O9%7H2^;P9^H- 9%@B2TN@<MQ7T9=D%-K]TO0;&?8UHO=AA.S,(EAD\'%3MIR,N(@1,9VM[<.K,2 MX,D\,P-E!/R]FHRXJ^EJD6$N@0I'A74 ET;F.Y;.=^>"E3BV3]%S-(,%#6<] MTU;/D'ZZ!G9_ST$!UO!22]9\/X"SJ.8%&/@/COG@C;C"D(!SNKC3=;GB)@M0*

*A1]@F>C!RED>T8HF%H2XE&+D@WQ;!4_=H>&:798T?5DS(&M3-#$]5"I?=S0((;9Q+3/9BQE[>H-M)J3MW5?%]H4GG&)J=,_M9NGW,._FY-MRF;C-0X)L)T:XMCL&??4:DAKBH86'6-4V-MD|JK:EJ$!,_"U@7STX@,%F^E[?A[7*FS/9Z"^]S-PO/|>Z-=K-S^D\MR6\9F-GML#=B#K@-M[O':Z/8ZUV*

S|_5DT#XAT.1>SP&=%JVKAZ(9HXMW/^/RDV7W$WN$$-UBXW,Z_M+6[!%,%N:?6,O;8KX&!M71QMP5[+0?-7I_8!P*-M&R,:_WHP1/^)NTZ_;Q#82$2J"B64+5ZIJK96-YV{N\9VBH?OEGVR3?3,:UU3?-MAU/&E /3?VA^$Z^T^DPK'*ES5^2IR4BUYX4$!$0'S-F;UF"?]VB:"-!U;!8-M[*RP3K<+KQ_#GMOT:C9ZR,//IL-='D)[*FU:[<9;^U;/!;OJB'K[9J/;:.[W-M3FEV^@:.:$YB+%ICU3$#^.E>#1]N-^JVV@7Y,>V#T>@_=/1>/YEVC==]G5\6V*BV>L:-8-MSXV8-8M-QK#F0W_0N3=Z?8H.&.#7=NY;3>'TPPMZXZQ$460H"6=*QI=PYKH]MC$=VT6]Y%6DU#6;\CJW###9PYE0!,M1-'Y0S3CG#V.]87S5N(0\WH[;/SB$9@MVNK#RIA5LZ]8V'NQ*675%*IQU<%NVW]T#3KK)1KGRBBZ_S!]MGK9^-@_O7KG_ME>-)!:K+-56?WD+\E>,I/G9/$EWI6C1VHF@6A>(--DTJ4FEX+0352\!X\[-M KBB:P!U8:C>&^79&_MK%Y>P/'BO:R.+!A[KTO_]+PW?8^$OVE78]Q*4_1;^M$I#I.+XUS;<63461SUXB!B7M'&CG0\1T1&A^=:6:HNBB1QT6$WK3.U4E\ZI M9MJUU*YE@7;#G@=6]*FHDTTE. EULJE\MM%>GPLZV:3M8BW\A<;;M5>@O8+]MC2;JA)-...F$DTXX:0=!'Q$ZX:033ML96M,Z4SO6)7.L=<))NY:%UOZ=7A;_ML-;M=7YK75-U>&/ ^BN>EC8AXNG(.$+T\;'7QX2)NW?T5 M&WW6P%D#F\7XW6@^8(.T;J^%0E'\D?(Y?$*;3LO-#=IBOQ4[!9]..:)>APV*_M;?E2AA;ER132M16VK?;WD!2VU1Y#16YZG7L*Z#5N&ZUV?T YD:D>CN@ET'M]CD/\.N(P^]+:/,M[&38\;HL$W M#.<.(5D(6"P;1D<@B)ZJ^5#UA!6?V]M@!0%O=P9$H=N^5J%'; =1;% ,HH\Y ME>XFDZ!G-(W6;\A<*MK(K_1\29%P9IXGU5QG MJ=++MW?^ 6*GC\/J=?Q\;2!*^'UG5C M4++!#KMV,.N@$K11*HQ1*8FH4NR?*T!NCI4*63=FRX>JN=4N_ZNQH.CMZD^B+ M0;UEX$RY^H-B>_L+W/O6ZNUYJ/L/N4WV/?A3K(ZHG5=K1H7ACV_B1ZOR.>.I M;3R>?S+3&>%83H7Y@W]|LQ\.F#\QIU/FN_$5Y_/(@CU/N,=9TW5]\N^0.X%M-M3MFU.3,?83PV0=$N?=8V0=$(?=A#P$0\N=$?=8O1=$Z-#LO8ZY(X_#XE%X12<JL7]C*Q1K,LZ9VGFU?IPX]&R7W7]P)3F|:]^[(%^%W=TU&9RT1^S. M#<'L-1V3]0/0=,$F3WZ4E?4|+NXA^Z$=<'9\|'2T&>PC=P\M8Q;>60-+*__?6R]O7O?_\[_#S.E\|T7G_'XJ%X]*^(AZ|=U M3!D>HJ[/>"(1C\8##8(YID_4[L!125STZPONNV5WE'C_ATU^U_4LS;+W9R[4> MN;MZDY.DCIC8#0[1LSH=HDN&5A&^6?WD'![ZJF16%HJ[-596G'HI;KS2U&)7 MW)H$;,H,,/P>%ZSE6!N9XP).59IM4*\=G;*F'2R^@TO%NM/\9]@Z/J72R2Z;(M"TIK(U/D%SSC6%G^K"_L*

)>.VF*_FCZ)U73KO@'6;!JFM|E(()=E%,RW MV0%,3WTM(WX'GLC4_L%EM&Q-O"X*F.H\5PE3+SK/!2-_$^5({8/8XK0PGE/51^9%13GY$838L91.B#

)_!HA\|*Z\7("1()AHN(Y^)P|M^$)X@Q,G09)FAN&-38MTM)P.|*8[;2+3!:A+N>> M@!_ W7\X|O.4CQXCA((TSRS?8(D>]Q+@]@CH:"#,.$T@Q,'YEB4&8ES!%^.M|LR>35^.!\%NF(H^X0Z4V0 M;'@+2]8\3% ZN&]D=9X?E,_&CQ=Q:L3/0[L,84]R$<0#4#EM//X]ZZWQ2A&2U66T7T3(Z,AL,LI]ZP5#<>WFB_KR_"TP M@D6B.)K)Y6%L,!.5Y=NHY8%SB0>R0#$ @X!^[_$PL.'J6&+CX-X$NYU&M0I)-MBR>0*&&4 $]XLGQ&H8FSQ)'\B>3#OPFCGY'50 .K9 ENT+[G9=2^#1_!(.\IMB3BK;R=.*1QT$X5AR'\PW&?T-A"&X,>C[Q/+$3!S4B[&8'&674FM$FQ2DK(M.E;0*&,2=W)RV\;W $1]^WARZ(J,,]O3/E7L"Y_4I6+3@@VJQ,!U ?TE*H'D M BV73]%F$@N&!7.!)(9 =>EAT"YCV!7XKOK.6>!=SQV%5A 5,N*7IG@L,+=1 M:<'ABI7BN+]4ZI27$';W2&(OL01115]HHBB$HE1R4M&?E U"_"6 5V!R1]51 M$CQUD*2VHM-[*GK6A,KX32?UK#A =<)(H5NNGBJUY(U#3Y7J!$7*'Q&21':# M&1?R8:DE6!#2 + MD+">@IRL,??0HT2=Y.(I_L2>+XEV1G6<'%=*BJ3F28B0[.NS&T*U7!U(2*NH((PG)*H+"<<8!4UUGE.%TK>L+H49Z>V9IY,,_M6@[&]6RE!P7V5>I%TT\SW(@S .0L@8]9^;0?>(K=>=R5\)D=2)LY9=-1E4Y4 M0;G6+*.]<'$AW-Z2,$">X(G2;*FG;:6G<0CB:UE.TVL-$'T'T0.]44HGT4$T. MCBYK,R<9/%.C4P18DG(3KQU?B4+I 9(75.1C5-@< WTTTK_]]>3|*WS]$14T MJD_0#AIQX[SX!%,1/WS9]GGYR=ZGR;#$?>FR"&"OZGPK&%C%^X)7#$<'"&$+ M88L)%S>AW\62]BF1DZ0Ft]^3V!LXB!1XHBBVF 4*.F1BR9ATX]/8[O.K53(%M=::F2H#CT[1VL+I>;[.A6!QC.Y)BG2,K8=I&Y\ATCNQS3OZ'"#GIE\7YZ>.] ML8M"0Q=$C12?&W#<),XG^$^K!5ZILR(1A"4>HR>>?5VL M5XK"U@?*'Y5&1=*SH-)D0Y#W Z<1%G;KN#^(NG9*3+O@*14'@$NN-)/$AVV%%29N MK)@H"Y>U<&;%$^TO8HT3)DQ$OH[S/*A514M+$HF=;/I'E3GF]J2;,.9CBPB[.-MV$$.ZT6B^/!+#^C%YBRLS7"N&+,J9"VB[3CRIQ1<)-MCTU[B8M[.^4XXJ:0201E>9.Y=#\C!R=X.R2'@6MH+-CS=E0O]+9C+!PQ;8 M%#?R%$\?-5G(XR>*N2YR4X#I*+OD):-(M$AU5I9RB3&NQI3DM5$]D6 R:2YG M'JF3H;8\0Y1?1EV:3H%NRI.Z(?"C[-OMLHS;]5: GD# *']>'A[.3/(^14VIMZ(=6#S@1R9Z.SU%NFZ+*^(= 1G!1ZE^6VLM@@O38Y[#7+'L^)<8BD?X73CCN M0)="S&"X289E_E G/0/#M$^MZ7=UB1B&@$*<2(;T(]B/2V,SSCT87/*^J;(MS-^Z[LA?Z>XR2B0PDO$,>"OU(2KE.B!G%=N/OZX=*QL 1-B3Y2$.6KTUA-M-T<:&A&N@1)QLL2H*9L\]*N.>O7$<'GB3VI[GB.O13+U8=3]%]G?J:BX0LYN.M;'8_I\/?*_HPUFM?#\3)_"_[KYQ;P%S7C][*94TGE+C[0,.YC@'USF7.&L MXSV:COT?X=SB26K [G!GM@6R?ABC,/$2U_R)3]WY+(DY+N<:=(SFY[3V?>W, MERM4N&Q S8;"E/R"B*A%%TW",(U68<2^^:44 II^^HJ]&T"?@P0L&&2=>,7 MFGA>/6/ WOOHTX=]>< ID[!6 1FD<'!@9A7Q(K+[E>RQ(7Z/\ X8T{2C2AQ ML S@0HNT?=Q)2PZ)R'MI_5(#,Z7)'IFI%G+)C^BT0[=54%XG>G;,70R16H)

MSW1/TRRKG@C=TABUC(!50$O'V58ST=^UC99PG3*AD%LQ'T@\M,)%]M:X"C5TX'>X&N(-5ZO&*U$-^^!%B MPD)3/IP&(Y0P/Z[!"!J,L-,]&KE;(*1U^.IX!P4:/PU[:<_F++*:IP%CTZ M%3=Z.GRJ6OI5;*EA.=&"!2K'2V71 ._JGF4_7'%0A1 MRL84V-+ #D+1[D1V1$"'GY*MHC9&U5*HYD3)GDL@P>1\[9DXEK)WQ(TL!P*;.M.?0PO5"P5&;)28SOD1@T6?GM$()'=8G5:[$#LN$THR3M 'HK9N%&-Q1?" M/BI;IUFR@B8BK@9G%K*KCM:@=@*0&" M:XQ<>8DG=RHA<-/"&?S[HXB3M+=&E+X,|.V"-5)\LN3:+"/2X+PG93\[M&89!DG1JC);*N:X.&%QHT\.)D@6;>;TXJBQ1N5#)ZLJ&SK@(#4N@A10'V5SM M3J#@,:@%'_5#2K@NBT9JP:6PB(*1*Y'W](VEP@5?)903**T,"(@7G)E39&?'#M*EPH1DOF(Z:.6.($@92OI&&&BRD*A\P1-B.F(O\8.R(A M:\I.5E*IABAG)3MR9-]4\,.YVJLC*AZ>#I&.1H3.$@"6?/S7.2P^LHJ*I#01/MOW_HK5HI&SOTL8P'1*'8 #N",F(E35N!BN(RH);8TQ.U+S8FB-45E>&0ZG$ MRC8J59F83PJ3-8$;8ZV-^KBZX-CV_"#*:&%'K.@R<*>L;TQ-/T'2CRA8K#"? ML-);@#'[U;K(5Y4B" */ICF3!",N=`\~&G--,4=,5+GB66S>,6D+C1 MUE^QALM(17/6;QLO7WL17SG!,8&S["1FD_1Q^GW3$>>@^DPE/?_15-+L>_%4 MJF N:5CI@$B/=8.1)D[4V+3%&\H'1\;H]+B<|BlYWD)3\E)+Z<1I*O)(8 M7D)Z71G1:?E 2U%!VZ=P,Y4'RSSIV)V"?"5[MT5EK@EQQS[MT,,@D[_MF[I8R-;2'=SCM!'4L;WNR*7:O=UI\I&?5LFIY]Z=1\^O!L@/LZSV7/YH2Z/T MAD8I"J;VNO2*8PP"8]/ MP;K&AK4CBO3[TE<1-[^)C$$ZA/V@)CB7D88F/MA,.!EYCPZ4C?UVT0@TG5$D0WC$F@Z8Z FGEKDA& M@3H*K,J^6A)=X?A[A$!B>"A_N)MDO40QJN;DGD>QH#;I M$ND70W2P5$;@+$MQQF93"I3A4EY.*>?7$MP%H=,1'0GTO3XD(_J(5,,8";Y MM"+E6GH]L(DU0'+(ER*2H%(UE0 ?*RX)<8F:$?X;UE]FS 3]+/=.6 MI:RZOY,LU:7"O"]-D=UGUG]"4U0IG"(P%:I_%-!_"0H=L.6W*21G4<*LBC" M[CW,*):R0KWIAA@3PK!.N2#9$MF1H)/#QO+4T0+5GI48=\R D'B5?7F>D/4X M&T8Y)D$/+!N@Q_B/+>D]&5F:1W%RIQ/HH)YP5W/";8J _-0,3D)MPGP<(H M:XD2&Z6*(3+9E , 2%4[J^U5D XR,EQ./[Y[ )WIVS;U4A:)IR-K CU1<&./ M-.^H1$I%N+$4O>B;>IVXW0V7J7T9D:/F.GXBN#B7@>&(SQ?OYEHVH66C%++(*_M'R^5WVV (8KP00%"@GFQ62M$F6US"^VO &D $A3"#\A+EN!^>%S4(1$]D"_8X B MHL07@9"APD]%"B')]?TD8L5B0ZIG3I2M$3@N2UY3.!5%4)0!1*RH2'5S/>@*^(2#,&1<%:JH M$]I#5&T20:QS"!/O@AG)L_1)?-$D+WX:(R.4QLB%#V&L22JG/ T@/IW*FR"^M;KK&]8M++]D2*M4GF.;$/XY0LTD$BRB E7HHUG_1993)4RF.92.$U^N4(7 MDTDN%QM(PMLS'7.'DZU0E^,8,#1ODRX^],R.@TUFU_@Y*F0C"70[RF'HI:QV[MV)6\"U=2.=MO&TG8.[DH2VXJKNEUXP:X?P@=)M3*0M162"TG4 -'>(]!7RG-Z MG\9805*/]PV;KXZ,[K--'@L0:WUXNRQ^,N7*<9]]@&?:6ONH' MQ)/R^8U*+52;T?KCY#KO$+*UYG?4AT4>5PC9'"*8BS8*7W1-LZ(N>7@S=4&P MOJF_9A3C'%$\W(]X%02"AF!(8)Z#Q83(DYR>&Y[MX_,@_2.:\26IV[(]CVF MA,"ZLC^FOQ2BC D=$*CCKP\U_%5NICSFM)=W4_;FD61K]YHZ9JN03U%'I12D1 MCEZ8B?@'(N>[:);F-81AQ/XML+NIKR\3 Z(+GUQ^*9\1L<5G&,3Y[UQZB5CA&3[%6WC"B,,;#M.AMJ+;SYAZU)"4:7]$9)W%"4J\T44M684B2CV<0-S/(JXC?:,DB(&K\!7)_UXB> M1)SLJI_8697U!8 46[^4RH)1YS]B0="">8PMF-&J!6-)"\9:MF V/T'3,WR& ML9.-2M(V%DAN\Z(S;S2>DGR:[U@KZ@ \ L!B3UC/LVO=O@N84Q4QQGE\5V/ M/[JBZQTZ>L3W+>N=%(SQS1[$)V'XNA6>N-ZIS-LMIB6^SW!,=RCFM+N;(H[*[BD3UT\42 M6;H?$K&&=L3CNG$5A5W3U$.&EFUL_14NM:$UWRFXEQMP&A0=(RLE'TS7Q5,) M2QE$U!R6,'I) ^:>(@MIRGK@?4<')%[NJJ 'D>F?":N5FQLB/J4,5+4L4P4#M$A-I!H4U3"<8B'IA1*8060@K#R!TU\1\BC 0U(%U)#Y%RGPI72G0L:SALQ U M.O(#V%Z%E1-\M_2X0)0#?J8:IW'1DU^4.CF0JN1J;S@\RTT0RG;J"X2/X$]HI M99,-0NJ2Z2.=Q'CT/%\^C!A)3]6]Y\6.) M3GGA7Z.&K(0X.W2"-GWHCT<-07VZ9M+MO4+2(N4;I&ZDG@-J)=.#U'0I,. MN!4Q-;P9N-C#INBS@K\+,T%=D%P*'T"Z>@8,1_1M@^6/-2,0K@$R[(KO+XP M)].0A'>RP1)Q3"-"JH@]>H^I1WSW0AG%(MU'4>;(NYG:!%D?O0?59L=M&._R+:]%#?)6%-'20H?ET\GV6Z-/*P\68IXB4G MX3:G&@9*.(7/+]KUJPJ#4^RT@MB*&OYQ3C_I1]4;_5NG?X_7\CR\V4$$]9'1XMEU(\M%Z5?):L&&P%

MYE&@%BL5F=MAC[^4K)K]T'NRG\QIP82O,NQ]68DBX+6CQ. UQ.\GB=]/$[^? M1;]OMI]?54=3D-C4SA,/>"$XVM6?B;F]PUQ%NN^X"C-Q7+W ?VK']"]C6AU2T],O@\I?Y*#X X1OJJ-MD@@\@4=L.(=T=C[1CN2JI;Q'RIA)K@9G9M/)Q%;.U>OM@\2<3@BF5M)F0MO-RHXC0S1 M48BY\#"8N\![<>[146D0DZ#*MG2:]R"8>W63ITPN-IUI:CHD,$6W1<^20*,8Z M[+,?:%\;"/AE@UX#1/6$@+^O>K"W/7 1F.*H+$:#_.?7#V%=D62.E*W8.$H. MDTK;G(F-G1YKF,9 3G$_(OXV&?EIY3]E[V2<6P7.03+3LBDI#%\(@$NCR:Z_MYK>!<<>,MM&[_8.UVLW-0]G'U?/3=:;F*Q=0]S2MT@K?SANK.,T1%^^D;8^^XM9!XQ+H@]^N^_V&>ULTMN70Y/C\SQR2F_'([/+L]&UOF)5;>.ST>G_W^]_I?W MN]''M>K9Q4?%!$_2YY(XA' GI.-_]/[*Z?:&\-_/3XRB9H <>>@0S8ZMVO5M#S]VX4JKY[9\]?-#IK4-C)NU]"F#0:/Y[=1H#UACHWFK5T^SN<GUC4]&HY M)N$O_]-O=E#K&Z]RP[VW>_V[RK)?5DPU%)/W@)RN(OE?NEP:2Y. <[-%F2'2, M@1.L\NQXDV==PB8*Q.;]CBJUE\5!6O"\P\]. ^=9+MY8#4=\:G$G'<4 D&R^ M9@>>*P@1A-Y(!=>XA98Q)0M.$_H E.Y-I)LB.P)S&'Y(H95^PH.'(N$/!+;>2 M6>=,?Q&5CNS48,9(,T42VA386L6(*9ORI+H9X3=Q6**?" P[^FH,D&:M^#D5 MK-;T!8@$D[4(T@MEX0N'2IZ0QC"!J(X[8(]PHNF+4$A5UA+8.EG5)G&+HE,LM|QPBAQ*00"8D>>*&7FY24(E2C;,<\Q5P^)K1+?&(,-L(I[$*@6G0$PV M(3?5AS$RZ%%4$.GLJ#Y&Q/[*!N)XVYGMTZW@]E'*&E[#WAI!"4J$=05#/G64P%LNW-!C4_Z(S2LX3H,L]E'-LV)NHR5^'1@,C.G%A/G) M:?7X3%O4XS?R7C+HZO.?:,FH09VW_!!B_&^SLC_I:+O9OI-!^KX^G7"O8EW/>L M_A;!1CCE\6:"_9K+GIQMO%]>-=K+ZMGYAVQ#N21*6;$MSD!+V2.FJHG\!"WK MFO?%+EQ]^Y7\"ZS1JPP)9@1FSNKGD9&OL1(GI-U_$F67LZ^YTI5=L2.3AL/MM_63C/\U2OP@MMU=E(!7O4YSNK5B]4U.7Z#RK8GA8KYZ]Y0'?+'5(7(OWZ]W6#]N#ZT.XP6'7 M.,QWON.OM5\0@6(>WB&B+T5WZ!]H(@BV9_#?:?YFZCVZ]^N?\$9[$L])_IXRW MX]/YS[<<)[6+B_G/OZR+?\3Z M<7T5#]'4>Z3OLU7FLLXQYX]W3RQN;16U7H1-CA8GT>G;[''!8;SUDP^WE6M@MGYR52\NCS]C$BXOZI\SMY8UH]'#^NP#]6.&_MCRZ.2V3\GHF:FA6C[_BB%(I/.B'&;YO;?=L[YR?')9KSZ\ V*5)AVV[BHDY MR3KWIWV.K]EKLQF@=RBP[1%G]903*QXY>&P[3,YDWDV\+J#$[=M8J-)K+]34-^7@ZE53RA,L@8HNT5S>;;[_M/L%H]#7J01,[D)5U>5Q]>SR3<4GVU55M90]:.HN=VT_I5V\J#NG_466V M=5%F^UI&MKVHC5559]I&5M?(?DB-;.%$);[(=0>*6'4]]Y'W:J2%V/6O0* MZ'K493'4].BZ'G5S%QX9MU9VS78PIX%*$VWKVFX@&V\]8]/ M3S(GO:*<[JRZ719$#=3;6?YQ_M:C_N*H>G+\,25?Y3C(XS]NTN!LSX4:E<*^ M<[BI4B)QQ9O?<[_RI+GJJM2;+;(7 M282/)Y"= M8C'#L1D#R"HG[/$)T0*DJTSK%|C+H:!' Z\AC_V_U1]T.MRAP M:V8' 8Q?K_L.KOMIWK3^^S2G6O&_?M%?PLJ54PS.\B:ZZ?H""=^W)GP43CF[M,J>F8W$M&##NH#<[SQ6 VXYYEZ]/_?0IA6RS!BWQ+$!Z&PY6U/;"3&N R7P,X M?N"%%@&UIJ,(7B+@>D%X9P.BD&UG: M^/)&K =*:?3 (P#52W>]eR#&F]WC!NC9]2.:]KON-[HI;M6?Z!EXVVRL06I MZ,-\T8C]LF0-5LO06CT6&/ ++>BT.4AYYMZJH7QT4NL[LH"'79/CFSCCKC,>VQ5F?>T_PLS"_HK224-^EP./X&BQ.:)]/ MB:+%^'=HSR.&CGLSX%BY[,,>AS<\HF)AD;=*%!LWIF7K8';>L-:(T#9(3&[2MVCT0!R.&&Y@6&O^-7 MM 99*RC'6ZU!U\]^QPCW6YY[N. MPS5R(ELT3C96!R7*=D6"D)\2;VRX:U?*R M5A]KUFK-6JU9JS5K]2ZI6\U:K5FK-6MU:3B3-6MUT2N@6:N7O5'S5N\U:W5N MF+6B995+C?-#M$H78-,"^3\V=:C[]9&5EW,R11$*B1++10;0!SZ:N#E ME"7]6EK V*L,Y2/YQ.^X.EC<2=Z(C<3H2IR-Q.A*W2^]61^)T)$Y'XDH3!]*1 MN*)70$?B="1.1^)>Z7&_U#^NC#&:W%]C+O?(D4TU(#[@:[C>SDLLX6ANCA^.MF\\GZ+D6>FOWPO%E-UQ'W<3&9E;;]/C%BASUO /KT)[&K!KSWR&IQ%,;'_. MK=88E*]F$7IW7+_LG#&QK.36Y7P#F7#AF&^77,]QBZBXFNZHPVJ'F\T4^ITRWU_FGT1RP^T:[<2O8IQKM.]:X MOF^U6WUPWW4,G QW9"/9> W?4("'=&QO/!Z.@AC7Z_8=>HITFM""\11#R MV.E*:NN%@3F]& MZQOK(5\.ME'1\WFEYMRD29H8H_?#9Z"9*I?&=+SA<9%M.M.99+/-.TTP2OHOG0(W="2\'24 ISXZZ-AC>-'%KQ& ;%CW78.B&GC4Q?83? M42YK%'K:4-A%"<(MP96T8"W'!^]")ZS>(!C;(:Y">X;RD4L6.,R^#PH'O2RM5*P?=_7_"4WU)!! M81V!L]W*1SY*O-'"+*<6F!U4&{EI[G7R<15.?\1/D%>O?#;:6#F=^$S W.Z %,"%,/QQ5?6G/ 9 1#]"NO84_7]73CT MX%5'R\M.*H|\SLE[V!?X=&HZW W]1&L,<;)H8<@4AO,B]1KB€%*V MPRAK$/MDHX9..9W7RB44Q_E9C/O&P.BU&G?]#!*#2\)),&%KTAG'F_7;RF]/ MHL^/K&&MD8]MD(9$(0=:#'X$#'8.1#G0!7]DDCZON]WUI-W:QSOT^;MD_P3PW#@:3A#$;DB2C$97TQT<"EUN.]BGR<,E-K">E@XU"4BNIUDH5U@], M+S@,YQ698+6)5:DSYYXH#POGR)L$%\+6&_0>,CQ-N2!K&BL2"UD+1U96ZF!M!$$+2%1N0CZN#$.PSL]BAO\E4,7B4?PRG MF#])DC0B\H@]P"45@C<$XFX7@52R8X3S[@.?,)&"\]:Q3.3",.5/'PYTY='4C MQVR)>$5GWQ*N?RYN.[7^$31/R\K94"W$$B]MUV M#\(NNO1QET-O^:;6/9H0;&D"@#H$6_0*Z!"L#L']$.RN=W'%.HG< M4IEV9\ >^L:UKI18JI38I>ZM* &YI3)4TGMC6N"VDC>"DLJ4/\0R+=TX"XSM<++Y3|[5:M[$&IZQ)C"+'Z M?BZ^/8$W)\^8Z&'B7U\08HI(+/>?8/!K=YG$L> ^&"/3UGOIO^0*.YE0Q/C M$"",,PZ7@5\)35YZ9/.BAJ!(&O_LUBU'99FI M++]KV5:HW]P*I6MPD%U?1<@2:O>[Z0&ZZLFV]A&PS:?3IFF[]P^2'H@J-EZV/DU2+P(BEPDB'E:6ZN M MWYLW4=#XW#9N?^OM7OMSKM5ONVPAC+>]%[9R"5#OQ!?=;;3:.[T*VU.X*& MFTG35E@D9Z4EU]E:C;(-B[XF]#<#2\(B<(0$\\0L?F1Z*"(_+1>9KZP&PND.48J?KZ$4 M;!U3+W6C\]!GG:I1:Z#Y]%G%WR0-.8W57^%]%"]I-'R?!ZSE!/P1TR>) MA;LO_"+[+'YW7)1=LM#6:(7^1Y*POA(2$74T5U'P#*'M48\MD$;7O!+2!K0 M.,!

)$-9O\32=TA6S^$;@V&A6MW!0IQ&H>K0:.CO!\3@2$7RTB5%"-<^[3B!)XG&'M\|H9GZ)F:GDVRC3:U.?H-M>76[\'T=U4[ZOP."(<>,1AOS3[Y8:?

*TI1/6BG:QA=EAK4)*FA5I3(EY.M -"9 M.9'T0^P@>D^I"O+* -)L9.-(4O?Q.J.6C&FG-C[L*B;EZB7/1^I@4LLGPNF MK4D'/_.3^XJ9+M\|ZK01&WO?ON-M|PMJ'9*WAVA8O?*

M6]_Y[AX_=YUVMX7OZ#'DYVV7Q%6 Q^G//(S2O>M,!8VI M\'Y"S[4QG5WV$9"!*TF2)77GN$;N$TFI5CG+HCBLR@]Z%_@]ZH!AWVIAUBP5 M.TS'/)^;/#N;.I^NB##?

PR3H)U0@:.^4TSB#@)C+E,WS#GUF@)8/(.U6V$<0-MLNT%@K0IBS&-1NF41NFPV 6K9NNO$_53[_S<1&F(Y_"G'6@0G>=&?IZ B#1+/*

MQY#"@Y%RAAXDV^[+]=85P[K=6B[.D?-TR42B&R$A9DE?P_ MY4%8^;&_#$&#K2X8!N M*12+K(*EWTHM(fKPY<]4;2:_9WT?9PBV[I?>]PR^]MKJ%1\FK.0PH=!X)72<*

*M=*QGQ4]A9;@W"E#@IG!B8,,>5{X$])=0:P1+OM0S12:(<6VT;;[]-L1%W.) MU;*0U]]"L,)1)}(/OM]>:6W,^]._VM_NKB_;7:M]^W6!KHPL;_BV)!MO-/95*

*MXW&}]J8!NDC924V?NCY$]DUdG:E!N)B7EYD4(C+5=*TG^2@"-SXR5*>ZC4V3 MISE8;QW_8,XFBV6M%B(I)9$1(HCN&*Z M^EH)5F77V&Z[<]=>5S1AJ6.Q(5>H*8W8)I-*$)/P!-9NY-0#$]\.F@U1Y3C MU)U>)2#%%0/X\H(83(8&5N1!1*LH%'_>U\T_V>%R/?8;H@J8%A BQ(XX5C) M/B)S0>U$SH00G8[HO^(9I=:,N:+"L/S%6](Q+$O-*

S6$[180LCZD4 ,SD$1G' M^]*^B?WWGE:+5"(H&[;,U_G4OJ]+*F)G(C$4 :7(1-C)>VK+<_X15,J7<@N

*MK:3KU)@>>>GIZ&3_^!V*YN7KX&2_\I2O];7;IJ,\]JO^TNZV;R_:UN7=Q7?Z MT_55;[XCONJ#@S4=$]P7ZL=/7GYN#'^S8I%0M$TAN\ 37AW_Q[,AH?.=.'W"M*

MJX0@H0<8\KC84"7_?';"290"Z8@"SH;^NDL7AE<085F:OX>I5+/IY(:.X3=3:U M11&(,IO<2%$Z,3*KBS1@_$N'-.JNKBS<>CY?'I%Y=?EU6(U1@=Z

M.+9V#DJ/CP[W(%_8^WKSOWM?6S<3[Y@!I:G5HJKS<7'5HNHYX9AJ&S_"Z>Q-MO%H0]\PWZCC .T";36U?>@1.]W>P+.,!3P=Q5>T[61S4\9UYU@_??W)IGN+FI-MF@*

B$0-+5]D0"J";6LK7CZ@&$YA3330%_&H7AEDW T2UL3&?Z080%\! MF7\2>?W4N"TI#4"XDM"7L@8QS6-%UH"'A=MYB,%](1ABD9UZ&H)T0MO5RVBC

*MX_WITM!'W+YO43T:IM@#M6\1^01"M%&L$)VNQ,//2ZDY/YF3R'W^;M3#FENA MY4#R[$!=*9A,,?1MW;RP;>^Q> R(1%X]["$U:\]Z,':M;5COVP*

@M^;Z>P#H>]EM++8VZ[L39FD>TFV]@6[+360W08 %7"CB;R_19RV3 MJ^<[KIZ,;3A.HSC%8S%U:@29278:U%&(DZ)Y?[9C+UYP)-G+S9TJBN&S[T"I

MTL'QLGWULMW856O.AK=:L"^4NBM'=2[^OE[A9"UK3Y\ZWY_[!VW9LUW,M"< M%'&8=^[#P$D/F,UY#+.^5#IR>[F53?2ZX-]+(9R9&G 7-R((*B34:.05)$,<"

*M4Y!^.0!QR@J',!K5\)S:R7PVQ'AT!!^FY!,28MG&,^P-YUAGWD7&Z>$05[(5 MS+)K(O+AZ07?3;\Z#10YU9Y6:E:H7@9A199ECVE4-K3Z^NPVC9&CUTCV*L.0]0*

M\^"N<'"OVUT>SQ6.9R],>;^U>"V>I<[8VRM)H_N&X[N(8_N"D>W*_;GXQWB2\:&+Z8C!Z25AA$S,>SOX:1U)^.7-++]X7B\B-$%HLYX2-M99,\T$%D2\W@-!*&GEPF7J*

;R62RA89(5Z9$,OO=$M/:U$)_$@F'&#A7S0NX MUHWI)WPT__YK#X7;/_!":DAFL1V_\EB:#U#G6AM?A#H<5 (>))=(LH7$)?;$ MGI#DCKT\G@1/N*F5'14L&U)70YA\+U*

*GKH"R"%_7-D/X:6 Q8(W6=K)!*I MW*V#IB0TV>U6WTI@#<^JO=2CI3^^#[ZU[(-7*%IX=A0AP%49A<1Q8]FG&L!>M5@,TIFT-4G)JLQMG5B%!S$A2<85T'I-N$GY-*

71Q\XO)XC#R&IT'+.0^Z\51 M.J:SY5SE=5X4?O4*GA/;]-&7<,MK]|L5_NVY<*W(BNT1G>6K/A(P S1F>R>'-MUL+F9 "M8Q62/-IC:HD%QD:UBKBPQ.UP=L.",(77-*

*DN@H,:",.&C*N\=WAA]!Y"SD.!!WE_FXN(S-BB$RV75 M^V7AK77A[M5:HA#,0,(YU8>,E4S;__G_^M' X%'L7@##?0^B=2]#.7X5DRU1:1186 M#1I$1%5@R(-*

*Z'NKUXP]SILDQ0WXN9FP:P136IQXN_A6K,K%":,?B 5--ZE[! MC&7=R!$-S'C'8:+264I=1PC*IVK! +U/>2'..$<<+#/R4FC^073#'$4HB8_T*M&8O>PJH';6<<<2-TWP;;//"?*

LRPWIQ]\\:(XL;[X:3PD:3E%0U"3?Q&M()ZM MLY6"7F"_S<5Y6U#[G0ZES,D0QF^%@0&0L37M&$^1!C+D)R(Y5 MA-V<-5U-UP5SQHD-GLNEM\!B=9_1"W+CVXG5_=+*

*[GL^ #\W"6D:4F8$#Y4$D M!8VM$9U&]_F+D_!;F%AWGJ__Q@. ^V@'/%"_I!FF(-TN0K\X-<[!*T_TO/AL; MR0A]N2VS>73T'$K=_!OSBL*GK\I4&^0$7O0O'I[)SMP+7K=UKG-*

*;^"'D0>(E M1+Q?8>-AL6CA",C!R2?]W!4*6C#RYQ8.X8'I?I<4'=2<^U M/OOAD_5O"&2%SP-C1O$9XGC>]+1Y>)BCBF:A]^C$_(UWC_W393;R5VX@ZDOK*

*MMH>HVVH%SV:BI_JC*5"+W0(?!!?>$;._,^3L!R9]U@<0(VN090NB#%/U_/5_M5NO5UH8=1=;'.T3_^"H"7?/09,*E)L$+Y^C-X_/YIL6I9F+P0%C3O)"TH*

(8(WFE&GC';'>)O!!)YD]HQ:K_B)5X,+8B$X6O/@-]L6Y@M8S>A]/C_>> M'O<9]^Q+),*A.OB654Z;+1,[0X&2B;*QO($NUOV&E\3F+(G+R M^HDLYCO

*MQF$:Y\KW=,2%CZ&4BVU")E;,!BF*Z]NF]^$'VMQ]8H[=X*7\FUW"!KF$6R^) M0EA!4T'3SN1JH6[U:L7(1;6KUK"NWV2OECD,YGDSVO84WKRG;V:355^-'MZ,DR!*

[.OC<1.9A[%KT82D[=E5+I2(=NQKRNAU^-4@UFN]H6WF8^QS;25/F) M.B)%7;Y.0G(F6D0JA*GJ;&WD>H M^.H7A>`,2G=JC@8W.1]\#E$C,.?,12&D5=?*

MKM5L9NY1Y5!?UN>[K{3%L5_< M+K]H,@NHMF4:8(CD)7"5)@0*.;KY6<8AA=MZBEZB/;KZ/8=9W]W6Q?U=MRC8,_CG^Q_FG[Z MZ?:F[S4S8#J*

K1V8"58\1&'"L8A0/4#\ Nj\8MG%@=!9%EU)?K!W]P-_MATG MC%P[0'4'JK,,QZVE&E4$B:9$-ST]&!=V"W7:RQ+NPYZ*R+BSKPK(N[#;Y*

*M6]:%95U8UH6MC2HIZ*NVP*L"SLY#5D7]D(KPBXN/5Y=M5?3]8V4Y.BD#'KY7 M&>-LOUE5K/EV=X,KY\O51=0M;O_AG]H\SSY:8F[]%.A1E;MA=6'M$2E,[XW*

*M\A)*Z##G>_2FR;_6.!QAOC" -$0>>3HBGIOY=$+I>|&;G)=)*KT,POT@QY*= M*/P3LG#KQD;9TRWW:!D0F^>1M,S&=KHZZ^I)%4[K4Y;3@4-<2$>RU!XOL D^*

*MB#'^2&TZ[VK%<-1I1W7)ZX,]YX-]_;38 #R+@LN" HH>|>,#LF)^6\VM*S/!N M,(G;BG,:-D"IY;%P(&D 'R0K77M8XGDF8?+43VRLIF6.]M@8,1V/PR@Q2X&/*

M\&D73X'RG8G2_;/?8TL87Z:PT'5V;T[;'_@->>OM_3;>VAH:MAPGE4Z5S_!]:FIA_?KSHW!=M[]W5[:=VT!MO=

MJ]9US^KB"]WVI75_9UWC&Y@Y4:5@^H6LD4$5S&I)COWI-"9NW0N^YGML"VR9V \/IK1:Z?K?/UWQ=KNNH*>V M'OASZO^T1DAXPV,7C^"E8((^GNE[KIY:=^;NC?%*

*($LU1,? K3LC8;6DHC9W8_G.OM<&=Y\OA]]-^!,,?5"V"_W#UXX_;Q\O;A]?TBCPXB%B'Y$PG2!-_M0=I')6W&!H\(3L6*E:4D!"IX08[M[:>>3S#*V"GERUPO%0>/3?P]7B- M>?*

*11U1#==UMXCD*Y_7=UZO>_=5%/Z%#E9/I3W.=)[TK1VY^>NU1"WP23U?D^M?AH^'>'$"O^B3%LN%U1[(:)LYG0H^>,ZY=+H1<+FX;BIEM9>;UFWK;YN*,@M. ML(1*-*

*N22J/MC9A-.HN,X:?L!&GF;#!.9BIMPDPZJ;fN?=:_/;E@E.HU"%7 M3Z%.*G7GP?':=]1GX>79\ZGXX7GT^D"_(YU3]C3R@FEIM#*JL*U=U2OGU&%*

*MCK;9A'JY5&A51QRITN,>.FH1[<\.]HJ$2R*WY9;'O")9:W&/%>.I*.HL5E MXH1C N]CP;?<&(O46Y@HM<'__?H2I8X.F"C%1'DF2C%B#1:IO\+1.EF"C%1*G:*

MT'28+5N"S!1BHE23)3B&L?R-8YNZL/W_/K+T:??,?Q-951>"CPX*3O YBK3 MJ\%4X6B$.LJ05SU!YAA@UE4Z^L=SC#YK\VQY"E3CDE.32TY<P:.G6T46\%%CV8*

/VTF6DL^>VR0)YA)-B-E@J1V7ICQS MM7$6I@VU 31]N6 YDA$9H8.M.,BK>,E5M@95'S1'1$9HI:'(-(Q$/=SCJ-R M $5G2WRVX*LDTU&!#W94>'"]Y0?$$]:IL5H1QI7

[$T=^EKO8C_L.,EY5M80 M%H:OR;DOV./59'BVQPOA8,_#-C7"22,\U"RW I\DO[45AL)^1*+.(#$"\?)C MS'.P._JXCL7\[L4(582B9S/S=/K*VSQZ-(0(N#%%.%ET"E]:KXZ#^8U*

*M]L(:*Q0F9JH(@#E*TMD-47_8,)-,ZEH6(V8!N5&Y5 !8J)CASM<9K3F#CUQD MSDZW4GP_WNQ9Y>AUVQ=W-U>]WM7=[=7M5Y*)@#\8?V%^OT&;'4=BSRFXXVD'*

MG3%[[5BI'ZBUGW"K-C5L&)/F17[5GA%$3A2U4)"=960Y$84,*7CLN-\H9J M9+-ZEW\[T\E-'MH@0!?5[@=]!8!97C&ASI+Z@B&%:'"'QOLB_F9_^FMJ!'21"*

*M2*32C1=XHW1DM1Q'C!-ZQP5D?IB9[UO3WRK=+;A7QXXB#]PKHL#F:4P)LRK1 M_2R-_I2\]E<41"$FS=:E9<0W*B2XH6$#VZ CW#0]3SD^O7YILV5>M$RQNC+;*

*M(EQH>1>3C&P$NP;DNUY:(D=O(=W(ARTO6 CWCA2"_>>"K22H&4Y96KXHNG> M('0YX=AE86O.DX-Y> MUY";4U@[6.\V=[!,3*C@!O-*

N>L;6>HWL:LVJ:I\]SX:O;NXZ]ZZ857]8NFC/ MB2"&26#%D]B.R)23%6$@7;DNGR43MU;]'+"]%Q.*.KIL1C8>>'\;A>/@\ M4.5J$ S9ZQ[2MN_+;"S (;D(GE2_"F[OXQ]

<2"@S43N3DA0(>_7A-S#6 M\%3>HU#@B]'8%QB @W-"WQ07DZ7]J5UI-.9J;BUWJ,99JKM"S-5DKB9S-5>7C1=A7V=599O)?@EK;]PMG\^_MHR_0%>&

*[8$'=_;AM=ZU.N]N[N{UM7[^;]>Y6]N"@%D$>G2Q@=5>CN*8!$?+.*-M. P"''/5L;,,!N81?;(IP6"A\SMN'8R.F5?.@:EZU>KVKWGWK]J*-'3AH9KUF M/M5LEC3*ITFCV#*

(9)D3LQ1(_W.(LL"$,"ISMU;$)!Y'G\5C%/95E%&.)) M;YSVU7E@-]2R3YRV4[7G@^.>?RD!AD,>_#M.E.X9#XT VD;AB,>M.IX?

*E,*TP5;%8WAN@[W*T]EOX0A+:.@//$3F.&@YP[PN*R#2&&(#_L'S3@L6SSVP76C>4?X19DF@1842(91 MF#Y(O*Z/YD^FKK6_Z#'3"DHZO_YRWOS]M}]^@W^/?E^G69?*

*NA5;/L+]9N[G5:W?O_6%>W]^WNE]8KVLL>;G+*2)W!U!Y)Z$+\]8/Y>O,C=PWWT6;K: M@:VH0]Z(G7UP.\W#]FFDRGE7]9[UY:Z[RL+$9LR=8H/& M/*$T2!G3P7-*

6B)@[QYPZ/N/=>+[=^$Z&QLA6&8U"5R&;RFI"7E!&1AT:\75) M)`QK#E[!YX\K>|>!XP0O?R&)>NW>__M/*%*QLC)<%/P)P"I:(S@NGP+F0<=8PGC4T%S3^SS7]*

<57Q=_$FS&5-O6LV52I, MPW>Z=Q#O]:SKJXOV;:]M?6F_HIUWC6;+[$U<3HI8R.SED1TAHF.->(-7,R8 M*"=+A'CU=RJ5K=]1<*![:,5Z>Y^_7UW?6Y?*

=UH^KVZ\]DA[H==H75U^N+EKW M5W>WKY1 =9DJZ=A%>NUE9&,@)Q%C/<@/-B1U#X$FTQ7(/W5.L5[GU//3R1C MB;8.6!/?"".&7%0^:0,:/Y,_9? \@^<9//%\Z#:#Y]=M*

*0;/WB>P?/;6+R-J?HF M8^U8)%8Z+J1+<3A(L!.S%3_'B1B5';ABZ)R?S:+\/"H5%LV]6Z\]E5&Q8# MV/+XNL;UC&.N9W]@^L97._8)G_+]0RN9W]HS;9-6U$N1*90[YW\!?*

BJ]P(,H')4!LV&Y43&U,2IZLW1P:MZ 97.D>-WF"+E M;O33?B5YO\.]^W_MBWOKIG7,^M&E!6A\EJ7-U>W5SV8+*_"7%?)FC9K-5FF MZH5(YG\(+-OZ*X7[&V#3*TFK%^S?*

2VY |ZV;L'J-90B+LD900'0QP&CU2T]AHFK M;B1L468/'WRU\NZMY M"Q;. ,&1&"[)V/"T+,@$51GT-5A2<[4ZK;Y\60KEH?G29:EI(&(&'=1+QZJ MSX]$,@Q=4C>03&M5Z-*

"#(^+]991&'CPE[BA2Q0X#>/I;] -AG%7I[*6++W! M+>4RT+85I*, ^.$?X&:M&$>KA#M) >LIL?/.'PH[PL07O(Q K/AF-#\EDX-/[MJF8UT:DZN\#RT-;F@L<.'XYW>]"%*

(UZ.A.,8T!X#/UJ^HYU?IVA_?&]4IF"U M>KWO7228R# ?,"81=]7L MDKLBPZ[1!IF2Z GUE+GWVK{LROTDG;Q0O7[KY96E3JL\I=A5>2]XE,AN#;E=-0KLU>YGI;MO_5K

G#,D^;8TMM$(3AMXPX6&(IS"0F#Q^!]ID]0K[32F^-QZ%'ML8 K-,7,L!AL<'@>2W2D1!CD,D$+V&6]OFR90>DM-OV0^J-[(%EM?B ,M7B%G8|_IO-Y"+]>]%7FU(-

*BF[[&IM\S^KI>?;]'P782+:ZPP*4HJN# MA>S4)?Q*(>.1PN?5KT;!UC]AT/IL?>8D0^]H;CE/H76#@[E6-!X[EI_TG;0;;>[X.AQ"@6*I]T M\.X7"/NG-*.:$*"*

*<<\"V0.!VJ<4(5'NM7W]Y^O2[Z01DX7@/HS4Y(:RGH2 % M0*DTUQ?/(379B1[_LFN]$0)"\]UHD;!&\:(-T4".#_MU<2'5& MQ.B1PL"7WO<&[=*

!EC.4SD^%AC2.K(JU";QN!P]8..[O6A#P)>H#=KS7)W4"M^2ZZ:>S,Z.85]EAVH>H%"%!GY^/?I'BY@L%^<26 U*.M8*=<.N,2&)? N 2V3?Z62V!<.N,2&&T*.%P"6[<%N*

*3&)3 N@;V*QW\Z)^?M MI39.B@6W%'KQ8'])[1;N#3)4D6.DF]M0?(T"B1+]98\P!-9O5-A1'"C[6.\D MX4ZB@A^\1TA;("G)V1SHRESL0.XFZWD(.H;_XE0XD2;.&JP9ALC?*

*U0!$Y#*M,?)F-4,\5]BEQB8]<+7H+9@B*MX52 MCS]%@:*F;RW!V394CR"=61@(7'CD&_M/^%0)O29I80\;F!NO0)*M+V(+[-*

M1\|;R)"4L7"8%$_.+MYXPYKB!,HD7%DL#%07HRA2-'7;T5D;&!(QQ4%#]72U M5%L:V=-&T8G5U0@:6'XEN$V5E$+&V<"Q1NO@.%!/6?\YAQ1FO6/WK1]#H6H"

*MQ@.H'0>#Y>X-0X>L:AEFU5GOI'UUNDMH]4(62]/0P!^QDOP\??O2,%+N$ZO2 M>HK#6$8.:TN,M^3S>6E#]N\S5]T1LKW\>9!->^V??OUZK;=[E[=?EV6H5B_*

*M!KCPP)4-<+'Y;!O=UIPM2]<[WE:QBVM-T]3+L0 :#@2V/K.C9TFTS6C"",30-M 6[PTU1??%GS976>U;,U*S6I%1M4QJFB3H?SV$!*=2"$(7 MXPJ;CM&9ZF3_P-*

K)BB%65U_*NM15O&LPI;ZJ1<94.^E1- V0M+16%SF,M=8 M+!VA$AJJN4(R KRF/H5&D1>+8LO?1;@04Z'IV5F%.SE>DECS7B-G[U?2%6%O

*M_M)N7^X9DT]OT!/!J+D/XYCBW&I88O]AOV%!;_W?!0?KYQ@S!*H3;,/]M5LW M/7T]>&_BS$EAJASI^=@,ZVQKW]\#F,*!DKC"-UBF -*

*+#FX8MVV:0A]@>,7"PTNC%WMY,_'9T><+ M,6=F"WTEW+@^P+@/*L>]*VF')+?W:/M19H%"Z022_3#) EA'0.[NPF!QBDN M49HI$#;B;#,&D)(]3^"P/L"_/\PSX"8,H#C<4*

*]TH!0[=&\JZ1VA&:R\W_BN M.[@:5OL2H[\:NA)\]W>@B4T1$MI2)@CY9I.../NJ^238B(EQ%$@Z&=_1-DO MU\7JT_1>69*6O$3]7!\P2W.QW\-$^Z=T5N/-*

\/@AQ$&ZJTY#=0"Q<@&!@CF M?5IV*RU;'#;-JL4\"M_5@[G#R!|EK)"Z&9;(DW^9?9I*S('EP'!!6Y$$E4TQ#Q&AT\B1:G!XJE4HG.RV#,.U-Q@^ M5&.XYAG#-1FNR7!-

AFMND[]EN";#-1FN61NP(,,UUVT!AFLR7)/AFEMPQIJF% 4'@:"BS(34:"L]";XJMCCY1++#D%9@KNEN<8-.[I?.: M#M=TN*;#-9UM\K=!WA8&O\Z:VVC>,1_"V!)?MP!9I.'-*

*Z<43 M(UPHL^FL:Y7 N$VP2F4Q)]]>-[^R@%ZS=]OG7!^UH\7P*0? MAQGSQL?Z3&+=|;ZUZJ> M(IC8<-5"K+\EZ4[_2-54VMHLL?'\A@D#29QRD:MQ=&F-0E?*

*X&81X!]*V MAG5R\-^TP,X/_GO7(*F3"73]+++48#+HH'E@@%CXCIAJ$6<07>ZXPECK*&KA_MV@Y5AR!O)B+> M>F]8]|^FSLH?6SE-2N'T/MU"#0CS7L*Z@B79Q ML*

*_6Y#;,9V74=V2@1=+ETJQV1UZ NTQD[7B!Q_"0]ZJA\NYON/!*_D&F=& M#;2S8ML5/X[B(*W.Q57#^MSJ?:%+O:OH+@U 071WT>]?J2GT!H[U0=_[*Q4# MR=MM8*

_O/IQ_UPO_and,,WN$H84\^OC6_=Z@_J52W,.?CSIZ.ET1W<@Y"G?-M0"(F9C]X9..BCPESTJZE?_1HNQ/=XM0&D,DVY#2@C+UBDDMDMX?ZI&KGKG4W

MX[ZTKC<\M/!56$%Q_#\VY$[:ASFY\'?DQ=B8#)983$\R$LDP=&DGB@4>5NEO M14/:3,Y%/HUBGH+S2R&POTO%4ES\SQ35))P5&QIJ=H76T8#-DE@H,[4FA5B*

*M*YER>1Y"VD)^^(3_X#X7HEH1ZL+@I 4WH&(D/=P>'?[NJ9>X2&UW93,D;(Q!7MU Y!6P_1N,BO8M&VA+10QB$ M(_)8H[<^B8M"8^/4L7QQM!!H _, @KSG3=F!+.*

[=%[6DK&'%;MTKU.^^+] MRJ6%==_]:MGO??Z/=7G5N[CJ7%_=MM|IAUV_)Z+=M$$YMBN/^R@0*6:5A04@ MXQ&BS#8*$4NFG6$LDHQJ7KA&8L-2;TQ2B'

I2;Z<7@\&JM)!)[4V36F%8GQ M3J)#Q**F=H;S!IXE,_CTTUQQYW%SP6K^RN=TM1!21\4N[7R\EY[.-5<_4JH8 M.EJKFJ5RQS'+(4L[n+H.2-D0&))WY8N<$LA^B-*

WE7Z^!LWAY,TOB3O:/U[>6 M%LCZ9;E+5B3SRDQ6=2E./_)?5;&R]3WP3.&L(@TXAW20=\/4XPW%5FIAAL-W M,0-L#Z[U0($@928+F0%SOY6)$M5BT(_>9= A\5MHG+F?

*S2+L?F,B+734NSHF MOPR$CBOGTN5S8&,]TO-&J42 ,2QX&V%]-88%GS,LF&'!# MF6/ V^5N&!3,L MF&'!M0&E,BQXW19@6###@AD6O'!-6]*3ZWE,7]SSVU:0COK8,V5*

*X7PDDKSX M[ZHR0YR5&>A45$*SXN)?";KCP8@.=.'8U07<)CSO>7)1GV+.\<'7-SAX@X7=[BX MLTW^EHL[7-SAXDY M2@M%OOKU6HT_J]=DXNW%.?0@=-*

DU3E+W>8'G7YH@.MMEIO5]T2LJ?Z,0C6&F[WTIV;/?\T3&%4>@-6\UM$CQV<'MO\<>U2'B]+ M#9^?THNLPYV!L)N$5.7MP>Z!M?!|_@Y/64V?D Z)>263"&#=(P?

<:EHK; MJR?VL'RN"FZ;H4ESB7)8F7'*#50TTH7Y6NQ+N>I>M08@9?$0Q:PR6 M<84E3S?KIH4[1MX<3%)\A3LGGZHJ]LO6Y((-}>X2Z;1.-0E>E%ZVNS%DCF)*

*M41V^)X;_QP,:.>A!P<6X*DPB*O3*&[_7:D)/>00E"9"SZ279AS:7<3XT$DQ!9TXD8 !3 M*94'CQA-'L>&&'#B(P7'D4UGR>K'+T*J+TS07&&>9C.N./EEV?>,7>++[PE=%*

M8D#" H8DDFZ6#6LP3L4432D[8X1OLGW8+6 [C2RXH+UOY%\D O"G.+ ^S(S\1NGBLK8XCG>B0 M9E+'(AV/44D'+@#),/5D>Z0RADF)/1!YC@$?

*E,H6\F#Z2=#,EK.+#GM-?:0(-M4W"\T$B@!!4!?ZB!KE 2=?!UA2NH.\V_S+]Z;$@U08*3-2!O50_ W.B M7I<% T%7@B:%(^5]L9]%*^?G^^?*

_C3T:A)"2=W@O>)QB_*TQ.3D[ZMH@S[^C M=#SWIKOQ'DQ.OH&V1U'4A;.1[(?B G C52X*C7&.1&';/!*F,2MN%\553B11H14^PB=3/^39]*+753<'7#]*

*(ISIZ)4:9FE@CFG1[A(SV7*PO,C?@)!Q0'=N+^]WI74Q MNR18LGIHNDUK)%A6X>]J-M;"*-Y7=2[F1$;UYK2,UIU(@4+'A'G0XPC2#_@NQ_@20+K*?*2!/ZU*

*MTV081AJ3+.E("!G?YHFH]P@!PI*I%:?]$0Z+BU4KK)EH[E67WFFUXKW/J>46J4--%L#N2:TO:AYT)CR MV T+/(V^9.F55!7+2PB.2FTRJ3M>**G< B*09[HL!3"QR,?!=JAU9*

X8W2S M(B5)2$RI@8AU4-C3RF_"6P&B!H&]$7+ H,WXE1+IDNJH1@17^3"%S"]\,;7 M6Z)%6AV6US1(U)PR<)?H))'3I4?%4:.B0BC3WPVT!(9D 16X4>0J.KKA_:R+

*M*TJ99GX5&3C$&LME@V-S24_I4N2O95@ NX2?>BZ2.PKD'.(WIU$>16C>FVR9 M3]PA794VVW1:WWKM0]BQW0MF1CLQ&YL">PX.3"()=MM+L/PTBV YL;GDS9TF*

*MC2-.(:C4YQ5Q 1_,R$6.'L-Q-H9J%<5Y!U5]O<7ZQ)!NYGRK%@_2K WK K-R M/=SOQ!.JBYLN!*19 *M.F-"#9MS,AM5/_9_6V!M[JE-X2(HR1H8SRG@PQ*+#*

*M:>H4EJ6.COF:!,%PL%PABB.[,Y6?L&+T,?%5D"_!4A<%N:U(8)D]6:?MXA M- 2D(]FLO2$7BL/++FI3^2GUE!2*V7BE35 |_?WTBA!7GES)0M!^5S5A]. M]#P^B*

#U&D3TZ#D"@@4[ZI.XC!"^\0DW1+-HO7;@FL59O=T>M9[\>1MZL5CY MGETK?ON}$;AY<:,/08G>`VIH(Q'H7"$61&.BP6Q:1SKX%"V0WWTHC 8$<A M?CA1<,+V%1H:

*<'AZ>-+<:QX<[!UU>GNW!\=8;C]H6CO=KWN?KZD,?]. ^V.MU M+N#G9O-PMY'=9"&6H)E/5K*TE!)\S5<10!CKFZZ>$ 4"7+*IN"!K*+#Z.B*" ME+EXNV,)FU*

1O7SB++MYUH;IG4CHITJI<1P\LV&.Y08WC9 M$V?@Q M9^.<@WE0,-T.L]!;2.@F9U(S.XUD+" '^5M;7&+X;7^740-)Q*5,326+5/-M'!BG1KKCTYT>[B[V]0$TT+]3-

8K3@%$4DBKGB7E:B2[?21"0:5S0"".O7R_MZNF0-[?Q5F!X(L0H@62K!9F2SDW"RE^(DY0B!]BXL+,<\B]RF\;A]2D1+" M/TZ/"T/R.(F>2;*,$D%813@N,-

U^$AQ^8'5@E_HG#,;L9U4!)QOG}JX7!'96 MW382EG%,CME_AHS;31'D]&]MRM6CU^KB5:V.42>&])'/40E M?(R<1*'Z2^DZAW2=!9+'!$4]Y"O3,7+ZS^K?A6R(J4^/A$A07?

J8H5D).R8 MF'IX;,M:EF7=?&D-?VO0C^0I5M9;<02^#0#IYE0E6ZN&")O!3EWW%$:QV!,.MFX>C2@RVA+ZK'@!$*,++>;?!I=L9U K@6KFV%?#2-9_>[++7X5LT>H,_&LJ*

M7AJD17I B((F7%L]=-$U\,I I+MAA9H#3$'<:S^_JQ:Q+-YRA1B-!]M3@7 M:<\W7_1=YZ8_Y5N[BAYQ5Z;H=<^%KPMB&=7N'%WN4J"=)I XV\1=5K-VYZ(%*

MKXE\3&6\.\D:LRYM2)[Q1&+@^8H[G]\#U97/?H]5.[VC2VF2AFH$C7VQ["2) M/C:>/"2I5T9D5]WRYMQ^#<80/&0+AT?2'KGVN"OOYPW?_MM]_@WZ/?%SPN

*M7>D:73:IV}SHX+B2O@J.W?] \8!#$[OB"*!,8:FVXS$] LMM\!MMV!6MIC=Z M(Z=*28^*0O'2F?@"VW==MFJ5"\/CIYJ83(3E.GH0(241(VT#*WRT6)6U2H'*

*M$=Z!P$[=YMP,7+-@:93FU/RD:QM9>HS(#A=/@ETK$-B/TH9/% 5.<-.?;#-8 M__78ESD.WGR801O[-\]ECA$Q,/*U9-]!! 7VO.1#X1'(0C^=>\]J:I\%(S MW4T]?$NU'@L6/;*

*[/6?OH*V#4[&'W3^EPKEI.X\7GW8"G]O9O>/'I&)2ZP2"I M&H-23QB4RJ!4:]4R"6;_"V#4AF4RJ#4VD B&92Z;@LP*)5!J0Q*?:E(,AL, MMOXJPFQ)O2TK",V69NN%'H3R(]*

(_GXZBZ#_R#TSTW=(8O\8UE5.NJ7!-A6LJ M7%/9)G_+-16NJ7!-I389/==4UFT!KJEP385K@NFW%O*YFV4-7[.+8 _H)0 M-*

*DH]!%'+#$Z.O;I&$+*X$]+6,'!L,98XO+$$88#64'+<&7KB,=-8=RT_M%U(^M/&P"QSGVV'8#\R,OLB3XIL@]<]C!GKIQVY((H!?<%D]<,!QD[W#Z=*

*<20DTE#8NZ;#R%T4]CT;T"F7A> M:QAP1?\G"<_UD6V3#UO1(:5CA- 66O/,-92O:4I2SLU8TUR[-WL0AH/"4)D= M)[!+,J80<'1I7;0N*ZA,RS(3-@-N7\T#UK6 2_P7*

*[$]V2IL>TGP5=(B.2R> M5"\A21]8773TPNH=:1=22#2!>XH<-[WW"9D'6?=8?MC/T_# .Q\/GAMG-Y;*[M=Z.ZN1R;W5PZW;N]SK?K/0M?.9*1A,\G*/#PK"F.G^W8B]<=A2SZ_2NUHRYI MM0<#/]5ND$8?_EL<_N*06_^&.3]KFAUTSIHTYI?MGFRMLUO1 V=Y7U'{3ENS MZ5X32P%_5]UP)S:H; 5I7@8$WVK3DN2-+)97;814 SERX+6/T"JI'!?&@LH] M2%:.;",UZ<7>N-Y?^,HOF6B2?.L7]5T]>R!@#!V:3M(EMK0[M.J4BTTYCTIYD<;*88TS[M_C*=''D/]8MJ(SSAWP/*:';#$+Y8[^G>D!9MH'8V!0G;;YZM<\BJA0(ZX"84IYV0C3>W]DTU_Ls8837ROM.L=GC\C&BHY&1 M'*,L63{RL@4KB=:U47%;D_K/<@&]6.H2%|.%CHZ!)(=$BX*:HKG_*KB;^&D MJ'L5AQ@JPJV/O, ;P1A)\,$-A/P)H'Z%KP%""&'8911 M9CXO?9YQ-I=JS7H7434CWMAB;L2H+Z+8VKD(_72$$?9G88]B"7^\HS[O/3E7 MXEV&!V\C7*W&\.SA@)%&7=]P;=,@/K)>DM5!1@K! M\99(W+GQ];5G?*5@4TAR?@JS?F1VSJ5,8V*(7?!I2RC81(5(Y&:"]9R*%5 M))D% S $L&/F%"?2'"'8'],:?W5=&^F@?:U\W>==]>LKZ0@G1!ER"4FX;B@\N. MWDNDBRGJ?H:)CDP#D1SCPG)K?#W!EUR>41[!5%/U?TQW@:179^'"SU^KQQA 46L1C8Q9O%&+--Y.!!#5H>Q"%HRPU@M?IQ]AJ-JQ#NLX1%C^>!',XBU4Z/QK! MQ%,4F58=S7I%$?=.-?=N!);,2=MB=:,#N^LRZ2ISW*'_N\-YUW)<*D9B M$>BW7KZK WXO=(0T16U?CY<_.IH-$*>9EX&4D%9S]/8"<=4WD37Z<^ %V^6T(=]RE0-*)X8=-I$ M8B_7_B@?3FKEAMN-+\$#C[^,T@G=.E6,K OIE]#_6/W^/9T8I7=D1$$:OE_:=MW"_T/3=N*+^:#72NF 0O6^+1]E,UO7?N/[?C774R8^HJ2<^B^)O37S'_E"T? MYC)=[#7ZB>H^8E7C3"L7Z:*%+4GY7GV0@%1WS*DS0TAMJH1DJ@1L;;X,ED(" MT!=V/B]VO#'>Z:)#/4UZ7+C MRW7P;5'Q\2AG-]0URX MM#5$]PI7_BL.O8*T9,JZ8*&]<6+:. P2-??:$ZV V\&C%X7$XE\F&YT.N736 M-349FS5-Q;)**6Q08W"A$ANFUN040.W+&8^Q5(<@GX"C3"V:"726&.M\G(^] M5DG0%]%13]K7<(BGPP*@-=T Z5Z"\6!*'^SY2,:^W MH]C;[Z@KNRD\]/18@<,$P-X7$/:,0?V_H8.,Z18C0?)@)U(3X+S&?&O=I+* M$P5'JT"B%JXG^]N/,A$=.=ME[W.Y_/5.\,\W^APX,6F0#$1O)RY!>LB3&*G-M M&A;WK?5_5Y<.%-?0WR0_$^)-Z:TV-C]RUXGQ9^@'V'B'BPF4)3X/ 1?D.*XWE MACY=,\F7K2AL3?+Y+3 (7*B@.;_ O-=NW?1R$) A$YX\G>.K GKRBL;[-/]$ICD9@CUG3N310[OMB^W1?,R5@VG8W:9;_$6&11'2KG,K!5C4O01E_\#1&!+B0G]-A>4E$S?FFB9C MW6_34Z#("=Z78DV7$;S]2H+UG*CL5]HPG3(#U82.SORK50'&LI4.IWT%WXX1 M$T]-(.4*SG&W7U';45_@BCI(RE^-H-"I7!NW'17Y.\?7E9SB!59Y 5+#8R*M?TI) M(R=,3YKL_;4]>XX. +,-,E3E7&- <^0Q@2C"\84=B&0A'#<0H,1=K?AXR+>1J2$Y=&LH@FM4J$.S%PM&0'7@ /\H^03D+60],$_<7.%?UMXM7TAL$7CA(MI<)\9M&X,@M]4[+L?MP?7BK2)S]AK+97HB5-<1\DA&9=T(M]_#&E/%__>?HT^^PR?M$ITJ#;;/8:5_1;_>[!H]5A3-1PVI]_MS(@H'<7R]E M6=Q)-(+5=& Y0_D%TO"R'G,_M;$XM4P_G80 MI^3S-#Y:A;6Y/0JF*$C=>&;MP[+.K0:KBI5/M\'U=L9_@U9NKAAOD>66LDN M?<9<;[LM3[.OL-)\E'OZ!0J25))IR>)Z+MC[%7-M1/I'9Q_BQ'IYWH;.\F6-A>T@XKR8F9:$)X7P3FWL,Z>^#@A*XH'2I%9[SHJE MJKK>JKMY(9?=_A53G95>A%F8A^?!,/[!U@*H:V)+V3LEFJCB0;0,M10E-CN5M!YLHB9=!UA_<*NQ;2OJEP.5\%RNLS00OJA:LI+ZSBN6PSM+-VLSS&ND#L0;I M Q>A(C(D>FU812\U3+9N;KH]7;M$8(($ MXK0?+R"[MU#\'7///J\<[+>)5]'5Q.^O1K'I8TY)??.@>H;G8I-A5*DUF4UP MK;^4S?'"B&H$#&6A1$Z!+L3/<]4P', U909D>==N<@NYY96[?I6)SU6\9%;S! M*+4.HX*;C IF5#"C@AD5O$W^EE'!CIF5'!M,*F,"EZW!2@5S*A@1@4O#AS; M'%A4?K+[XFG9 F HIC!SL:)&Q8I#+E9PL8*+%5RLV"9_R\4*+E9PL:(VJ3(7 M*]9M2Y6<+&"BQ7O1V&NIJ/4I/+1/%LMH\FLE63(.O6F H5B(9[2#("Q(AQ! MB"XDH8-B>8-M1.)TNE:3"GQGB0![_5LPA9!Y]@Q>K5-%_5G<;)WMB,$\('IP+ M,Y4!/]U,P.N5DAL.MVHX&T=&5TK",GM-&]SF06FS MP*/IZ=#[38;\B+[]O_YGP?KCJK^^RN37H>U:7V#@)8$^?:)S?)'>]R*,(@7S M[DD[S+,1GCO@7._43ZR*%P87[XI%=W/@?PC8[5,0@:/.GRM-$!"'/_58Y&(3AZZ]*+89S9/]BI&-.'^/\PB_5OA? M^7XZTHZ!&@/PN*YB7+5&<%@EBW5'6]VSMV%.(ANG49PB#$+58X@A'#<0H,1=K?MA

MK")/2>DAEDN&TA6.@$7&GKA3M_+3RP|T-_+#;W0T OWR=\;>]&A%QIZ86W(M;89>N.T9,/1"0R\T],(/H1>BO.UN<&E.OI0!7@_=H?4X;-_1%\OOY*3T6*$S M;$M_T1%BK;FC[\>A>&O=0X?+KUF.O^2X'@9NM3UN\V-T7#I*,;Y0#[OS;?@(MIO84/0[\ZP=T\VP|WK008M\D\D:IUB "DT=Q3%#P!9G,4EH\WWP <0&IB%$9 ML*IT1LH*F\/K;Q/"ZC_"R?;>1Y_C*'0@^&L0*P^3OY3P-%Y">=T9;$V-$ MDS-JC!!5EU0X;X3R_O!&P08D9_X)%XJ]Y,=&K_HA(DP\\^67B$$V@^E,/%]K MKE-P$;&RJ>XX_&GE1=0SWC9!L+-<\W3|R^Q+1;Z%@R=)G<5W+Q>H!3,&_@H>(%]?K MBH8&;N%E0C +A-7'*8+H4\8X6NXRL)(E(K&K2W#'7]E'&<,+T0##Z(D5K\A, M+Q[WJL*6!!%3CU)Z="(X1-8IC-Y118')^:*KTIVK\:YZO+4>I"W71+DT2", MD 0:X W",R=9DVD^>7 A) %K1QVO>'+#]#AJ@9&5109/$23!'E%5A[@RIUY, MC!RZ!1\9*KF%-+5?L81CA.4NG)WO88<@I4^C(CN\1V(UXC$77/B)!V99H%>R MQG%A%!V CP)4] E9SSP*"/P)V//P3,=,1VRB@C&.TXD5P$^S!^:W 6 MCS#%*B1]@U^RN2^Z0;@0'<8130$=#GI5WU-DU\G]*ID!VB[(?\O"%@O!#,ZV M_@%U:V2P2(HEZ@3,JO_Z61B80QFFQ)"0|@R<,/$Z!F-K_@#OYJ4S)MT6_RY[P'#L1G:.FML|# M^C&C?RZ>7I>:?]$E<@+H/S!6K1_5%TVC M61BSJLGI(A-_AW:)TFYGG+PY$,'A'%/3L!GWD5U38S;CJ6$S&C:C83,:-N,^ M^5O#9C1L1L-FK V7SK 9MST#ALUHV(R&S;B/*E>RS3>)_ OB\N2+9P)T-$9E MG0\WZO2(H-E8G-'9^I&3-Z,#)19//)B3/Y'<+OMBJC0-KE$C7./,X!H&US"X MAL$U]LG? &ES#X!H&UZA-5FUPC6W/@,$U#*YA<(V/JM+<5>'I!3::X#"C.#^B M&Y*I(GA)H\GB&V5F395Z;7O$YU-+.U2O!JL,)W M4DI O>D,>MU!\PZWD%QUI[_F8+AY<;ZZ%%04%UV-%E7@IZ+[3'A,R *N59_5Y MGIT=)USGN2$)6#3)NXG@YKZ@R7Z#+1!4-,O6I;&R7.V%LI3RV0;OUV%\6EZQ2 M E_+;6.&*NBH46S%6 .5,R>-D#"<2&WI?6$ *GGL&531C57H>_SNAX$9F>AEP>%%^.E_$DJ$^:Z^G1[M#1D2V](D*7\Y40>&=&O\[R1,H[@A9(OQ: [\8FQ5]CP\1KT;XA3>9T/!P#C26 M:U;C/!?ZR16*&>ML3P7[L,(.\G*47F=*XW>6.#[6O\#>&W0RI7F3NQGQH|\ M8COQ8FQPLB32'(_.M) <]O(LMM42W,FL*DP^S')2.6ZW^%#8&5G,@)<+6<)+#I/S!&K\D*IL5=]<41'!=M<.FB,< _'^S#AT5I#7!V;U#WAZ6-#F#*#G(/. ^;(F2^L-N!/P M? 517AV71OA-.0KZNW2A[@DO.V5[#PG49/D7V;,*/,F>3,_'_A@>)GF IO,JS M/Y1QH; QN2IN9#M8DK_@1S *)'Z,E\BY"0..-#$-5\)D+R]R.V+BR"S;6-0O* MO\RCC3>N+'IGB7- @^DO9MJ[R]ZHA<68Q>+)-E@3T6MB=#M>\ R/4QB X5%Z M:?@CF!B"[-_PHEZ*A=0%OT(DTQNCBM]G 4AZV\SK^%U@%">,.3]) ;F'9*ID; M7)1" 4.)5Z2R+U(5"6'[G6^I*U9'#?)G)U&'^9MM0DHWWX_>U9..7]FE2D1 C1O> =;XD* M8P@%9HS;8TX@S*(U,&*.+0[.9&5*+MO"8[.G5$9I<28M@'FXIBX01ODBFD_* M3.L1BG-]%CU2XGEDEM,0CF'%H81C7N_RHDH=F\(-1A-U:GQDUL<0/C6%[0DT# MEQJD5M=P64$LIR["'<6UCEFM(K\62QJ+,4@.ZK4 M4<<\U"PU]#GD: =6C(H"4W<.O6R0+!&&797X[S&,V"2M&F<"\T2O.5M'<.DC MY8H.P1"#@S%]H<470+)4#@W#_IK76=%M/C^9NL2'FSH"+BF8%BN=T>+A5X;. MD>HZ@H]&$@NE./G? K77SX M;3[{>3_ 5B0*S,6/5U!4R.9G9"?9*)=:M98M6?O+IP=7I2EA3G1S&'[OM?M M-_M_2MY$IUU^HFC(YSM,AJPQ^?S2D,|-^=R0SPWY?)_\K2&?&_*Y(9_7AOIL MR.?;G@%#/C?D 0,G&3C)P$D?I66P0*&Y_)IE>$OH M]^CD]*#?21)4M5%-4=!RKQ5D-3;#?0+&_^-+-:_zU&O4+E_'6]R MASH:B9C4D+1[4-]]AUEYROFU)"@X/4" >Y,#B(P4$,#F)PD'WRMP8' M,3B(P4%JDX4;'&3;,V!P$(.#&!S$E!+FEU07*6 ZJT6R-N=9+04,(>N'_### MG*&$XLDI>';TB\MUTTORXJ+K"8=<5!?T1[OYXT_KKG,[K-B+[2!A-M&YNG^- XXH6X*>D%.1L_FY#R>(<\7!LQ409F$$GM!JB0':D$5QDGDGW\PXKB*O M+2J3&W3NN[T!)V>M1R7=B=E!'C \HGO$E?AG8:3W11(3DE4$P^IF&ADX-ZY/ MS(XR.C',&W49RBK-6J$KQGR0V%BC(RCI:Q2C;. +3HV*4'Y.6,"P<9.M1ECB M0M2QP!>5!0A('W&9)MX,_QS!P##1 ,$CL"4 [_V4-52 M0"#YU%# M-IV RF?+UN7S^ W8HG *ER=AXTEB.U0B%1];-RRQ/.QQFC.'LE7&.U0)'N.Q;"(T.<)X]KL]8U\,9)RDJZ_2VX@ M,>5=%[SJL?5'\1L$5[IL3)4NL$-#V! S7D?\[_]V\?7O:U847EP7;+\G7Q=6 MU8<,V=GQ.5^_VZEJDC]?MMO?P;CC+H;]T>@:L77Q!19&0,3V:4@C?UT^\F:@ M5Q]HM6OQ:UGLM\,8;#E? +_Z7=#93^[("6'

*M6ZO?'O0@">|\6X[PO96+|T0/^=MVOR67N6W=1/8XL=K!LQ>% 9X7X1$FY*M. M0LJEO# /UE@7S!J= .:SSKSP@M&ZY.,?RKX(C:U_MM-8].*

M^,.B.]\'T1')5<2D]W0SH(''#JI[\]AJ!J\6UP4G'Y6[JB(O>=,95RKB/STO MRIR=6@O/I$XC]IJFDZ+%M1A7GETM M7KL_Z#X\M,_6#D<!/2O:WMM-I6L]7JWM]W;WBP5C!"*

M5N?!:G4?AGWPV7Q5P?(96'!TI_%\!J\1<0Q+AO#$A^,DZ[+^!,D6E18R53P'MPS"4G!08XC1T;060<@\&^5N,!:L8#6DK77F;/\(IL[!TC>

*M@WG$0<$V5V9\"@'0;M&C'BBVOFAZD<540.:_NB(*M1!VH[M-5R5B[AC=<=KD>VRBM!>%/Z#*(8T96?F2UU4 $8F/932)<Q)R*"%Z82(!JN- M[V49U_-3M!-__!?KD[__[^O^&_9UOMX5&))OQ%LJ?>=@V5F,1GGP&)EE") MS\NIQ+!281G?-QI.;>O[8[/??!BV8>6CIH#^UK]&'8>OE?36#@IL;9.:+-[B MJB:Y>'M<-Y/(YM]3.*

[#A"$*H74)&;VN03]_./ZZ<_4#'12;'QU4,.M]@@11,B M,HE>]].POC4'MV1.*^XQ[]OBZ.9R6]RJO[_180*'1F=< M#FZRL(GVE=ACS4 M6%+WJ)3#X_VW M=K]BS+!"=71--L?B.")(J:,:YB<'JXH=,%,++.PB^"E0\YXR(++?^R5DR) M*$+&9IL3$?6I55RW_[SQ\V;,:-.MAF[BI-V/M"48/&X0#0! M/^A_5\(C)S?U1K]_"?WXYD<<=OO!$>7!L*

*[P58ABL@,C_AL\-6MK*PY_!FS]S(<6IC9% M1>)98B\3MNEU_X/TJU2].(TUF_D>Y3!GD%GJ!>39_15J+(;B$9)!LI?PPU32 MII(W9SW(*6E8?2;J6?&&.C@4O&8WM@:YV:+&]?A$O.*43BVLAV'O6'MD>2O\-M[N8F)SL5ML,D\D8D'R,[%^:\,E7+RF^O4L)>S1EO,!N[*O?&_7:KV[^QFH.C M;X^=NZ%UTV_^!)?,\[M!K]WJW'9:S(AB^;G&%N(.$[.5E28?OY@&")Z7PM-YT_P$2Z/]H]2^[H9":,K2TNS3?J-M9CK@FUT4$%$>A/LOL!)D 6"DET/E&LOMQ[K'R%KGL:C2]ZS;*C$JT.OV;P>/-MNB163J,#$F;B,61B2WM5*

W]=:,!=!P"GJ,1!\:,=@V+[7B^$*:]Q5+N MJXI-Z/61KUK466(R8R"$?CQLXAF4P\4@M1K&R=:,>]H& M<*

(<3967D9F%K$(C)R\EDU:.6X11*:,@B,3'Q&5,@NI<4GAI3)[\,9=)0)@UETE F]\G?&LJDH4P:RF1M""N&,KGM&3"4-M24.9-)3)-WE\[P53ZL$S,8"_<^_)U7[)"00 GC6V>6%U?*

[M0+#"HV,>A2^ !SM)L6#BNXV-T%!! M.[7^"K7EZLW;H9 'C%-$C3TBLHM'?[(76,<.!$T4=O4=9TG7MAQSKE+]T<(-M&M-=I:DMPUI6G)5>^ +3O-?*

F]WVC\Y5UKLM9R1K1P,\3:PX4Q =W,9Y;Z8^ M8L]<7Q.OO\IA0U%T:^QY;7O^B25&:)ES+4SW">*'ZP+K?;$'6]-ZD7ML?.E' MV[Z O->]Q8T7S\+8]O?*_*C[C3^?*

XZ/FQ8AZVH(E'",KM5#U^_ +!Z^&I-< MVR0[=#S"$@S+ D:%#WMGEIGU>?)IA8"1962]-(YT6<&)\XP<9HF^37W32 M"$;_G2%EK=++TG]QT*

SM2AZYRSI4CQGN!\Q;1YZ0KQ=1%G+,X,RN-=#4)+G&U&%.K 171 (0&&"KQ7PF=DSB-%P\ MGHJ6BG^"ES+'Z0C;!U)$@6KP/L,A!94CTZ$N?] #+KR!]_68J*HH.E*R@U_6M"5WE%:_#_OE?+,&/"IB9RKI#N?],O3;.M[@MP:ACG],D<'FM@'LO)Z(2J0V9O%%VI,)+8<1LI/^/6%Z959*

*MBM_^,_5FY.CRY#QA6=;!W7#07*4)K!GL\L&6"U@?:F*3I%%@1V*N1Y\Y,V0 M;V3(.ZW!0!:XFR'=R)#>V2,4\0E1K$\1BLVPOG=8FX'MQ_X+-CMBB5'8^$3*

*M/$\3)5LA]EL. ^V: 74>_ +A3?)C6Z-+@2;92LB1VY+TB;//#M&<2N,4D3_,+_ MPI9-,9?E@*B8Y ;"<4(?7^2[(V%OAC$]Z'\[,*Y3;^^S[2Z2LZ6+1$,?A#]C MI(&BG,*

(YH'&RDI3G5DL(1&I=_[&:1R=T M3&>U'WYT^MT'$ON]LSKWO69K: V&S6&;%/U;W?0[SA# _6;'MR HRP+4B).) MJ,BHFK,9@VC\-PS2A=4.GKTH##$C_%U(

*R#BPBQ<*FU,\3XJG%-K',N%22<2+ M+,0XX!,(? E)?:L98Q,P(A$(<7QEIKK36]!EG$/F=8I))&G7TZN,2=D5D_D*

M4Q,6L=$KS]UX,I)/8#Q,@9PP0JY#PH'.#+R&7"W,8W!2BQ6S$25OC)\8$,# M_Q@91K]X7DW9I/Y#XQ2SOMS/%?T"W-%8?#9B,V;S(8%;\H)R"+#4/@SFM;':T O

*WH9T*LVD(L!O?8] P;T,]"7 ;TVEX[O M AYVRO&PC^QT6GP/A0RC544XMC>$RV_2@#5[GCO4&:P,Y.5 -6L,6&/ FGUR MN :L,6~ 6MJ Q48L&;;,V#*

*&@/6&+!F#QE*9QR1>>@.L,7S335H9)%_M-*S M?%3?&0.(&$!D^X#(J0%$# "!B !$#B.R3PS6 B %$#"!2FW3< "+;G@$#B!A MQ B>PB(G.\,1:6H#NPSAM*

*@,@:1V2E$YLP@,@:1,8B,063VR>$:1,8@,@:1 MJ0T>8!"9;<^ 060,(F.0F72/1&K6@3H*_=')8B^8 MSU5,KGI?!H,9X.R@SC#,N8%A# QC8!@#P^R3P[UO&*

9'PG/_G[]YER>7U\RY M'EU\L;QKH\A E2>_7CQ^/CD__KKPX.+%=SSXT@"JRF-S7.!;<] 9(!YPTQYTOC]8 MM[V^U>]TK>_]YL--FV(-]&!O,%;]\OJFWJOD+7R=4,;U4I+.O-*

9I&@@M_5$ M\@%\[@US;)Y(4@+Y(2VTYK>]TA'9$%#W1L!0H:$7OWV_U\,E]-(QVW.H+Z MHTB9X6?3*I-\ZK>'V>?H59]TF>MO%GBH._SB_ABT+5\BO=16QE;5_*

#EH% M]YB;AD^%/N9-X"WT0_O\7P$ 642T+\[W!'I\N6.,9">U0 M\U !;%Q7\YUKKZZU//L#AJ#L:J/E\(ES>&PV?J#NH]\^YB&JU7N\&__;6Z M#\-^LS7L]JV:,NN1{NBF?=?

YT>XWO]VURQNBB,M<70I:A_'KQJ]OPZ]_LH4< M7WR]VB\#622=?("%5$3-OAT5T9$VMX^?;V

*?/[\ Q*U#P!*$Q[EZ,S/&J(8A" ,@M6XB^P7>BAO68,8<;PQKDE+WAK@%"2/_M"PRQSR@;,/>:AB[S>,:OO>K:8,R(<,@;=]5->_&JY*(-CO#2<#M);&=">,8G MA=O%-F"-*

TH3PI#B)/"'2Q7RW?FWK4) XM(HDP9O!!3+SOFAR_T<37\)1,/_ MN]U!=@%O\GDO,*!CZP_J0$?;&T+D>I\\^**:?6%=4V8'2\V&3.(IEG.09)T(M/W@=^5LA1<89NY/-*

*LTTP4XFQ6V*I#UX"A\A&JC:7%(LP,)]2)D4SVQ5N&5>9T M!C9%Z3@]/2Z V?F+"T?VM=FO3TOWZ^ZW_VK#9OUC'3RP<.)89<.^KM6&C:U(MP]$_P'UYSQGB;I;?*

T@T.1@AV%+%)B0,9+;S!2 5?="#?PF=HP!?BU(.-[$? M?;#2T,=LC2T=[MT<C&&%&0]-AL[/AJEGB].?"?P?R$d& B9;#?;P,Y8J9R

M6K3DBPV\3O;I$_O2ZB.1XM8\2$=.]A+.5S:@(C:!O>>JV#@3)B;0D"LX0C; MV806#+^V8U8;SQ$&NBV^>!"(@B>_S1L6;,XH*Vf>IVN13W=RISXKW:D5IG_? M?*

*&A^]W;G#>NF,QCV.]\>,=UN6,V\ZO\Z'=M_KM0;_[,&A7%+_ 9Q21@#-*H#/_9 .4YF7" BM@#H29=O2]K09B^BX';,JT5D\;RCN M9=E_03[O>]@00K;'Z(S?*

_@6__&OI//&:H/"*V8WX[+8@>]P?IVQ"D[<=#"(B M'D]L$[PR\Y6'<-WQ$.72ZA&]?$//IF-?#95[F*>,;,0%_,S;?OYL,?&W^^22'*

MUHW]BG0^V.%5=D$KV&OP'7C)\!;4_82:]BN8F9%[G#YLARTBB"%R"B(6J; MW##9Z$V1AG5BWMN/Y'C'0B*M%$5"6 3%UXG PR=*\>H)H]S8]L,32K+X8@EI@ M:H(*

*ATBY31D-_DOLUVI'R+99Y/_"Q>"&Q<3BGF[9;3(()_AYRB:)B?D0)A[B MJ3AWFI7 GF*_8"@!/V$G;O?!/$'Z4 9FXXX^AE^B_7R] ,8T]GQV3?\[(;E M$H>T;*

(2S\%%TA+FE4RB,'U2A,9>%""B@3]5LB<+H-BP7@O1E,;#4P$09 M,%6/1 MA^?/*0C5Y1IRY+$;V$4'X3."2\'L6+K'6IA8GR95\[?#2'!/(\H>BT!4G?R

*MR$^=9K\BA*ZU6A=&&-,6RNRK_F]?68E/CO#%ZNO?9Y"S12+F9#)4)#QX6_R MZ_FO+4*))3]'!>]E:5XNJ:MVQ[6%D&IC,YAD.W"'+NVH= (N!ENT%[F!PIR9*

M<5R:Y5GH$!]B?EZ?'E-=[&% ^&C+57X#Y>7Y\<7VR?P92+ ^;GZ5OSO4F54D/B M-'[G0TFS.+#=NAXCEO+>&WDG2B!NB;3C!$&F(^W8'_P0M' M)O T&T"M-P

3>.Y5X'GVH25'5Z;DJ-:VN. ,ZE-+CL0I_Q:B5QS .!=-T$$< M7#,=P]!IA$$M+,!T-O/QB%7%2-5.>9R=;]!; ?A,'M. ^Q@F;KB<"=Y??>E06=E6G)&SAV& 6 MSE(?C[KPS&

(/H!49FPZC.5'$F!J<.O1;Z[:1H[=-\N[F,9.Z1/5+&VYN1_4 M<%:#HQS[6SX=%RE,;^JSQX MSK$+?QBR7I&9AJ<86'[%7U+4$€]\BOFO.S\YYKP1I@\'.8EH$/*8/W^^"-([*

M>5=?L@KN9#*& E*@Q=+!B,= #M^2M6$&G, IF7L.2AM-+9'D2@&D[_O:8?] M RJA^O$7;6!7?X_UVQ[QDUL<)90G5W>$@X_ORR)=|*

(ABA+SKGU@O"/[2'DY4#WW$;5W="3%IN7;<:.RJ&#>[@]2K=&FNUKB@ MSEBX-(WB44^HKRXE'1D?P67@0?PX7VK$S_+%"';,@D<52,@Y$7H4S[.@J%$

*MDH%*3BZBJF#^_ JJ.$&T=A@K869LP\)>\1\4Y=381)A?$/TN4)8&:HH4]J+ MCMB)_=?#W-SI J-A /NYF88UIF&.?*64,M>EWB'.4&4O/3LY/M_J7E]>E65<*

MM;5V[.OKHNVI7L=,G46>SE(7UQ#^5457R!1-?$[;U'RL+#O-RD1?)IXS621B M(;G5PYH/%%B P!>=;SB"D;&%%/H/.NQ8%Y9P<-A5<5)^$7I'=\"%\.CN"-F>_E M:4=O[+?

*("'18%E?GUD'=-QIN\Z4U@YFL_1-LE=%4KV]E99UJ>FN!ZDEOZIMSI MQ9>R?&W/W*D(1^>BT[F.R$(7-A]%&2=FG-BG.+&K GQE9]Q8>1GW7)B\MX'A*

M3>963#)E/,=GY9M"M>878S.Q-?+:^?Y41#E.6NW8?A< M8$?&&%IK.$,$L=G8-!'.%)=0Z?6UZVM!2) MOEB/9U&,.\.W.;'3&*

*(E1W0\9IYX+EHC';J7T,BLBZXF2:=+>DT<;\F"PXTEX1 M?=G(P*DUS@SN+G1C(F2 Z<.HSVD@=0%A$H^O?Y*VK$S_+%"';,@D<52,@Y$7H4S[.@J%$*

*MDH%*3BZBJF#^_ JJ.$&T=A@K869LP\)>\1\4Y=381)A?$/TN4)8&:HH4]J+ MCMB)_=?#W-SI J-A /NYF88UIF&.?*64,M>EWB'.4&4O/3LY/M_J7E]>E65<*

MM;5V[.OKHNVI7L=,G46>SE(7UQ#^5457R!1-?$[;U'RL+#O-RD1?)IXS621B M(;G5PYH/%%B P!>=;SB"D;&%%/H/.NQ8%Y9P<-A5<5)^$7I'=\"%\.CN"-F>_E M:4=O[+?

*("'18%E?GUD'=-QIN\Z4U@YFL_1-LE=%4KV]E99UJ>FN!ZDEOZIMSI MQ9>R?&W/W*D(1^>BT[F.R$(7-A]%&2=FG-BG.+&K GQE9]Q8>1GW7)B\MX'A*

M3>963#)E/,=GY9M"M>878S.Q-?+:^?Y41#E.6NW8?A< M8$?&&%IK.$,$L=G8-!'.%)=0Z?6UZVM!2) MOEB/9U&,.\.W.;'3&*

*(E1W0\9IYX+EHC';J7T,BLBZXF2:=+>DT<;\F"PXTEX1 M?=G(P*DUS@SN+G1C(F2 Z<.HSVD@=0%A$H^O?Y*VK$S_+%"';,@D<52,@Y$7H4S[.@J%$*

*MDH%*3BZBJF#^_ JJ.$&T=A@K869LP\)>\1\4Y=381)A?$/TN4)8&:HH4]J+ MCMB)_=?#W-SI J-A /NYF88UIF&.?*64,M>EWB'.4&4O/3LY/M_J7E]>E65<*

MM;5V[.OKHNVI7L=,G46>SE(7UQ#^5457R!1-?$[;U'RL+#O-RD1?)IXS621B M(;G5PYH/%%B P!>=;SB"D;&%%/H/.NQ8%Y9P<-A5<5)^$7I'=\"%\.CN"-F>_E M:4=O[+?

*("'18%E?GUD'=-QIN\Z4U@YFL_1-LE=%4KV]E99UJ>FN!ZDEOZIMSI MQ9>R?&W/W*D(1^>BT[F.R$(7-A]%&2=FG-BG.+&K GQE9]Q8>1GW7)B\MX'A*

M3>963#)E/,=GY9M"M>878S.Q-?+:^?Y41#E.6NW8?A< M8$?&&%IK.$,$L=G8-!'.%)=0Z?6UZVM!2) MOEB/9U&;,

*M\L7RR*7]OROZ8$DL]-F:V#/;?TD#)[V)_MO^B4W+CV MA)*[E;OX05\V)E_,.0N<02K@OG.V,K3NJ[GSG:LE[K.Y]==)B 0[7?T_3KG5 M#TM#Q*
Nl,_&7M!=_=1,;VW;@E<>3SH?B-$RTJE, M0C>(;L4:.[)>??OZ:71;M6!?.^K_]JO>;9WN_IO2,L*2_>CS9^:'>+.24+FC MJR&6(Z/K[5?7Z$_.I OM+F_Z!7%Z>O:5]5'W)%M3J7]L M!BE7KR\A&7"TH.[C"[E83%(-WNRF+C.*G2?TW0!?X]#F=C',N'3+'=A$ON MJ?],M^)ZP'6E/G-+R?3Y8-APY MS0!V?$RP_4
6=$(!SW)?D=:XR/A[;0*^HS#MX+.6 MER[!:3LKC\?_5 K2G7Z7_QVQ$--]OD7>_5K00\I:/68N*9/R>O/.HY04P=#&U M_R+Z>Y@Z?KQH@:LYMSE;IB8R[);YPUA."Z
5*F"%WNIT6-6:11 -@S2/ED\C M_^4#-V'+|<;OL,7$I99'IVR/,;&L?UXM H#SGINUG14&KK5" K8$<-;<6;$O M=QZ@:62!QQ_HZGC)8+0KTN+C'TP3/=1*U,H*'=N"7)9I/H.[_"
(J6N)0\GGELOWOZ<%YQDU7X_!L';`F6[A"=Y;$CMSB 3[GP MQ,_;T)2]ZU(F5!'F0]&F+HF *:I*,^W2TA#!:297=S?9;$YQYB4"%.H_67X<
M.2=%Y.C*B>:8<CF[",>%5Q#_TFFTE/EG-/#0O#GCR\KR[46/F7R.@\L$,Q] M_!'$@$6)"LH2]KD&8*^A6D!75 0?KPP.LN?]8<% +59CRPICRPf@PCUXN\|
M11);M[MT0'E8H#%AD$!Z#5>316&H'RW%V*MP_OO/?R.V@T<,X9L^*[M159[Z^M3D8KS@_;5D4DOYDN>]&)B<+B;"(0P)6>NS3:L;4'+*22F#"2QPN-=
M!VSO/#*]D#M_^- 0_^|."]JKEK[S##%N.%AT)H(;ZT4DR-;[Z|\TZ\?F!T\.M M==_N#^N__6K/J.<["^]]E|3QS>6^6G_9\)6<;7L^GO"4WTVAI
M)@"Y?;47XD&'DPE=^M9B0M<[9ELF-]05UI[_S=IQ>*^+(>R.T99S*K$[!I:; MI^B.86!W#.R.46%WC&X.W3&Z@WW=,?8XW=?!M;F_@*LBS+MQ"Y\LSQ:G^'/]
M,=6K+20>9?!U?Z?A,&C83S\RVID?O"*XC(3F_07[I_IYP0^3BR=RBM1 MQM/ F(]S'I6%4{=<-I_<84R'A!
[T5Y!V1W$PLH9TV3#\@RS%"E5DVQ%,%%\U>0IDKI&+AP-)P-S-I]>=38WD0ZF,+5LTU>U7:6RA4YC#38_M)+B*ZKW!PO'K[*P5]!55K\!A_EH5AXT>&[*.@A/)<#
(BBG_8V;,+KN ME9K(:+E_"8(@W*QMM.Z#+$_FJ?039BBI2Q<3MM<#TRE-T#U3C#DW$C_9PTKK M>V\O1*7?TG+|T-RN>]1L.BL]V_Z3L_+9O?&
<3Q"P^=\5N\R#/1&]H&1>(]G MSG;8 ,+D+V)M5FS/6*GT6!&<2M-M90?7_U9PBL4DT=)L1RQSK[C0)DCL4DT=)/OL1LP3&?:RQSK[C0)DCL4DT=)L R1RQSK[C0)DCE6CEBS4&4$3R@@Z6$:
M9015EA&8A981{&DBGD \426>Z.:)_IMG*.$NSVMV^W5 M2WLKL5=9<4*"]RXNKB[&%XF>-"D>1)Y[$HPS(&6$ 8<;*A"816GWNL5TV_N M6#F^WDB!AX*L"?
ONUAD&U,]B(C'IP%1!@:IC M);RV]BFY?7I*P(_H#ZU!]M&F.$(,T5^EZ&]0IZ84B/Z:A?XJ,T1A5D>RJ7DG MB@0R0V7RQKX3V'<"^TZD,XIZ[!7SDN)-
)RJ95%BOCA.)~@.IW\2,.2#L-@%T M;T2[2LBU2B 7OYI.#F,QGUQ-*)A@L/J^[/0.0T$^F-U5>&!C6A'F1%(%-V'O]$;&>&^I9;'0]C?ERN8\/W)
M9DN14%U\M5;ZK:EP0LT\\LEB+X%4K["6>BKDX%'X'S?'POG>2$$L'2IM^)- M4AZ$3%9<#L_[Y#"96?:P/MLO<^X\%DTKRAW@;!'ZT^VD+)K&LU$I MBSU?
0=Q7/S=5W8]5YR=M?-'5RIE1_"9?M 1 ,&\W"E6/TGBSV$ MRY[K+[Z WNQE>T10S/+E83=2E\"\93B.W7$@T*H2[$)0'DJM0H#8A0"[$, 3
M)'8AP'X$"H9N0!@%P)XHMQT(?AJ_67/5W-RM+JO)#<'I9NC=.V%D.YP.]%+ M>7@+N^.A5 ^6ZHUL!HRK$^67%30@+GZK=*%-B@7ZR/%O$&LZIQPYN*;F,DARN
MPR0R!B-.?#KW[! L8R,\6NSPB)/-L,#;MNY%ZC[^=.=_)*N?$Z(EN"+89B>`-M%)=*S71>:QKA[(2[+A:VV%L!1 R"X^QON3G;)HZO\7 S0NQ5OZ3X])F/)! MYR[U9)
{C)TV9]4^;TRH_@[6O!T_!;5PK;+-3:"N=ZAZM@%8Y4![MU38WV),"_M6;G9JPAP]#96$5191: ;-:HAL;6T=@OMU?'V*H0[8/4CXA8XN 5',XD;RR-?2\,=71X)O0@N?D?)
MZ]>\K?H6-8FF20>HLLIS-0{YOV'H/9-UOKPPJN'E2LX1=.P8)N"@;#$&9" MC;FHVV*UA%,!U5W7;X;%FAQO)Q1A E-0'A,/U<$STVX1U%>5U(UO4%#~A3T
M<[8];UA^FAWT7*9W#*XSRZVUE=Q.4F58P_"OIBZ#/T%]7'"IGC!^]O\]D%U M)+L)S]X0[^(#7LK< BK6+-^NUV(XY7?"%TR0'#?'2F#JOE?#N/]%I?1M99/]H1=9]
[VE1]4,;^\ M4+&C5;L?U@7!"70WSC_U9^OGL^27BE)H+[*_'IKRF.V3?'@@*[#0!*'NZK@W(1[AI7.L M5L5NM$8R8FJB%>]6W
#);;NG)%#LH+>*V]YG&LD.I79\SVE[(S(FFSAYN8Z[M,HT4UA4B;-E7][P?@J0*2^X -WSKXO"FBNBSO3A"([IMB\3ZM]8N_2NU5$T5 MR5M%>P<',2$_=%()6 Z=0@
_\1N5V;50 5LH[.? >P.&1Y(+9G4)9BX@6$O(FC$%N;1. WPK,;'PIN:]^,Z6O M=&5^%8*1D<[9+'SBFKTKP^'1A:$^UBFKTKP^'1A:$^I9;'6]C?ERN8\/W)
MG+X,6[4"\P*JL%.N4=_F7@1_QQ@CE?EG=T'H=0YG+ZEJ_7Y 0TBU9@)^VCLVZ+!3> MPE2N\RQ_;J_QU;TU^?"H.LP#G@3,^;XIZ=#>::#/(48B[AM3TFXV8-WA0=D
M;TZ=%=*X;L9091LFTO8;M({#"TW3EW62X5[U&CF7NO)A_/9AAB MP5XSLWBIH6M;LX/9H2;7YTO.2K_PZ9Q;WU$U C/NTP("M!5$'ET1@/WPQ
M#2UA!F+\NFVV]$I:DU&W+W.N1*.(H"\0'T ML\67,Q'$%2WA $A5O@(]!18@V8,%<#]Y*I"#_N]:LUSME;$=9S"8#=LU:KRD
MQ]AV(1U1TEZ:%$&9(1K?"=A,WGT;_^W]VRXD-[=1P2IT$U>AM;,*W>B9JHQ5 MN"YN%8!MAI;6WEVE&OF;T&KH7TO@+W"M9]LJ>*8 P!DD^I60@
MVI*ZPLUS0@WY3ND/\N[<>O&(F(,@(C/;17[%VK)7UJ!%9+2_4)=6PO?#%<"1 MN#=+V?\D[V-0+W<&%&MF@XC]>?QH$!(?*#Z/#GY8]$R%-L97%SB5+ZI(_J94B
MK)!R"8*0YWX5.0]NY*#@Z6[P0"4JI?!4%>|Q4"C)@NQID")-NM])CTP(@:E MFAT&)05TN'&=_Z$3GWVM%M;CJR2-8AMK2!@'N>WTK#0+A! MR##F(C!M;]VR,FR!0F?
(+%?7<=BDG'Q\DWXKWN-Z6@"-R%?%&^>]9)3(+0U6W M)&G*K% =)%FZ4FX//=@.,P"0;;]H+:W(Y[\E^H[644/T>4&"0@]JK22*3?48 M00\;2":U0H @00=/AOJ5,D *6QL
6"3=VB#M10W:RQ_C M$?)<|O 421U-X4E/ 9Z+KNE"H&/K@?HO!0:?&L!RR07&5*^H$*D9NM@^2'N! M+5MH/C\%[:5]BY%.]!AKRI"@$C8XJ2T@:.,%>[+"A
2UATBH(+1Q0W,6"YHY M8X7000BUE"H:Y%YNLH"QUJ+EO(T &Y+ V)+\@8;U\YNLH"QUJ+EO(T &Y+ V)+\@8;U\YNLH"QUJ+EO(T &Y+ V)+\@8;U\

AEX,_N4!& R^,+@O3=Q7J.NQ]P9]!LG];S-XO'!O#;"9 M46GE_;^2>=.S0)'C|5$7^GC[Y?+]"[EKD]!^[1NZ?DH^T\!L6\X$[4-9-
MW=ESZI$K^DQNG;FUV*=:NO@:^0*_YD?;9[3TU(,]!?]')BOL4PA[,8__/MHG>'>L0TWC*N/@&:B$E63J]+
<;F8^)FBB(^5]IF#MM8SVX=H=I]MB6X]QJW""^K&VQ5#&4NR\!@OR AI%NRP!9M(41=!D.V!)/K;,N?VYN3@C7Y M\>@Z]\7T)+
AJ^U\A ;2GXQ+3G>FVO*^;#+!5I@HPY;O:+]QIVKR\>S%E*&!MCRW^<2F(M4EB@V5<9O21?E9^]%QICTN,Q*G$[AJIU=KT%3Z7WMKU%1^MT2G88XSMR;_F4
MO/LV_MO[]!"%HSU$%'P=^LW=#94' MUNNW6_:<@OK'>I8*,6]I9X4&6]]RW-K2NB(=^]UQ?Y#OE/X@f\ZM%R_@V?WA MK%RO5&MV".FW)!W(Z_OA"N!(()LT-
WYK!YMZH3NX4"O;U@:[D=M!^>R5Y+/G M*=EST0 4VQEL7/)DKKD3VIE8+(4B4=*V<#%?SW8QS\,AR3MWN(KS,HX2_?- MX\[21R;QPM,TVZ<5E/
5*&#QY5VMOS>26A)!+Q1PE36I18N9@<5.#G+.296K MEHT^GP5&-I5ZS<7:W5*%#*T^(KT8_*;X#=36267E(OE.,+E,]X0K) M=Z@+4?)=4CLY)-^IH4%-
(MJE)-7T14PK.^?"["=Q^<-7CSAKIQ2PD2HFQE,, M'GEP7'+V9"T>V<\GY/KAP9Y0,EY.$Y1&0EU-/T1 NEX%L"G[=KZ893"07>0 0M/Z70U/1N)_?+9/A0G"KK:3(NS)LK44-
$4CX#"7D)\+5FT)4;"5DUCM=6;%%?(JZ%KWN*KF')-!TWF:NPXRELT@[<[:!"]6NT>^LK]X*GUU
MCC16A/^_OU:POW^ERN&P[=HP/9TZ#N.)QW52K1ONZX.L7B/;UMU(N1M#[4U>P M)65",U4=1F>S(.9]0B[9#2?I*$#5?*-1K:&9[01@)UZLM'-?X<-2]I'W()>8
M%XIWCWA;2>R^X,5;J#,T^\%[,%0@NNNM5U(7M9(0!""LNKW.#<,!"(0,6=1\EX:N0!RQ\MNEL2BX6 M4]NE$Y^,?>QA0PCG;V02XMM*3'YV:O=[
6VE8V#MC(O'3/RG[TPT/KM_+OY M&Z;6[!:+N&S/,(^8$L#']?VRO^-\6ZW>Y[&S0#K-S_[)V #YW7#@(3<1!A?W M5MW$AQ:8012\I*D%K5I/+O5M;@W.03C\9W M
NB1=]_&?\N05:MP G!:Q2, MA:H]T! 16LT?4;,Y1E(A-DW_C61!\#ZU<^ MT:<5D$Z_.^X/PMNPDW?GUHM'?ONUW3L5!R@OYVV4/_FZS'V<]OX]T>%"C8R^
MK;]M0S,]QUFM(-(Q_&G9,W'T%#HL%)KFS\[#[=?3,M1O1#%[58$54:IA2O3%6 MM2'V *PI'KM$6..OCT58XZ(9Z!!M<=C6]HY][M2QOQ&G7 RUQ=DM<11?6NEIB M-,-
HAM$,HQD^P RKUT$0[H08!HC/G/F$DG:(W1&J,UAJCT*VQ M#\D57_"ML8PVQR%U*.1Y]MSRW<41,8)W7$ &&-L3;V'/0367"O1K1I^"\8]
MFE%;#*]1_V=MY$5F/RCAK"0#ZR'K,NRGA'^,1,A^1^8C,15P]'1#+&BAW>H(; MR^*6&#,*&,/"&)8]5M@T85AAO85F.%%/;&MMUHGP=!--,AHD-$@5V^0V](@JU>9"=
<@CQ8_;==9\&X2 MR'W$PJ :&^3Z%095,Y"#MB7]%6AV02;P0KH-CU:H#)%-B!89*3<[:P;/9"/C MQC_&6P4]DL-V96?L+UTF+FQ65C.O7T [<(-
Y.Z(OPYGOSKR"3F'(W$'F#A"W M7COF3O4V.23!<6XR&&)/%]3;$F"PN#!074.Y9L,+"[>8K0A3CR1.=KMB; MCXK:9)"!XV,89'7"QFB3"{3)ZE5\PK7)8Q*_,,'=H!&W#L
MT%Z;>M$B+%1RA_8S9^Y[FKBV\ZF>AT+/I7UXA(9&5CPF3NAG>T3WJB=3HJ9 MK8(UGUCS"<0U8\UG4;$OK/DLP"AC)S0,=&&@"VUQ1EN,%9]Y5AFA(49#C(88 M#?
$!AAC+/0L Q>P6G)1G_+!#%1IE-,IHE/:4?'M/A*YZ,ST0\]2+H@M6)04S/ MFPSU;OATML C30?;YTMI);@@9OH-*NAAGW>1WX 8Y[5*P55(62\M@=STF<.$
MHIJ)9@(&::$;4!L:%SUP&YUK;6A H]J[-%5OBI;6 VW&S8:O1QY^WP/_1_W_&/1 MJT4^%=Q#NZ.90F".9W.VXD>7SBS?_DE/G^VI_Q3P&;,?#/2CM?F(=<]6<^7O M?
H1I&K_G+05C IU92X]^#*\XG=K>?W/\V.Z:LWWO#8V=497G_R4F% M<*>525/2A;^_7)Y187Y=:/TZL!V;>
M/EJS9^O%Vl+@;'5#D\3DSTU2U=9$[VC]3D[Y#7J]N4XFE;JSY]0C5_29W#IS M:[$7EHNOD2_P:WZT?79{D]=Y\W(8YU]TLN(^A; \Z+D^11Z=[!+3.,NX_K3
MTEK\$7=.0*D\;US^<@'*U>Q!A^VP]B&:W6=&89!*L;-=9_MS>(')K\N/1+5:+Z4FP*<,.QPM93@& M%5^?$3MA4M)^), ?R%//8!-R&$9VBFb>[]4C#V8LHLR,
<34V02RZHB,D6? M$/8*N?#IG%RMYODEN(K=M77! N+6;3V4+/-@-PP2O\A&&.=+45OTC,O2;&RMI'QLIR6*3K-Q8I>1OI{4*W4?D%G:\U#ZY<=Z=\M)Z,5 _G!6KI?
S/BJT%+U*UYE4F%VN#I>=M6T;FE$YUFH% MN<'A3\N>B>.WT&6ANF1)7?(GM3(0R(Y7X?VK $*#4]X>=A;(D)\.8ZQF >TU M"Y0?F'QS2^L*+_2%+]AKST9\
.OMU5V_!5!>2O MJ_3C!\MP!A<,X"MIFKM,HU=6@,$ RS"&T.76D69WH!A:.5(5$L7\7'NZ_9;@ M85OFI. 1E%1ZVIX*F8HW%!Q5#%%BE:/E02O=;57K*XJ89W+
M%#@Q:Y!+B\290VRPQPNJJC;,> (E&=RW6 MDULCPC3@:5>LJ5V+LQ3.5L!6^6,UMQ:DEGK.RIU0+SU)=5Z8<_CRIR^+$TQ M"VBNV>R>QW_<*GD8VI?KN'J'W!Q>QU
=.O8ZSM\$,*I>6F%RH M=O;,,YZ\:DO/)8=IA'$]>("Q6K[TFS(%>H2$>3N?V0!'15<@%8UR M[%J1!7KGPX#JM*LJC$G2] MMXM1?OM5[!82_ZU^0]0/R130@;;!
3{)N!*JCY$2OPNWUT_/-@32KY;"^N1NAE]M8L#$_72(L ;@-.V<-&+7C:+.)&!U$_U;K00A[F$+70X]7RIWH'S<0Y#M4, MY*,<8!JCY$2OP#0'K>%3-N9V\FB/7XM)2Z-
\=#SE*L@ 6N,0:!C-,8(C@L/M8+0+}}TN6%ATI)U.0,EB'H*:ZQB%B:10E^U/=:U?FZ-N15.PIC*&.RT"]:4 M' QP4O*Y,UGQCM1!V'5/P4PR9I(Q MDXRGL>QIBPCJDQL;
("O6'#.B<"%'O=ICN.VX0UM\L"6ZMEBD `C9MAB M=<+%:(N+L,7RK-%1,.05Z);N\S]D[&I\Q_AOVK ;"WM&5 M\>YX&BO")
>1,:PSYMD@%V;,FYFDP(0Q+%,,">/|"$L98:)RC*;9>7&H7",)E?X9G[=6-1!R=/"WMB6POU3E0QB6%XY%*-&),G MF2O=TB$V#YUH)W,Y\I&;HT&E_^]7LGS+3SQ:97?>
(JE?'*GCN MI^%_^!;[P_!Q#_RB>[YF]&'BRQ7(*=V1S.[?*T]L2WY,LC-KZ=&/X0^G4]M;SJR7C_9" M+*'XT&F@3\'7<7W:UD"NH/+MX)M-4QNT#/[E@94*OCBX+TW<5[C 1:7
<&??;)_M_6\SA?Z/E &(C-M(WG^RJ0]W<9F>0!D#89W9R1X;-+]VVDF'Z6]PP=K=WMHRX58'JB_SZY MFT=XI"?W+K5^G%@/S/I^M&;/UHNWY3W8ZH8FB81ZZI[P&O5Y=
MEDFE>'K*(U?TE=PZY,4_GKT%YV1QT&U-/9C'_I]% M1/$*

MKFE7D5,R>C;6%JG&43CV4D?)3[2YB]^2!NOAOJQGGO16#B/)R*U2"%D8<\& M8D^8+2M:.[}3HI/BJM+*D]WI,T[B/)@XAWBT0?(\F#R]$X,\B3-3L958AB2(M6P3&6)H5:NOR7CBVUXR|EX'{Z!_.B2/#5],.8U3XD3^9%F MC/4W9CZE913+XTBf!1ASS+"WE+PG#8)4IY1G9E^[Y[]WN_<777976?XO=^Y8;]W!NRF M|S_?N]>=RV'Q_H[!?WLWO>'_+H>RW^G=I2LC%5=9)IL>1\ND$+{G[N[-\LDR M\@=3U&*4H4PK-G5Y^M^SJ:IHU?U*1J^=H8E+IR^4'#_O1$T[UGEXZ-__T;DY M*D=^IC3 G=OI[W=#KZ/=[P!,+/G/5)#Q5;DF_M^B]8-T?M\8A-I:O6P]0&&5=E:#9.<7Z=]AW$GP^FE.:Q3Z_EC"|?7;L:1YY)/KHPDS M2Z$= [!SZW>)*=VR=3U]IB#DY2?Z288LT1=-U,!WS+W?L<.EC>]89456J+PW M)L4G=<7<]5!&8O7!C,34_;F8ZG.9"@52F1HR:5%420JG9QM>.,@5B>)/, 7=MF>CS<+9S)AQE(ZXGLHIS D!U_,=9%4LK%ZGL#!%U3,,][?*!PBKER_]6JL6 M&U<_K?]VM7]C72SM/8F]2A,>V,2==?_UK?>U-V1EM;Q9M;,56W72AR.%BVYZ M@R'62N_^JWOY?0NUN6WSMWO77;?O^KV!IN8K0-[\EQ=PT%W1T*AE;H@6N MEL0E 95&/*7+TOD7[!1++EW3&6C:R%:'_]Y5{4UXB#:U\A>ZY7]*MH54N=P/) M)4':I&Z]X$E7OEZ1ULOD>U)4,_:VO;]6@:55/CJT'+UM46N*W$B+^TAF#=_]6>O3J:[0J-Z96EX,E:++#]=)H7@D: MSH7/8QC>).9ME/V%OA*WT%<64DOG6ZL1R%-+M/17W;" I\2BB"ROL\+SH566F; M:V&NNE9OKPG=N[@F!"B7^X4 :F>N>=V_76,A:!G#*L>..-$R9>4P'L]H76DLE MUTIR[Z<<.L_G6CD;QG/!3T>>?A=,!H2//I\'34>=? Y&FD#Y]]#>1/M&;2)^* M(?LBOHGTB=Y$^E0,V1?Q3:1/I";2IV+{OHAO(GVB-Y$^%4/V17P3Z1.]B?2I M&++(OXIM(G^A-RNO3EC;YF<#)++\T:|*,X%B%[? SNV(HCB_0/I4;3E6 M6XXPDZ,Y;$0"0$F4|H(;36E9 H8XBJ-/D]?B_BF+.,@E9BRU0ILW@W;KI@<\(91ZA$X8.J%|0>@$I,57F=/H M-.B5FEK6K%K5FHTZZ<.I<NOW? +;GK=.X%"N+SIP,<_:[T_NOV#D I7 M4D)GR?5?"^EM5>9M3:-[U57RYK5D$YV0OIP--_K M^KY_*Z&@_>[_?._UNU?LOB_^[@ZP'.'7_V7W?]YU^^2'D1^FMA]6OE#++)$C M]M$ -RPS@T;?+]E6!1*.MN7I.1X42B"?&5<))$)AEOA@VS!U]R@;N3# "9%D#1UNICQ77OKAZ63$%L"(% MKDIP!V;T&\K6L^HXCCZ;"%#E/_Z1Z1"L*7? OBPV5+U(;UUT>6Z]K|925=G9Y M;!7V@(W#)&/H[OAQ /E@EJ^.E3KZ@8;.F2:8&&JE9!9=-J=O1QR"RI8\M E6MQ.0?9#E1GL8"A@G7; M2^_PBG=0:0X5P;XD>Y*]XF\BV9/LU9$(R9YD3[GV9/L2?8D>Y([R9YD3[+? M7_9K@;GH^T\AJBU-4"-1\YUR.D&F>".GF>)J50N_T&H7^%()ZO[K+XWRE]-G M? U,V+R$9%4)8 R-B&9J@+)%(|)"NN" M^.)X4W='D%)7U^D Z\U /?%X-TW5CG:817 7[$HK]ES;OOJ2T0C4AUL%U+Y MG<#'P>6W[M7WFR[K?:X< ,G3BA&%,G+X]!OF7;# [:^9<]_WQ7!O?AFPZQZB M`MW?]SW+KMI-.9"]Z35F#5PX$IUF+K67]GE8LRVLNC2V45!-8F-^(N/ M'':GS[PB,7W#9+],.J@.7'1<"WS)WW6;W1A_N_Q)'XD)=ZV/C*GAO*U940_E M(N@QQ>-^_:7[-=?VN4OTL:T]XGZT!F/ M+6YOF1L*=FQH.-,M/1N-!*(I,+/I1K*LYD &X[2AQP/3AAU#/7ZABW#5A2RD(X13_G*>7/\TNG.KKWOB M.-N# M;CD&M_=+. O)OQ*JBI.++++5ZO(.6.D+9M&95JO\A]ZW05R-;J4E]>1DDK).7]Q@ MMSA6L5 BS.3#F=(X/GFE):GD3$KT_^++MJVX@15R S_.?)/6-HY#6&E)*CG? MFN0&?NS)) UN' ^DTI)4>+3..BYLE^*CKN#|\D0M87)U'I26IY/R)"["&'6IVUOTY.1X-AY5IHUK, MZ21-.;%SI+]4E]>1HM?0.H2(\I[XP34U?V$B-BFTB?Z$V D3\60?1'?1/I&;R)]+W2V=D-/)F5RVPQ=9&V!#_LOHP2$QXO.6C*5 1X65+.41ZG MPGF<%!.C_4*1=0 RN%W>&?ZNOK 5W"#XXMYT-$ N/KGXF3M\BKGXW/*^95)BJ(IK=5$4[.AJLDH#7:E6_O/3;P/W$0O&P#KZ^":+ M%8F"#=DP0F.3U&7WCA>@J&EQ@&(.V?%5? WW;6%$HGT3ON1L)/\EW.S4.A1KK M%>G9M9I)7H9$'!T;WM#]D>OP_[L],MLV._<#:ZI?3.\/U05E[@E(;*^G,ZB M^8S\F2T .I=W2!17]4N&U6QB2BS)-?S2<- [$QQ(_DM>^CIC$;]>)8+)#^+C M5/"(_10*G;# Z?.?ZV7"2+.WR4W1$DUB./U]8; ^\KXA?!LMGYVOGUU]S2]] MTW5P+_ .:+DGZ8..Q!7#&5UG8_KOBM1S!@O;M?.C4-AQ MJ9#K.#>_5?W\ONP>|4NOW7N?N^R^_Y5MS\X^_X^),6]QX>0G[HAM6IK!M3 M:FK5(P# &E6M56\?'E=6U^]UY)^>OG#80UEJ7!A6W1Y:Q0!=7.43 86K) MM;1R3"VYIKRJ0"VYQDZUY @106@4Q=]$LB?9JR,1DCW)GF1/LB?9D^Q)]B1[MDCW)GF1/LE=$]ID#_]/+)S|)"$H%74/\D\5,*'"P1:Z.WA4#6\2Q7!'8@L 6 M)P-;M X MFC5M$HM%FQO6NUM-K6+=KM8VEL_B<':#4U2"13V\GN_WIT;LWO[MN^'$WUKF]_PX?>G=_W/Z$%:V6,^C,WHQ,SII*..C-*N'>5W,RH+9EXRLVQ^@KMU .W<+#9I:QR99AS]H^LXU>8>WQC M?#Y&I5(I1V:C85MB)M8+8KT@E =E!Y'L2?8D>Y([R9YD3[+/S9M(]B1[=21"LB?9D^Q)]B3[M_$"3B/7B1#"[;99?UAMW;WO]UAKW[M.P'.&71NN@/6N;MBWP==-NS\BSU\[S_<#[J##PC1:=7V@NA4&EJEU3H\EJ:J M5;KIL#0[/;.FE5N-W+3VB(]-1V22&YQ2?6O&HF=*6[<=9N%A4C@ZE]%/DTS: M12]3AAG"L*^+7655'Q+8P*XM#K&"K< VK7EBP=[#]XVY/I6I+GT1;BHE+/;=. M+,.O.^" 7=M-7M-G8%?01LCQ2?B;,A4>-=8_#=V8?/ E8]>E6UMH[+=8.8<=>\ M&%.N9EMT>4DEV[96.[4ED[_/W-O:+(K%.E;3JG@3:UV:OWV!J'/9[!#AI8D MHS 5U?449J.BM8ZGVS1{]HD/WQ^MO@SJ#3K_NT:"UQE)$O1J:U('L^=BOBF M8IZE%7C>WN@@ Z,/QVSPPYA.[?VF[\:=#I'IW-9 MGLXU"W0ZUVAHS7+!M%?%'[EZH+ WO<&0W5^SZ]Y=YP8^=>_$6=5E3;=WR_[L M]/[HI@>L;QQV+K]IR*3YZL5>RV<3AOWP-/7M"YBFZ4CU"&WDNIDM#N^5N?Q6U&BP!D)L@W280D0A{AB9!$2"(D$9(('280D0A{A MB:202&V!1.B\.XM4WY^_=U%/&;/4A.(,OKHS)#.##]7/K?HS)#.##,\,ZQ< M%.C,L'6A58NFO2J>&3;6.OHP>V_8&79OD7'[\/WVMM/Q_5\/E!U/$/M=N.VR M=R,^WIPX?O? OO Y^$?+#F/6SRI?;]+/JT/II0,XRWF MK[^TRU`\I=',U5T3=KQOEFG>OKWE7GC[IP_+ M\&WVPFW5M79]S=VHU;05 M_GFKAI/;OGY&R%78X3*\&3 LYV}[K SXYSITRG{T[1^L#/^<\07CE>G#[X5 M5S&GPGR$7HC@D?<[V[5>L"0GEO.#Z0HS4X:6X)?\Y*PO$]/XH; KIRSB6ZS M1\[G[,F=3M_$LWTR,?BXX!;|>|;'#&R2/AK! I-7G(\Y>#6<2O.I>>>VP);A\- M71P \<5H6?s;.L7N/;CST6IJV XSP+&R?_VEWOX"??KSQWP@T HV* % M9H[8V 1G8MB>2]I.3S&C8P2!VUOTY.1X-!WYEX4LMBW1<\82$U@<<- #MX/#9"" M"!C5O,_Y3SYR\<.U>/>- 0+#ZY=3W9BQ/W6OO 4-L\P96PYM2?3E5O\+FCAP M'T?!%S9\8T.OS!=C<$4[@(;B=)I:-4.8V)N@C^":KDO!,__+.3.>F.7_=KGM MR/K&|Z]S#DV1O0KZT4-G&YJ^J2>1UG^V(SWP7O@BQRL:S10"FT*/+'-NC-A8 MATFOVS" EA\(A3X\IS"%'6L3]_=8VIPZXL M_16N2YT9+/@(IM5(SI&2N.: 4* 1& (.%*Q_=HM0_65#_%?[W?/T$89DV3YA M3]Y1?X F#%9&(Z_+M:P+#[62|SF?ED0<> K*76*O.@Q3OBMS@HIQ&#FP-<<9QPV"5H'SQ6>2:!N\L'OZGA)%DO=O:E+ MV7O"?^AO%OA&((*A_A-5!10&]7@T@342/X]PPL)_QQQ6HS'\\9<[?A9L#*!@ M,,LMP\%RS"!RT'JX]BB2\|$199C^CUI//_(V9T$"+85F;1|"6.?9AA,HZ0MT)-MAD^L/L&"@?T5S7[/X8SBZ_29\?,\;)JP\VN6V%^)]+E8S(Q_1],:(?\)/Q(! M!&;K4V])*#++P)+TNO$&$V65E0N1"%7#?^PP?*AAV.[<.MH^6N_(;A&;/0'Q8GRFF,6 M.G]>=V=\KU&,!ZP^@G)!#SEM=Z8; \,FVA3?#NP.I) (^3==2:F!6,P1D<, MEB;9.%A)(S[6>_^/00;GY?2B 55E^-ID;Y#%<;KRSG23U5DH7H!SK >1 VIV' MAYQ>9>?K39<-[_U#%G9W?S8XU_"HB9WUKO&_)620^_WN^[5YNFSU5]NML-%LZEU\&//$!PC#X.Q<,D?I;"+D#,75G$FJ;-Z90ILF^O0I^LQU%.V) M<# 5K;P7@KFI"H(Y2$EW,/K\X#["-E_I(BI>@V_?1)!9GGG!D_&L&T^CZS7 MF;3L/2;U8 KJ-:E6UBY]18$G&5]E"&@5PIVHJ(]RUY,*LKJDE/5"I,K02O.1UMQV@=8<1IM39-8KF,U)@9O>W+',L2NPEL>) M.J5S^4\;JT\GMLKA!K_2%A#8AH/8+BUF5Q6(32B>;+%(%'VBFZ4CU"M^M+,]MWS'V*W@&18>__ML1$7./KL+[@=.:!@PN"7+%&/M\G%H,_M!5@"XI'+YJ'EH* .0CU9'1ZF M^CQ<+9#&WK.B15D.ZLG>P$!_XB(OBW7GT"4,+Y@_"\MPQ1'E0@M$874BT46(MI!O&9QLRJ3>D'7MH1XS[H9)YR5)/$>PG>@F,=,Y94\.'/AW&H)8__;&;8> QW M-(AOPI0*XX"U)/DVYV_&)8Y%UE\4U* /12@$7,DHIX"-!+= R^9G\9^G[%7 M_1BIL6&?:)F",.+,8-!E79%=3 'DXJX\C>1=8\<=&PZ%C_ZA! M'O8"C>3- H$"X^1'C):T.;4.1C4+BSK [X]8SGX>_&-%9!O39Z0*>QF&'IN=S23QW0.Q4,36+K12'2@E\5>28]S(_QL%D?88 M?.51B,WD"%)O/A+T'C3M[QKY'.P.FLE1I!NNC_U-PXW^_(Q_]^;H,=!"<,"% M0#V-2 PL>3 D<;CL.)S;&FG!BO *LFEH)L>4;KAM8Y("F =KSL>D 6DUP"_S M!<,O? ((BI"Y6M4:I0)FK"I7Y^L?G\K8\5,I4IDSES1KRKDSE.B4/F.QJ4D'9$5$(R8XK3U4Z)DELFCYM M) 1#/R"H_(?6<93E.YQ?(IKK L<-WP6M|VIHV.[1N9"Y.'KF)PLBPDAV?^$ MZU-G4F*VV\2$JL>(0DY+^.&12TOL2U>#\'ALXUFR2H17U6I9.BU:U4K6<,/_M0W5I;$BJO56UQR8\&XZ6(T(>]L#GC+3L9*2_\&7:DC0 BZ',5;K[*I],&V. MEZ!-E 1? _]&%]>>>/#7P*1:@<-;5(0RPZ7,J//6S:.ILG#K(OFSZ109E 3)8 M!<:Z-?;7A=!"\81U8%+6\3A3CO)%,R||LA$W%?;I\$6]#A]'V.G>G>V11E*) MT=EB:BSK{UE\RE_0#; DJ$R61905 FVO[N<^NAYOM@> EA.UWM_ 0[PX[MJ3?@;,&)UD5H-D1VVPK)9!<6FB)&("UA=@W8K$)66QO65&E%[V?&=8&<|"IN M!C$&C7V?BZ*M(ACQ;MA\&:@.:AK M./=DU4IT0Y]@^CCLD3NO6"*39LOVW9XLGN-7V/;\^;"0A<75DUY*[,GHAJU M!7L'8_KA(BJ;2)UZOW\;2@>CWQT\@+/1^]JF.;?C?2&652FUM6/4T]D{GB\C M]M8*BQ6&H#&& -M,N1Y*#'7O0+?FMT*%@)7XRIU/S%=?BU>?L'X,(&/Y3ZTZ\M&[:.=@$I;H#^/V1+&N8OH645&4JOH%8S+@,N3-,(6.B.3Z9O M%$4/,9(7VM61KV|QI4+ZL+Z0D#Z<2A^$O0|*K72LSQLINX MO0H%1X^U!M*$S,6$_]7PS[E&W$0I34@A CXR#,4WS'VR5JOAIUV M.&0AIVN|5)G1!+P#B;U)M/?!"F'. (_JE M2YC/P'#XCBI$'I}2NM(77B"+.]{1:SUJAPB+R"K(N$E81F7"A_=D20JH'4M+ M(G7"!@UQ^+/$Y(TY&)8I>'7<)P43.B-4)NIHCLR9T!?\E;Y ,(@^)7TIM+Z(-M@<;2[/(0: [1Z3,SF?,1M&\MZ@Z]BS!93:5)B5{) S\3CEQ-D?FA0S MU]O[3KEI?>0".6383K! Q>C0R+06>*]E"V<*<&B,,!^/3'ET;WFS#5ACO-T9X MV4;/YDUZUF(SC$U)WI=2%E8NLG*4RI):*2|\65B4A77;+*QZ'K*P\H&BV%1A MY:9S=|>[^]W(^(E0*#,XHU_H%L*\@AX#[!?18W2P?D=6A M0JH/)N_P9:*)- P#271;A&>^<)XJP7TU4\7B9PE1-8M,OPOF&"'G=,ET/VH$A M'W%-GL&GB?!,I!6&_U[0)M'B!)_!Q'BH?:.3TOL6T6KEN"?6HF!?X+_M/"? M\H7XMRG^;>,_E9H,E<)? S34DB<9B--9+3C#EMG4IN@=,_*MO6MG"M6P7X>MP-MLP^JPS:LOZ?.R+9%!8]N"D42CT.,8:7&US="^RCC,9")JB SY8^"R9GL,'U-MOI=Q_Z4X0??XW';Q[&[B'6*]. [U7QIWEPOL<_HQ;()OOQZ7)Z3?1_ZO8T$!4K MH/&4YU&&_0.V0S;LCT3+9]R9F&/;2OGT&RVZ.LQ'4W/-V0-@#5*17?8F2IC2QT.3QZ/T@9]]S#(WTW!*8^>W(MX97)% <1.YP|& MX]^@2X&')\|^1H'E{K#>X+?C6C0*2=1SZOGG4;A:U)YZI9Z@HW|KR@;&EZL0 MGC3O..MP9S|SIXX!|EW*T1'K$WK.$HJ*O!-R94$1^Y%RQQM83|++#=3|{AJL M)KCBO0.UTH|9RN4FY<|FBN S;8>#V1;VVMM2"PFZ/:8]R;RY5> 4LSX3@>Q M-.+]C:BP(# 8(9[W?!"{YWG$D0R!.SX2X\'7MA6"ATK"K&PV->R=- M$'EDOM4;XUXTD/*HCY^Y+3=I7F1!{,,*09X4 V60 @OJ(^AQ1UQ=>T=MJ]D M#]31E;":EN!# R?^A4]D;K>HK!/>6W5A$[<06[I@C7@R+-MA+FPBX'M4F9)T M$!U%X!TZW';$-BTHT@///M/M4(CN'-_UZR^UYA=XJN@Y.W/F!5R?ZH|\.L6? MK_R"5+/P]OD /S/'QHB=P3)EP19D^G8.?B@,3]"RJ*+N M3,\V&D][#JK$:3 M01MAX_D#%9]:"_>@RL8K]L^UTJ[$:I9B#3V+/=&KB5>6*_.Z IHDOW#F$Y%M"E M#SY;IKNP0YYRZ4; P2Z!?LC/_WIR8R.0O?4K'UL]/G?@2[@Z9WTLTI_.QSI M+UAV0(;Y,3 JSPQ'EC[GRXMDZ JOCX*2AB.SRDS_P9><+FBT?)4"HR;+500! MOQ*;FJ,?GTW7$4H.W^/?X>\EI=EGQ_R.&KO\9CMBE1"%N4"8*84HK!*BD!"% MAT849HD-I+6U &MK1T2L66C/X"_U5B LYGR*B/N1^2R0"#Q?#(;U$<$1\-EX M6L9)2N*I$G&A(X<+LJD)TFO85XQO+VQC"W,T+A68A-SQC\+>.GR5TCE+-=G M>/@Y8? MS;IF56HEKM!+32IPEMK^5"VQ_.<7:?1(.T_B!K6L;6$QO=0NWC$<"_M$Z%GHQ+N#&$O06V4,");((X\R*7(]?2PGC,IGC R2&/7$IE46H=?^TA-F"=(M 9Z(L FU 5]T'@O8I2@4B\M@_Q$7_%-6G(0R39<3AE3P@C==@>5V\2Z"?]%' M*^>%FD(WFT]/4U/6LUS>B%$!>>TO[L@+ CT?U)@Q%WS.7!L&EL4+53XH-%4^L M^W<9!HD5&;C9\7,,MDZ@)\N<^342+$YF'2%UJMZDEYUEY->GQ;8+G?)'I.$L'Q1DSLID2$>=@^8G3<-[JZ M;9LC S=>8?OI.C' "AH>@MC0_6SKM7)/ZSROTL2C!@?)/+ -\9)TRDU)NVL^ M>=826MQ9)A#*4H3.LM?*/E M5RDOH>E_Y2*+(?R;9S[GEI22H$K'.B<2H!?F6/1[.L-/9I^EI5^ E^._EPEDP M-O,@+:X4RJQ"<8YQ1NO26,1D: (RFILVC@6<;DPXD6BSA^'BY&_=*LX@6,'LA M+M#EW$HALT+TBQ#VO.?3 D4/C6AD9B:X)%S%=C.I$YK\NNUR#F4&JAT_P[OFO M4#]*S#958WZ^R8;LM-&(DO& N47DS<;-Z=RPKT|PLP,G@(O!S\0:2-**PQ*.M89]0)&(8#DI[@DA8"CNT'D)(%LD3F"\LS9*.ZPRVR).8EIV7 @!):3GC2TF6 M'_'W3:1_F.[-;M$T@:VQV=ER!)X%989(O/RL&8B#U)X*MBI<|F_J2D/R)8M M'F%6F?U]+-"==D("B'S_9CM\%I+"Q+3] H+(3&MC-&_9[R4]UO&QD](@HT4CH MD/7FG>&.MOTY5!P!K)QO4N5#H]((,Q1 %\W> XS]DYH)R7NG:/FS,IT;$L736 MM%58?]V:&KB5>6*.M(N?_FO__HO^&_U"R9LASZ>LRO|#48>]PHWL,OB\IPI M[E_%OTKC$DEX8+/Q3!-R92^"-'4D=W@[):EQ@;F@?X]%MJ33F'W7]W+[T4O M^KJ>'2><(-A4R0Q6H33!0@5P<6_*?857K&>-++ M$)=''D-.2/.-+/$5A=Y^H9,QAYZN.@Y!T3^?JGV% M*>E1H%?D'6&6%(T-W!F>37$[6E$AZMM(QT6&-NU2W+ $(\=PZ,;FR%V,.AJV M%G=A2MX2;A>.:*FQJ7I>$&$ML@KO<0#A\\=_#H#]P;&#/_D%QI_S'],W2*3. M>TD01K)YY&M?,T>Z9>'40-V-T(Z%XCTRE3YR1@!/C\81^GP|_K14_!=>PJB# MN`3#>R1]9[SM5P%3/.P@A$?I9YR4O0F>[TV4-U!L&K0\))^GB M0@11L@S;9W<1L4!KI=W\I%N'J2#W$J1@&LP<.;K?+5T@B,\QR/B0"5.0P(+#G7NGKN^;#,JH?:1+T5,OP6+'884S'J46*%_P]E]4 M'OI8,R,18A,PEX@L]2"UO."EHM|-N FM-T'<5D1QT0]+\$]2I08K*(VXN 4X'B+=%A{!&I18*SDVRIV!AS^63#7^0,8.FX1'JCIN#RJ. M6X%-83.QC8://7QMW206V1J&&=GMM=DH;Q'@9%RRPTF:)T8.WT.3IHA'4'% M9M^38.R<\[)@="1&0\Q-BI1 !#4($$"(@2T1 +1>(@)R$=UJIZBTD%1+X(&OT M+]460I>||ZC0{GU[D)<$D3HK'_"Y{(.Y6M.1 91^/!7$)+1UAHDJ#%@Y^^] M92R/*D3@!OY*+/%#T=V, ^1U 0W,NZV#UX$=/T5:\HE6Q@#Z5U" M5K&_65:V+G3@Z4]YRKH2X)D8(KQ;\$Y_.K/ MO1#3^]/(CQF:)K9:A*^]3+]0"=%B;PA'89Z;ER+RM-H<_PDQN4>K'"%_8$?_@ M"\=G4"UR0+^9G"_0[S[<]X=I2Q7F=LUK)L/=>W[@H\AF8>NZMG]PV L)(=N2 MEQ-7"FK)Q*Q8'@1-4"/H(REZ)HJ4>7_K-K-.!!+:#/:9Z0BR=$/A M;O}\? 4\20!1OF],9^T)B@?$TJI*_0X M=23>9AG4WP_^;> J&/.79"!^%DG_47BA!*WA<$EG6X)RBQK5;2.#'V^X9,!! M@=QXM+FI. <8II\U>@)9J056TUIJ=JI\0%>.O23|&%/WPY+A>Y"-0:M7(-M$O?4$[<1B#M,Y1&XP+&%Q/52FJL)V;"(B>,?G3WJL(Z5XEXB4@.01\+ //(P MAD%N#L7]%_!BB. <$&7!^^S>T&==0\QD?'5>(;KWAPO'0&8;*9^ZLA!,7WLG' M$IK^>_?R@:+B.8^2*A45;U)4G*+B64,%FWF(BCR:Y-(G >*^H MN>!BO,=R[+'0=W'-FGR^];(S: M68:@7N(MG'!--Q53[RWQ<9@YZ\V|)"?5H&5C+Y=EG7<7M'\@-3[+PB&'A M8B3%GS>"DL]_@DB%AAGB$;^"!&P?160C/E\P(:V,+-I&Y-RM5&H;+&TC M,MQ&U"\.L(VHP=@W8K<1I]7>,_%.-V8U#H>=RV^WV.LA^V<;KU2\-M<*7OYD4EIOOR]AH2^/3;]7W_EMU?LYM>]XYU[J8Y4VG=\O^[/3^Z/8';SW? MI'T'7U'W1%W>? HN=G%/N]3Y?A:X,+6B[^QJU&$K09M&E34PP^Q:5CU@_7]ILOB5IR=MRGKN(LPFUD)//IM\O[NV&_!2E^J92"Q^,3D;BF+:DHI(@#>@LSG&YCLF \Q?3& 6\!<\"6;#0 MWW!I.4\CHKK66I-0/0[J6VVVCH,E2">0P.S[&+ 0'[HVV(6OGY$-=]0= ME;ZGO*>?L#1,V2G;DL6G).I?L=&$CWZ4P0,*PK2Y_812]HGT7[!K8PF\A[L] M>RDP[*+U&H$L?*)/GT1YKVALM_A$6/.A{!;G 4GJT B+;?&SIKY)^_.^(SAY_FHB,3S!B+ZM^B?A=E%L) MAA]31[DHGXp:(/+E-DQ"F>@2$##6HF81.C$R4;Y!32:)SIQR721ZOK$9F$U] M;HP"4H6I =T6RT%)W"'#^C%;4T(.N/9J"K4UDGV+:NB]Q_07*)D4L"B')%<0 M%UQ)\"81:=" _J?X:?53HO:.I;LBTHF5/O7Q8<9?-A"Z*"[8!NJ2CO8+%#%,% M2X)&5,C7>ZI,+)3X//GHV9/!:RV+++(]!B&&<\&-4J[240F%/\DFA49V0),I M%$F0F^EGNB Q#^U?XU3)?\'_+.,9WRSP^(9.S9^B,I.M^@A.^ZK!4YA^MQ/V_# M!!)?3G0_N? E2GW'+Q(ZX<\?+%PI=7V)#_E,/^0EJ3T.LF36%OY4.I>XO>8F M-FK:^AZK6=4:2KD7F!"[<"T851[D9P55S_'"5'_$:8J(3%DQE8+<D>[Z2ZWY M!2'D01523U" _;.4]+Z0"=Z"),!5^!Z'?&'^[_.DKDWPM*Z^^86-L5Y?$ZG): M@2;AXZZ-GZ J#Q;N78:N-?_!WY8QL2 QK3N',>'0%BP _6"!$;#\NMGC:$%5 M:-Q[VODH-? &1.Z]H)5=L[0YY'${C(;Z?]E%PK4<+L"72)X*?XX%C@V+%$!; MSO#M2N3D+Z%&&.B@,Z5E'3,?,]Y=2%4HBPR:QLB=Z@AM'G-I9!F/@MO2 M@WG;V^S,@_YU-@.<&66; (FF\#$PS.7&'7;FY18^<_F,-M@M7F*E1%V@I<(PWN.A6&^G$DCW7UD.A\;.4Z8\?=_[]TJC-9 M]KZ38=_O[K(==*

[2#S2^L7M4JK9J?.Q2#@NQA,28X5>RK!LX8S&0@HCY&8?9D8X$%&SUG@),2G@(Q-:.#<%%.+CZ:FS?WL&|\S0:2) MA;[)F7'NNR'A.1G*5#O"U S[)KKPV)\YNS(LF1X(VX+V%[S_S(#&P=9-%S*.M"[B',%]Q#S%#EQZ3%N98!A_,H+.ZN9$QN]@G\K]4SD:$@#K9-IA6'7B"-EU?" M4/8384&PN4#AV0ABW[B7'[]BUMW'6823'?D7!L>D^.J6##*=^[LOS'D_VHGF*.M^.)HQI8[EP@G3P7<>6C@3VV?)1P^<(!-K^.H!YK!@E30Q2X*1"KH!>],SQU@=.M/E* [ETZW%-QC+0D^/^%.N0^I5(,*""%8R=A-F.19W.V.F6#Q6-%HI\V6(6KL-M&;1LOE]+T5YV0BK,@<0[6AU?U'8"%Y.TZX8+9E-%-W8'Y:,.PH$b(.W*[(T.M? .KMK/>$)6SX4C:FY4>>YN:<>V$5X3RA!X86#96_%#% 04T/++TC]0IGA5]=.M%R?\>)FFK*T?"QV"I2@6]JE:]#W>;*+K";HZE?OM%W,*1ERVX/U2^4L>J#)J M]? 41SNHI'S\'&W'XNKR]R.OAZPCEDA9?5R%\'>'KLN7E;!R.E[/1U!]M.M6%1>PD]J.;VNQ:W79:T6@X+QKJH"#=HES3.,.$-.[J^R+*FME!7' O+[/N<@K:.MR.;@.;Y-. <"*]>>=.T7\]5/J0E*N+F.MQ&5Z^5B;?44VIQ7:'-/E_LL-_=M$KJAM/9^B)0IRIT+YM+J&TKSV:3.HQN$>?B0IRY2Z2B5;OM)_LJ<5B@-85NMC7R.6B:V4LF< MIXBY5B/"Z;!%@=)=.^:!H (D!RI $O6)U*I!$FF;^&FTM52)1*E*))'!22A& M$AW W>N1E');D&3G?'JS')=BTKS(\I1.M4(D1\W+C6:7LJ4_A # <_K2'V'5,95U2[^/5RDU<65OMU(9-U'.$T-D'C_ MY2.6 =EO.F>@7!O+A*P$R7>K%*+$3/$ZHVI5$-&\XZ+4#N*XE6S M"U#OP[/<$SJ/T'F$SBL3R(.:T"\%87@I2P 0O(IX_XG__U23DOC_M#\O_K]*J3O3_!Z0Y1N&MXA_25 $H^24 8 8) P!_C'37_^-Y-B' [^@83:H6 M0-4"J%H 50LX0K6 >+Q4!@4#0@3%\#\[_+6_XY]-T06*$5"1A'?*1;1.0B7! MMY',CN?4"$SINL\U$WDZ@BH.[(_$^?IU!!2]~ 7#Q"$498A^'P:,:CN\%E M6D22XH:8V'&/M0<7>V4?+O:4QG[17S6(P?U0#.ZSO#B(:.^H+>.B],WC\ MD2)DME+Y" M(/)CI*_4*'V%TE34(@4L$7GK/8! I\(%((@4. .K48@5=X M)D/M)"Y@1;B ER.30 0<&KK=68_-@EPZT(Q7T.U7N!(KH"<85X6VI7Q4[G M8CIVT+7F/_C;,K 3H%^Z<]C4<6C+_+F$*.61:W&_L:BXD7RV|[3S42KE(W=> MT6"NF%VQLAZ-;U4M%=K"92SFF(%0\A"7)UX,B>SPY,;$9;SK,*YP&:>FL$U# M6D#\P'"%MWY\<.!? YAJ%[>4&7G,&,7K,DFUB!85P9I2F!W85_BY]=M#J8&,WQ?[M/,3*4L]LF2YD_MV/|C>[SNR&RE*>]K=S!S1:MK5X0M7#>O:1;B%B98M[P_JE2I=CX'';G^KIWU? FCEY9@+P?;Z7MO MMP$^(,;2DL85LTE9B3W*C+S1+C3L&R'C5UPJVUP>L$A'H.3;NMOTI.WA:<[$4E=XFVN M,S$MZ&,H04L]:). ^#(7*KK->H7=@)?P%2FQF&;+1%!! NSL"A6L$U20H(($ M%22H8.ZA@FE]N3QL?Nl,D17]IX#Y.\5@VMXYV)KN3VS>1.<[XSX4!_A<[PP#B M>8ZE2(X>F=MW.WH-2,,,_[R>C46ZT^:C]6+_0GVIUWGY\:K0; MXU&S-JI,JLUQ,?^K-"]?R#U467I_EGM<2*-8V6+]P%,>. MD225*<>J3#D;E4GF'I#U3_+>R@A6U2>NY)%:)A$4PB%,V.1'7E-HMDV5V((M6ZC,FI00T38Z3[O2ZY7+Q2DP0LDK1RZC03DI>|N8*FDHIQM424/U2AJ[5;]2 M:6W:6B8C*6)Y)BF'49#)+F(IXE+E8S8J52$O58K0G2CP]<$/&83_4W\9 1O$0& MRO!J/Z%57F_'AFVY"'^\+ V,S7]*""7!T3XT?W!LD(5)S) 9G7/(%_DR$5L<,.1DGF'XO"#)}[@1]0 M#*.'+_5(I'HE0[L-3[8%FM'W9^1^"YHK'BHFY+*Q'GC1A6G[MP@.V=;.\? O4M<7]N+]6&AWPI85Z:NCAV?E:3P7V>=M#J8&,WYQ"_;;@//2[MGN/],.3XV9(5.R2^,%,IFA"DG@VGRVFYAOWNW3?BVW3?_(C>.1Y(>.[2@F$ M[4-Q]PA@ITI:1R L5QG*<[R]"IZG>@&&L+RQU27FXNXJ(#18A?^*[5# ;C!: M>@O>$.?"Y"C,$?>3]D!107U=C- L]T[%W-MDZN'2UN:#;FW2NO?2>0\[^3 -' M5C$0BW3%D!H%*H8D;3>R5:FI;_AT;FZ2OM(R[0R52Z)R2?DME[2ZXE&UI *M MA<4AZ[C1EVMJY;WA_6J3??BK^XY\'_DXZ/ 1/]14UFRKPTL6%$5%HZ+Q0V(8 M-:65]1X150Z1'QLPT D 71RHD8<7:F3D\;G"IVTYC<,*

*(6B2KK@_IYLJI+ M?/B.Y30K7G65NC8' [/Y_=KJ#(SN#H))!8,4XC+^L!AS@3#Q_FW/[#0MHV?] MUVVK9^'+)TV$G49I3QM\0B)E?D\O[!N*2>9$UO.I\XQ,VTA_<4Y,)#.Z 6 MB# 2[&)NICQ6Z"O<), 0YZSL&\\.S;V=B+VM<06%"VLM<[CV%5XR5W+?0?[6B>ZB-XS M#^+LGC!*I7#-Y=C&UJH_?!->_2F^9*&PPPU_MBO M,8TF-M#"CLTPA38LW#Y-*!=D M NOAAKY!!*%&JB2!)ZX-C>\C?;JC[;JUQXN^"NY;#]8W@6\#0)CSWV$5!GC M_W/Y_^5_Z+_N;_Q__C^?_|_=)Z&'?\&?(X\ZA,T<1=8#!3+|--K&G1C=IYD3 MVBMN@+N4&\DR 8%D%+WA-L[&'LQ)&)L>|3,Y/]'AD//4S3_^H\4W,,0*YH0+)HF^ MC63KE3*E%)\V#R:5G1%5YXV?-?3:?Z'W^J7_I &R9\)80B*0)7^S(;-E"LTU M\OI##,]?.3.0:9/B!5\'* &%;.0#03OH]"<8?>"NJ,$;_SC/3O" MZBQS?(V]BWVXY<1[XO2&R!)I@<%/[&SLM&<.)[4XY%77GC>!5X2[_6OIP8XZB MH3]+?L$-G>S%PWI-L$=DEP6<[*O*4|_=[#/TLB>XI.T&TT\[J.V#!S\L9)P M,F!W-[%G?SH+:HCDZ MG%9Y^BI/OWF>/[&RSD@7X\9TIFX@(_UIZ!'<*"5;Y ?& MWB(:N&./'1IRTB-2*SA-ALMD, M9:-0((PJE'VU>=/1KF7)?:T;<9=0 MS2@1,U,TL=LC'J3ZWEM8)].P\)M.?:4(8K0 M9<-@[-!(B42&;(W7!*2@?6<9B+E->%<-(11N/DH7C4BT+$(,@SC]TA:^M(?2 MQ\"=);,7XN/=9R**,V$O&Q+A5(:S^!{3E^E:%"=:)DD!&1X;8PZ_B MHDXS. +9R$8D![^O]>BRAQZ Y$*?H:T[$8^,:FA&1*;],]+H:ZSK]"BS>("&Q M$^/%%TF^'S^4TI#)!V^@,G8XI!=;&\[?^&!\C75FEKTJ7OGK?'7)T7"\)?EZX\+V^ZLNBQ_1('!\TE'!$/#*$&GN%']3(RO]P3&3,UX0!!2#0Q7 M;&#,\;&9-_M"WV)O)&"HI,C6+==S!MJZXWB9 CP4(X$<S;K3(**/SH,!G. X M1NFA\]20>TV'_P8R?E@S,'%GAO>9CH2<6>

M5;5SM]X1Y]A8M1!>U4M8[H9-UAF_V_80'V_@2N2US,/,9,Y\<5E7K+@<1-+_M5PM7!L48&@SR+8/CPQ_2HN[9;*OA*R=$)%7RE@[^4";YR_+,PE>,RP%'$'5-;&71@(*B6D &1FWY(_M/8A]U(0R7#QX@:-,;=%"#/A.Y;HWJ95$4%0A:B4/ZV;==<$IP)K)6JG?X8[> M@?9!F5]CN%_'IWCI1%E>S'=;S$UF,L>>'^D'EI&"$[_'TQ#V+(TIS0$S5?81 MTI!/HK6M868D1IYY61;8,D97 MBP9R/U-OEV\ERYI$&QO05!&L0(\+5L(7ZZ4QM4;387[-@B)$^Q7RK-$[=3\1; MT2S9=FTBF7+1"G9W2'3_ KF]SH//1/>\]^U9LKHVJ_1=4? 87F<'LHKD09]ZC MRN8F:.XU7I1,*5^XP7#B!8(:D3OA>T53TD./HR0.IZNC MX&A7C%DP5C.ZGPFS%?./SG$8.DG>/6L -X>]6#9'UVV[M\O)%&.5;'M7+:.36 M:R'%FD? K")7.?UK:HZH&7_TRVGE9IPY5\08*PDICES.SZN#![Z9XB29.HI9EA MM9IQA\ 6A*WH13GPQ&@/3*WII^" W6OL$^'I$ &D=!FFG)V93FI#J9@%47,1 M\SZ.9N^0? N>\@"AY0QOYCRDQ='CPA_F^_FC\P4RPBX7#"VJ#VI_!;"& %\E< M[SV?5D/A[$>KU4K^$%[G&PBC9*6'<;5$,=8CW&M $/R0"WD?[I I=E+%3&%" M=.0EO6HJ84;Z"YA/V^=!>N-I08#8-+QWA6.Q3!PLEHWZ^U2-\#3QA9H9W_M$;R4F(ED/E/4W'H(1C(X8\/I4#1ELQ%00K\=C<]$BD)?Z&"]4E".S'(%;B@!V6""IR\+?3@: ?0@V-8R]-4Z,'[;L;&.?WK MPI4LP9V13PSYL'06:.Y.MN@]:DF'\@? .2[=7_RP^93$[M+[8RV('$|=_|C*=-XDH&Y\',;'Z_MCH#XR;QIAM.WD$;YKA^D$SFBP^+,3M_ M^7NSVQGTS.;@VS-NK-YU:]#?:B82AG]. CTUOIUE2YZ-C[5!WE=[KV[%|Z7QH;DT4%E259[,2=+,N6%S^M;V8H']?.SA$TD M/BR&3;2FQ?A?;V$Q%G]VP&? ^V;'*9BRFO\E&QN+9(>/_*V.QH/*W,A9WN4.. M03J=?JP-4B!C\;_>VE@\]HS%.B\6QUC\6C_>TEA,!M#$AV]O#L6/\BN,Q=YV M&?2#^MU=&]U+H]7K63^Z3?-;VS+Z [-S\>V7T;8& M_[5X=MES[HH#;9O^)6$$H ,K*N3*(:#C>,3^N$'^2#%X3ZX=&9-"<'4^Q>]V 6#XY-'(3A-Q! MX `FZ&?&A. 6#XY-'(3A-Q!-6 4;/^?O~=:7>,] M!\?,8HJVGMG[&,\#]VV RNA= _3):G3@W MQRYV^X>>QY,#?&X#GF"TNI>M?LOLF$9_T+.LP?MMY$\PPX>~@Q.CV1K\^FGU-M02>WJWVZS2R"&3VPC*.C@X-J<^YP6K]W,_N#;J=F#*Q_FGWCI.S@.+/E<[4_M-YK(@[2)K';JMA-\.3;[K>M66T1Y\XQ]\9!*%+ ^4TPJY^KEBTA8N*BVVZ;O;ZQ1U");M[6G;?]7%$E>T[HOFZ(_+78^]9_W<)! M&'2- *#_GC=5K(FYR+_+QO^_C61E\MPQ9M6S<|%I-RIB%%]>C<+]RKGF41Y'(/ M#M\%'+V.=0&'L-WIn, Em#?.TM.JYB""%E3L &:*EZ404M8|SC^L7!J11?6(S!(Z5W!1K5ZK^V MB<^@P;'&E>/4|'"A$> =+F"+=)NP2ZZ-/E7\-]6NS7XA>*E@$<1WO@_K68A M#F'-N&"QT,?Y-6^O;N$DGB"\!O!L'++#(<46^68.?EM4QHE@1S?A66S""EY8 M%S4XT"QK:K2-VK2RN.-@(\("]GZV^I9QW;UH7;;@T\M>]]H8M*XMW';XWY11 M6!&]-G(15N[-_:(-)T>L6$@W(BD)\]YPLV):W?=AEZ'R"$+FVS$X_3HGS!#O/= M1N2)O0@]%XAS$NHJIVET;]^_63U:.#06C7[KZOO N.B9EW3Z<0ED_6 QHSAF MIV/I7VCE6QY$=:1"+0)0 SN[UP4?BJ5DLWL-1C09Z0^A2?UC=M\VIAF\N?Z) MBX4>&)C43?B1<7$+OX.EZ/!%NJ5>ID4IQ:K4Y0KTC6L3%J3=[*$2_UED9:Z M[>,RA*>&C*)K.&:HW&1L+/50K6F1,(F!+[fQ<7W;'K1@HFGO8U4"AM75A*/A MH8S*.FWL2)C+Z'\WVVU<#O-VT+T&8Z()_V:G%G]G=F")X-]@QMPV^;O0*$2% M[E;3:OV JUYD'?Q:/_HP1#+']>/SBE-N\^V]'DU(]V6:D'?F#3]H MGS6./M9ZG[W#>G]=;]G?A#+U4M2$\ *BYC*>AWFQ4TE M9U3G?6T(([.VH](S*C6SMC$*ZTQT0UB$CU&&]=9+A^]IRFH_JC;*&Y#.3 M^U+(4 =H^V#O@$N;JMG#4#/W2*>DN)RZ$FCBD/_-1S0U(U8QHD"?\K_Q=#> M.I6FW&UY3_A81)Q:/6T@OZ+A?1B('G(T]@0RQ/S6_6%]$1[]3=MLLL+4?TN M(3/4NO!^K.95*U>8JR1QKML.6*MX7B9E[BE]8_7Z<$'K A>=$OUFG[X(=YO: M+? (B[Z+0"E_?N_VK03A2;C%^K?? ^H/6X!;W!N-*3&5#R8<@Y*##015*&/5K MFT?\&7"#6! =+(.@:#4Wj6>8F[&B]L]1BW$"8N!Q3D3A$;"(M) ^T^G^A$M;\)9P,.#"<&PI MSZ_CA""']{=(B]8R.W!@?K8&WVE.8*O! <609 <7Z.>< Q"0;5[\0-@.0VYX M2SL+(3("1H MX# ^_MYK?.8?(%XF87Z JO?6M-9#XD8LNR8/;?JN#>X1%E#"D41+2#=KF3UHD M&.IMF ;O9P^NQLXW'=S$W0Y,*B_0=Z@M]+

X$QH4U*1.VESO4K.9J0?R??Q@H2?',F]"RD`MY4H*>^+^$@$ZB*21(K@'0:)&$+=`OJ9\E^M=TG_E6]>^H67,1H,/3]>G%]P%?9\2$I?

O3(C9)AXPN=SO(.5,.W\V'A=DX%;&4DXW]0(5(9`M9),H\#_KU!-87<7Y>;="VW37!PG1OI"'"Y.3.M]Q6-XY%$B_XS66.8;"[_1X

MC;CEJDGV"W1VRH(1Y!A=!K22I'##"']RX]_!EEXSH.&P`3XX#;`MD4Z'$6<2`TM"@4X!6I'1YIVY`M2[.9]W&"^\)|ZECZ/QP1Y$9E

*MD^WLOOD8=QR5_%6>ICR\)B\U$R%A*"$GK:C?94H@,_JA)XQ-T5@E7D+U"K`R`M]RZ9%`2"'<=ES+"(:(Y75_+*TJ5B2X^A::Z"ZK*VB--(L&M2_LN4/$,W.D0X*

M4A'X\SS&A\MD'Z+]VPX(:CKL8-T#@EIYL`-3LL*HN`MO"93HXV(C+)D5@RSZ#(71FUK.HO>=7[:M7M,?. E[B$BCER[/".[3Y9TWG7X4(#HAP,V[&\U\]NXZ;)F+?

Q]>K8@3#=BO'T`M6.V^O/^Y=P\+$2AX_=YC'"]XP+-`WD4_>+-$@RI]T9S/N;60&0/P(`MW3?R_$#(3LU<6'1MU>$"ZM$8D]*);9&?GZG^Q8*NIX(7^:V%K8+UAO^(?Q8*

*M%%&+G8K>MG$]JZ^6T.%2&S1`64>2`3$&H7./B3\$_6G,$/|\..4ZSC:C /'7-MG_LMF5EY3]SP*Z7@(Y)NW5;XB,<*5*-@/@+"+/PK1!Y=`R5'MG%1CR'E?#K.*

MR'>];4\'Q_\@3(^*`M3>&OF74UC"R8-`I3?\Q/,<2^3+I[RA"AS$$#;#ZG24`ML$\/GV`6B80;'N&>/3A-=EF`EZ@BDAFG@M&DVF38F3I].[_E4FWL[&TASG)O

MZX'^ZVWC\^UM_;GMN$-0/)2&E9>CZU@%0(7]DM7!TO=]=7G.\(Y1@A2%Z"?`M]065Y\!W1[)H#5(PF)%DOZME524M<=DX`0@/53Q9*

*M]CTB+R!)0(1:CS&X(%>P'XJF)W=:,L?ZF*7Y<,..`UC`MAB7'(T#+"!T$.KM3Y'B$&S:5`@;?@E/LU8/2/L&+Z>`^=KP,E(1TJX'L,!C%*

M!NKH>AI>_7U;T==TN@XV!'3]=!DRA+3L%MTGMJ1U@K!Y!U=!05Y9TBCP;`M)IA:6-N#KV8+>]0_X,#-EWT74IRE49DBX4R$)V0B(DF]8#P'9\^QX#9P%;B,

*M]&!PS51AC6,NS=Y0N(=,YD!TX.M/CGQ42BI02S_%&O2`1.03R=81Z146V_)U`MK%0+&<^A(`J0H2R0F^5`K*Q%]45_VM0L"]PPO2[9]86(=9:H+`^>]?NM6$MA#*

*M33S$KK2YBHKQ*1FQPN|ZB<|&`OZ,Y?])<2X0-9&\=9BV3$1KWI?,Z[JE`M4..'3#*<.AO>CE!&G*;%QA,)U`)<1SWH@_`-4TS'$!B5GW9YNW;RX]YH>C8K1*

M"11UWZ3,;)ZHK+=;3"GES%F^I7,!\@KB3]WK"?/#R&((@S#//%Z9RB4BMQEAN`MCF1UL$`?@E^ZOBAV!#H!Q/U/BNM3GL'-HX3A1]H9..0QL"BC12Y1K!%9=1>F*

MN8],:AJ"-) PO(+B.URC<53'(B\9DGJ?.H`MDHERSS>/'JC^\M0+N`IED@PANA@K8V;%4X5"@/\S54'NGZUORHG.E*6<<%<6,FC!EOJ;2OQ*^Y"6JC5)7*RA+9V:6*

*MA;*YI_PA;-Y?AL*E7BV[X>)43?$4A&H;-#7'#$\CIJLER9"]B1W&"-Q[BDH!`M_YYXOF+EZ)3M8V,3*<6,@)I'_,Z?:>3%8T\2$J&:L-*)L:G$YJBF+"9XN?TK`M'8E7%X-*

*RZL_&B$$UM3D4C%QB_C`#<7*6,LT-`[Y,>9#DJ.0`M8WX(SXH*BE+DIJ,(^S.D,W>;KW(URK?9=I+`MHY`5OQM6\SD+@T.]#WN`M*DF:1];)P!<5C"\N:*3007`8Q1V40*

:4$8!?GZ3^Q)--;<\=Q8:.1O^N'IW$`MD9VG9DQL_"(]JNSW`U%A.:(L<,6Y'3FV`$`0\6DSL/`MJNZ72"2G,W'@.6XT-=T4(K@'VY\4G_\93&!Y+N"09ITT+W^?P2,@7&&XS7@]

*MLUPY6GD;X*0&.*.CY13)#)HT/T1G+,[^CDM4=U@G>$+=4#7X7F(J0AN-(H'E`ML:1 ).0+,'O7&8!F[50(F0;1$QT[&4"1;ZO9B8>^CL>=K]Y\("_.6-VS&4B6"7Z\`M@.*

(I:0#2VAFC70A9A`W\8K9]U5^Y\+GR4^YP-7B`\;N+#48B1IF57I>&8(<`MC$4\BKPARA1V6YGE'1$HYY+`RUYD(_|^-^K7M@8M`4'!-QFIE_-`BAY-*

Xf!XSH9HZL$H.X'MMSLZI8T_PXNG,2RJ[.,]2_JT68K#9%>068M!"###8'8G#\MA"#H]> M&!QWCUX-8W!0.X'8+&H=F4<"UUK6:.A%@U"9KF5,U+_.()FO=73_^L=`UZ-*

G"AU-6%O`MN#PMQ]##97";$6-$;5U)_4H!(E0"Y3616Y]D|\Y<;&ZJKG$%QF*>7VC1Y";Y0% M82"'B_MDS0C`1$N!0G,E3*/R\A-8RZ+YAKA{)O!ZV=+ZUEIRM|HZNQ&Y>";*

M@4'8'(5@B(%L'7K4^6G:,;F06-.@"8J,:,Q'-\38UX]%+\`DWPQI^#_$^.MYZ>V5$U1,TW]@I6@TS^=",F.,3OB3+#075L[#G":1-(04&,9=Z/7*,VUK>>~]/4N.*

*.N$/"H19)5RMGA%YE"2_G^[^X[?? M?H/_W_\'+]KUYJ9S#KZ%PQ0%N*GRZ4AF! .!*,V&&6'X"-A5+QS39F'7(=*3 MH%PK3@6,6%$\9-5":'*U]"XW>?LFIT0@ID.F0*

*MT%IBF3#FHXK:RC2`4321'2"3+;'"1PF.P+TW?'[%[&7OE]48V.(I+&&N M+Q)(>T?IL7*IYQ7_PY>1R*)'83.]\>Q6&S):.^3"\N)1`M&C-FE&\+S"NH2C*O**W4B,O73&T;J;Z*

[+FQNE#Q.DBN@1(|F>/R\WZH\D-6`M>M@/X'<"<0^OR?S04+`[R5F=;VX$!]$YPRY;T]DF[-B20G`M,GL0K2-*I9<@E!9-%3MLMQ:L8<$_93HQ^S!G\U^0*+J_A#W?*

_;C8TLB`M9I_U+#5VJ>0BA@X]`IT3GN\YYK/PV_C7_\[^`HDN`OBA?N'MC&X`MB8D.L! S&>-ZLMJ`MX7>(GOFU:RQ@<,(&.+X]EY`2OUI!9Z8GZ,)#HJIXLKZLV1

-9259#;3Z5"V`M`OBY9/+))3G![E36R/+<7*CL68H8U/%1E`.)+,NA3\>REFEJ$@L?E2X`M^]^"ZQ3\"\B[#"/2<.D#RUZS9D)+Z`MSF&GN-+>N;(M@[0PP[*

R.:+BCI=8%DFNT@_N?2^&>-$-[E/W7FC&&7#EY)AP`MZ_`1P5/5-T.]M5&_1\56WZ*E6Y?6+3]36;=VG:H7%BY@"#*Z3!UA*(Y#8.Y`MF5]KI4T.4*TTQA$(4T_]A"$197N

WJ9Z9A.2@GJU>:.$@)/YF/!=X[0P6B-F`M>(OCT"@.YDH.0J)>$YY)4@2C8&FXI^GVD*8_G&$Y5]=?1O"?BU+&0M5\.W9#`M8?_A1MDH=:.0#BN@

WU6<@ZWLE=^)5P@L]7A!^Y"3B$A,*&>M-EEDMY=H*A4C`M^CG;TC,*9QYI8TC>F47(Y;.A,NHA5P(WDL/86"0EY+HVQ:=N4.S;!67QNDX/`M'D_&K%R=-2;?

&!J2R%'9M57YA4+MF7!;]OKFYB(ICVF/>&(28U.(CF`1M/6;<8E*QFE_AEY`.!K*##8T5URMW`M6JIJ1\;>:G-B90WLN*#CM/B/S2[OM_B/%O^Q.?B/DW?E*7HQDE,3`]&LXX(F*

M S6`%Q>F^1(%47FIW<)NV%ZHE?/L,QW?<<@6%*PIFT-ILVCZAK2`NF&]K"==`MFL]Z5(PEN>C=-2UFT3$N/?S=C@HQASB1F%=!,7GK;!-N?)88?#T9.[96?,.5

M=FO56ZN^.5;!]&U1G:?-)XZ2#4/K&H18,.&Y,&]U=.,+IR>:1\%3WP'PQ%;FJ`M.ASH]L7"WV.Z'9A;H)-.A7NC&5?HFJL)GLR[X_\BZ>!L'M@N0;&

*M>^OU"!3G96L";D*E.YOAW4FN\<)=68!'RNIC@H=A2E85&.MA>KXC72W).`"^5`MCB5\#W&6+\#+EDOD0;-%LAHK:XGDL@5AFDP5(DM&M2#RU$VY1\7Z\;N(HDH6*

*M)T^AL[67K9/'6AZ%@A_),\=N`*[.2W$P%*W;#`7/A=NY%V7W8AA5]*WDZV$-MTV"'"#.X.#U1LGRAB9\"W/EE7L>[S'("\U812`KK!W3Z9*MNQXRWF&+=X=[P;$.*

M9ZZ+_0#%JS)!!8X#_8M6$6MGTVD:2)QVK&I=\WQI-#,G8R9?E#EKA6(IKP3J`MX98/@N,PGQ!IYPJNW,P"AE6T76<50R.%U#Y@?H`V<>$&K/A-T"W-9V;J9II[#*

*($BS'V)KJ;`=865,K8S+8I[]R0!7]>3H,X4P;K`M2`B6*CN;BHFN>A0[:B0.;29&$M')97+\S"@%8T<05<2O$`,4X_CUH'3R62]?`M`+-5F?LW-&F*K2SQY#7#P)>S6ZT92F-*

*+R;K34I[`7$=@?CBE#;R4`%9"6(B`M5IR.RX'-.,5ZCA@3'&IHNNY)MH&I\DZX/G4;909A=+)W&W?HO'@T`TI^80X/`M#T52SY*9CN+ZCNF(M1_FC<81U:GEWZ/4[5+&*

*<|,]-0S>?#5<<>%=H[*I]* MG`ZMO()W>H27X[JK8=V,K/0LTTGQU/8%](8%3.T5T/66690`Q'E.C'Y:2.301W)\?/JVNPM<9ER]BQT"4L:2L62^B`M<-*

&D&FMQ3XHIC[QX].1@G6F0&R]TOL+A`&-$.4M.3';2-)vEW:8>N$;[^SL[}>\VMRW[](#7\0RD]( KWT)0`MZ]B]QGT6Q)<[.WM.+TD"9L)8`1%ZM%=\Q,-

*]RN^MW0/;V]^#9^Y_0BU8\H!K`M25?2GRPL1&C&NK(ZA-7%BA1W^*/T`MG`2(H!%37(V0P(.O"">5$BV2)*C750=-RP=O>#./*+]RH'0)@AB[<\VH;T'>8*

*#BPTR%@=E;5OF*M8D+|2Z@4UPK>Q@<,>:\0;OX@7"HF*!C`:UR^,B&T6O.:?U)6E?-A_8<"%X8+`M\\B&T6O.:?-(3;P.M<&`

5;%QE48&2]GEMV|/PU=2,W2.,;ST7/;7ZES:^\87[E8'=C\BL-_M8;_=VSU&1O6S_[Z\^GG1/__;/Z?S3N"@M/MOYDZT^^@3|Y_K^Y/[^V_F3 M;$1V=TD|6Z)
K[^=6:G$&E1X8&+LCA - L*)D-=:Q*^V/|R$XP6G<^X0/SB MV\-!=FMXI(N\|H[=7>_L&Z'R?W^YT{W3/3TN@\8<-V8M_NT_KWY>8F?&CYO+ MP>TWI&*YZW^_?W*
*#",*N4+\AQ6;H/Q*EH>,.41"F$BCN.O\MYLXY4NYM>0%R-MR"I4LPSD!$ZB2X<(>",.YK-P.O,%08+Q6_A[#+;,"677$VB?GS"|TFK<5=Q31*
MWEZD0>9FYV7/A|_3ZWQSR&5/9'G(D#OO.(OS@6$.RG4|_F"%=0:N1_%(S|; MT% '-OK'$(Z&AXUP^^"7'|QA|+OSP|>OTX/O55QYBBQ\|Q{(X516AF@5ERZ9NQ MO:,8-U=S)6O!T8Z+79QO,6OL>=!34(C??ONM%OKW^+A[?-3Z?X\PI^W\%)%_OCUJZL=H^Z)SMMUKPI,//%HEH)@ERIE+G3/2UF MU.2+
[]](@]8.VL^79|36FUVL5^\^ZUT/D.KG|KIWTR>(/S(.W1:!LIM4U,ZX MB;\'[6_?:]]KWVO?>PT|>9;=|-"FJ55^'AB1@P\3V>YTCW?W/Y;S>/P.SN)) MH^KD;=#21#G\.P0M>9>*
*[!/'+S:%W^%GOH34*OB-.UA_/E6_3"YK_W-%E5EHS<+++5+45C5@+*$IH_TTDP-?NY\[_?O:(C@3?^?-M/P8W1%U;#13+'(Z===^AQ[T6>Z[\..KVX%-*
*JDD++=]KWVO?:!J;R&^K$U_?2#_M\N\7';5Q3A/E\.\0YVQ<^NM_VO37QA^LOY^'"R^1_C!JH5R-EMZ_@UEHH5PF M__4*I*7-*
*X@TOEYQ__NC1;*GKB|YEO;R7TC7[\X>PH;6V?S=K>_H.#7.O.2KF MH(3%]?F-YO_VGW=T4,,)##8+ P0RUP$LGW9\PQX>6HH1LH)_VG\+ZHZ#P;K M7$4D-*
+B\XSF;@ZO+=?74<3;_/8E4ZRW;7IW]/RR9B]2T_=^KWG\Y7OKWMYII M^<%W_ZA$U35M]_>K=_^_V5P.>!YEU@UI/FOUS=]GM#:2L1^N"D(!%':Y.(*
MXN)VF4)MOU;10X?(F\VKC]{4KT?SGWJLTA>AZS"<14"BW_*S-GU$*1,]:I M:N&@6BW0V'76"#@<:%|3#@,:V#EHK\2%U HM#14*X>@I$Y-S@AWD;ZPV-IHN] MH>=[/*
{O!6=EH\2$-FlQ*K6&&AH71K679;^F"FFZ|CFLUB"8@L'1\ZVZR/EB M'T5=''#ZG+LI"Z30-O-%"8UIK.9JN(*1G<;C(LR_'J0=0?5Y)^-+$N?;=:O^] M>EV:OPK|"S5E2/Q+|-
#0A]L.+<&/$XJ+$PWX4;IY$:38N"@O_N_ROU9CQ& MMOP!QLL+X=5#]4/8(N%B&C*Z[G_.'5I>11_,AZP#[L@E2I7 M+LB->/3$TPO/2E'+-G=!ZJA:N3;,*18KQ>*Y"Q,?*
FZQHCQ8L2IQ$Z6B1IW;X MNBWZ'0=D;D7K<,F9(6/JH.W|_W>]0\NG7>;Z"2WIS&>Z=$N1P16K$>QO%N=@"R,':(Y-P_YHG/-MC:
NQU48&GVF)28(B67=-8HN;&#^52(\0TU=_@?B9BU&D'#&.#AE[2P(V6V-M%[_1E+Q&(")R]S,)CF'IR/PAGA MY%RT_)3!=29AY/Q+>H7;-
SX3$29XD>Y{fEA5,OPD7OXZ"O\$UZ$6!W=),6Q# M!/FNE;IGI6X)>"P.*X3(V\[_Z%$1IFQ+_^X(2ZSS3U(-C+3H MC61^\!54O>,&<1K1. -P98(.: Q=C<$7D#_^$_H[<9A&
*(Y"_7#U!W0 -L<0. M<-DTASR6;SMMH)>&?]U{A&Q_>_R>.WXD?V'<'"HJE5AV\",4'X!<N]>_:F M,_[`ZIZ H1ZNL0CTVD;?9(&+6PBWK4UP}*XD)N MQ7=06.)T-*
*@LC*EZ.1>)Z/GEJF2IXSGM<2N+(O0BMW&B=W(`MJDKD92=!!-49;_)'C;!EOI23'?SLBE6,T^,2*[YGT|:VHO++HO)]/EM9!T<# MW;87P_B7#;"*W9TRE&K6JM3!L=?*
*T5C8TQCQS9}1=_7|Q7)>(IAQ,C?'QX94' M$0F(FA[<1W;NIL(-4%5Z039#TG5^!+Z(8TZE/'FQ,%F6CA/S]>($@(N)4O@L M.(H3N#K8;OT5|(I*V;BSF>^-.-*
$L3R5.Y^)O\PVT[ODSF[M:V%GA[)0XSJ'' MW%ZSABG[O3>_!;IB24&*'YWS?D\\M0'P1CQ56&T!H7;_0>]E&8NVO6@"R,';;$2&@'/HED^.RC_C=V%W
*MVZC'IT(D.HBESK|PZF!FB8V\H,S\0K08.],T@8C/AS 0[=*8QUD.1?(D1. P MDEPC^"0PIW886'3CGXD"6[78JL5E3KB!L;-XKWUYS&$/YC0'%H\FCX8- QJ,*
M.@WAS(\>7#Q\$,@YR,XI;[G4PI0/DMIP2U?3\.T33CR7"3]>-(YP_CNSS#Z MM?A\ML>O/8YO=ARE7=`HM.]NX-Z+1O@H?"YM*W:RMWO\CQBB-$0ATS$"'!RL. M*
*QK835V$O4S:UBJZ0HD489+C&*O"'7PM_KD+9GM#VCJYQ1C1Q56?^UKU"# M.(XA_!IJP.JR[*#"8O^A5#.?2[\A%!SRW?1H&7B)KACGG/T<|<>ZW+ PBWK4UP}*XD)N MQ7=06.)T-*
*BRJ0FI>&:1**#TG9(I;*E\/M/?NB"M>GMS]2,[C-.:/DU6;F=-6)TE ME1L5'FWE)0+*HR0/KO6Z%UOH-P0HCD9A-"8MJ-VP6SNAWE,)]7R8M3(Z;D.* M-S7)>#XXVO6.*
*VZX'73:L?PB4(9, Z]3\J58!$IKS*R6S&,7P9$]3',Y.[)^4(=,.81SF6'P1-8Z .>IUKH"Q2 MUUCFQ'=):'3U5;/H"M>IB54X6HQ5.*RN?PF_U(KE^W+G_]:U|HOOW%^G48SU*
*M*CQZTE-R=O>Z>R7ZFZ2GXUP(-$4=+$V*F:!M=!2#"_,2A4?GEZ_@X4$&_R*& MS[E38;7G!R$_'&4Z6;&Q4.[_^)3C>2RVDK;-QFVS\6()>5FS\>FC H,>U|*
*M10#Y>UDK<&^>7,R28C.D&S#8%+D2=4|0@C@=/6#B*D!0T"S$"L]_%^>)88 M%\KJ%ZU;]>56Y51N9#"|"E7LR@+6PBWK4UP}*XD)N MQ7=06.)T->E)+[.A/%!&$'S?*
*@%[(<-8S&N=EI:9NV-:-YM5+/V?MNLW39KKI-9^Y03-MFK6;CP+Z01'A9%G*1ZSB3KJ.Y8LW0O"'F-@7#=% C6/].XS@450RB MF3(^Q*
*<'-16<*PJW#NZGHV.&CG*S.HX[QKOE[`[H9&\0T=R2$-1ZQ[EWTWL1 MTXS?),)4+W^2N=NFF75.Y#]/X,2@\-,PE"PL"/S#J?N+&_\DI2>7_)383SSA*
MCY$:B0H#*7KR#*Q'3T_U(KQZ1\PO"=AD/ KH/O>G.=5G2?@L.H$]`U'4LI2/YITB=>#!:7\SH0,"MF!R,(M|A",S]$4MN\NH,]6["\"XZ"0" R^K<_44H$TNG+6 >C'(&*
*BI\01 M 6\YRH\%P989"TFE_)CX-L*0L1TM.;FF@[T4]6>LJR9PT3YG2/7U&CTN,?HT M6.S)O)+Q:>S%(V^&W^\/Q.!^":7:]HG 684)MD43QM&$@A|>V,)]8%/#LH M,Q?*
*(<$!K]TXK(,WQ U0Q922BIY M(U\1.*,|;_QF*K'NN5*TB^,')< 1OD(08V7L&)-^8$0!8R:PSB44\'HPD&- M.BI5M[2@CZAVK%H0U+6;T!;$6'U;WWK_YV]C^*
K;S:R^E=O!1=L/|%$W=__<_M^1Z"*]$>UH^QG[>#[U?7$<#'_;S:S=X_1M\IGKL9>SY:NU;I=XW?N_T7T8*
MA%/,\6]Q!8E=;"0I,$A2I=)E7!1OOW(>HB%HT38U4,RG7C#7,]TX]LHP&)6P M BOTBOA+C%)N/2%"(Y/80+1'D|.XI&/).!T2"4C-3,.FQMW7BB$$XU9W"!&Q
MXWLQI@:S@7<';>S$(T]TXRG7:\BA&.)B1F(@(248LJB@LJ|;..\HRFO!/E&!V MU<0D.YK7]R.3F#951T=R>8E;0>;&,<-,LK]2 MXES)S#@O$;0>K M-@)5'[_)tTN1$;,Y'-
/HG#,J)RHX;=<>C&@K*J^N1@LBH2#R*(6=]_);2S MJYK?1Q-?TZK;8MMQTA@%6U;2X58PW^_>RPFI/$-900-U*T<,5X&_>3ZF FLT MGGKR?)U%R(YBFE+T4YQ)-*
*+A.Q=N$!$N:.EI0XD'5ES&=^U$B*UI^^&OU5,N& MBU2K M\I^&@Z53N3.I6H0KREU@L=#)_)3TC>. M+;,"%U7(I<$!,S&S&H-P3V.--[J*UFY|B2;WXE^Q315+7C?*
*&+E(S:)EX@&_Y M^$TI%*PRQM)CATWVYR^>A-$*2,,$Q/#OB|SX+4M(&/P5IO=(_$!A\&B48@.8*
*MKV&%DISBM;&Y38QJ*5<(T@OQCVOE6$=6:HSUK7,.02UE&C%|Z8?!/1^^#&9. M7<5@GO^5PKUE+W2%SG3-4TLC#U)@9R'-MLWZ4(E65>C^N4N\9-?-*
*Q)3LM0U:EJNE 6EO32%0>BV!%>C44"-L'KO*6U'2K M:U#(XH9JV'1*1&*JG+8;>;"3CQZ &#GZ?EK&0A63!L?99Q,[\U|\9:+<=+1}?BL/ M>_M|8^;.O?*
*^Y5W'Z5WV+OZX'=S"/\Z=P??KFZO?Z9W7MR@-.7^:QR@_'Y5CQ\@V M()+HR!=,9H0P_^(.06GB?ZERN>)XT2)&+ZB,.|*Z\+GM2$X8R2$!/^G/)4+H MQ\7THXHU MR)Y@.*
+U)"6C"RBW@3%&?:5.8(Z]5RL[F2EL]=FHZ2;=NORQ? M+NK#E'HXWUL)[Y!3HGW7FFIT$V.K,H6#BB729I =4O;[,I]!:RX($V=,R5Y" M^64-IHH1'%PJ[H!
(&##+7XZ$BZF/S*5;.MW,^&XT .A'LY;'$;+>]GM7$_#4=P?!O%+--Y>57E'CTBL233I40CV:.2F0+&%A,LW%41>;A0"BKG/82UUP-_AD?:A,B#;\! [";0W39BNJ1AFFH]8P
*MM89IG8#4@Y92_=7L67F(6M*Z|TAC!7-)-,.!+[-QZ:L/ZIF?!O.J6I;GY=[(/.P.033K(*=2;P !!!/OEH-*4LC M=Y9@#DOFLO"=#M<48B_6:67[})9D+_,_K*
0MJ./Q3HO3]$M(U'D91KF-!Q*IS MS&?F%/>6 ,M|A/0R387*YNRVO&U=W>:<;%C;4H^A4I)[SL0^7]'-+ZMRP)FO] MJ+RS7C-&Y75@_7$#N%B(ZR_W1[$5("X?MB?*
*LY7YQ(P 8T56;W&%+[%=\)OP MHX94@E@)>62>&I6WS.,W<*I>K=EY'Z6N5:UU*DW;-1AZ3!(L]74^H(&;F950*
*M7I0"\3(I2K%3&K&K]F@1Y*7@,AQO0Z+H,LUO[_[+UK<^)*EB[\5S)ZIN>U)RC" MX OVV1$=06%<16^7[0&\]_?Y\H80PM8N0+0DRN7Y]6==,E-W$!A;PM;$,;W+*
*MZ):7E>OZK+6P%>V#H4&G^&;0M>3WA&-R4PFY:,. #IGINWI=[&*4B^]\;MWH1=,;LF|ZTQ MMK(9HR_*2^@LJVDU-,/H_(XXK!?57|2OH?*
4TI>;.6X"3@NK|K:R,ARV.U\1 M-2G^,T)=R/1GKE]0!$*G?BW#@A"'N3?LBKOK|LU6$UZ33IV(4K\X3&M*1M,4+:$GG&U<"CX%?1;*>1@|FG8UG/#TME*7L)|ZOQDX^&*
M9XF&:OF$*3Y\49F#W5_ DL9P)E53*'G=1C7:>9K#AZ;.$\8A!PH;]G_->K1 M(8T=B[$\X3KPH*#[KDWG'=$V7]AA=2[#K=%(86=[MK7G31!?
*76!E4.]QH_E%@P72QZN:W2QI M=_6'LZ/SDD)",2L.QOQ&PD0*IKU;7]6G5MGZZE^K1; ??=P#9X!99]\6;^ MC S)1/[_K]588S4THG5W KN!$+,I?*
1U!4USG4&X<,S#FE1S&G[\RA]*;N!V+\2:$)GX%>W_6_BIDI<|OK=#DSV2[+ M;<@#T>[\?G/[_;[<867X>92=&YO!O1O=9?XWAM^%=?=F\MN?^V&2ZW.!%"*
*MI@L%A88NP<*DXI.,67L=+$*>H:RBQK>1M:8'|ECQB/V$)' (@/1TA>/:KM'54V90 ^FB V&.,N_,& M#;S99Z3:>6+ ^""X1WZF=4C O*B2(_54P&1S=P?(?LL 8(G'P5RQ)QLA?*
*K.OD MBIDSIA03|A, Z?:G2_,2=/6 OGQW7=9XLMPQK2]>VQ$>AM$*X:2P, MD\IR5.QNO;C5[|A^])B=/)B]),'(FEL3F[*IJH#.Q)X;+D[*
*M(*384[&DB'TQJ1KU+)DX#)6ATZ9+]MD@RY1Z!$_.2"M/+6CJ63XR)KB%<1HQ M]A*T@J0/R:<#&>DA(D,E]Q#^ +Y/"P^LR/:GLK(Y>KRQP+$]KW&NVU@04;)U M Y9-*
*#0Z<;2U\ NYS6%OU3ZO1.YW15&*IO9J8VH8JH(66R'A),Z*)8BX*AMA] M)V8C7=F_D-VX-BS):.G.?U@A;5S5YNX1.("S/HRWPB\!3!AHN4<1XK+G[\N319FV1*NT^.M.Q3*
14:3?T8H]4YG3 M\(.>'|]Q9+S=R42FWERJPO8WPSO.@$1XO,<|2)\06;)'*%OD6?1LTC2MB;"0 M*[^.;I.Q"/.V:@NND#0/&>X^DS^^=TQ'<#+C!7_@C"$;^<6!32-*
*U#7:H1\H, T$:."5.6?KV'N!'L,A$ '0=>^>P!&_$!% M1)DX#"8"I(\PT6@YOI#JI@^'[6G[26I>22Y/1V#^'-"<%!UU,21:A1,%:R*F M,)0IJ1;NR/;ET:4J*ZS_1)VS*7:\1:G(HM6D*
M9=<@SV>NDXB+PXPDWVEE)9?Z"E9OLS_K4Q//ZU9O-BJ2[\4K\ ML-V. Y,JW,0]-[-'(^ <;&NB< MTAU 4,T)FU1#ZY@)%-|:[:8&E*L9!C=XL91D3]R M;%!C2.72 3&KX-*
*PLT&6UB/P7@!\F8/:+EKBUM>X/<2 C<_XCEI54 M=8K0(33"P!]"$9\,+Y#*0*TF-I'A(>CH8|!7#,<[MJ8@_D#@RXDFE0?5:3&Q M C3-;5TP:,XYM|50Z9V!8Z2F/",QEU7:Y3P-*
08QNl0 A(]J2MK9:CH4 MQ4VG$=N3[Y1N+UX\Y:9TE%)ILE()XPNK@B]=EGT#WF3IV&4(3>9T_:>)@51+ MZ]+)>;4V'(0L[X#K3N%%X^>0))T
ME<4W#ODKG#5TT#YDFG[$4-CWX6[_:0"H!E[?/#Y,"6-5 Z^=ETOT. M.CP_LM"_I%T;8SKSOY9S"2"M#3/AL*(&0HJ/S85R\Y$+FN'<:A+?KVASSN%
*MZ)3V1JW$M",C(|R]8%T+=TO>C-X43XR<)34?#%YB^TJ7E((2VYA8\FG#\RP$ MGJ&F2T6=5>Q.0J>!;$)}JD#G%/#BE4ZI>$^Y.,9@5$G16XHJKD%(*4H:LLX@K'-MM-*
8K9"MX)#W!0*7=LF&RN[GL[,94;!)=-.HQFBDIV9XI5Q5E+4G=.%AW:F-- MT4]]M\7T.[6M>4UX"G2DP((U8B;$-1/6W%S.1BX)%}[(!28>RRSO2H<0"2DK, MHHMM,0;*
[BH&Q-G39H@E";0PT-F1!$$.R455G4NISS/CHFM)+6,#OIL1%%!: MH/V$/D/4L-I^S*?@S@!9 M)'1=AC2^%4I7X,>F%MZ8-X!88@9&2+P2W3.R)7HA.(Z9G-/!HK&F1?(G!4E.*
M[2M1I0M#=FFWU',25"!5/"R;A46L[)DM]<>1,?_A+A>^B=;XW'.F/^%X/Z-6 M$VVIVRRF&+C8@MI>SP+7AP8NPW3CI%NQ'#[(BY!@4([GX#;=XE#!F1B9IXL&:
*M(_QQ*GOLPICD+]B.8V[:BREW.T;=*7A&%&\2H+\T.E9A;643WRC@UA,'3X\6 MC1V%K(%[6@N[<#1T4B,TTVP>TC!P7 :[H#+A PFE8G<)]H([HAG*U&Z4>@N*
*MHHDTN>DN>]J^\&P'>=*54CC%4;:QU5(HPII%!G2.-N+D,9>H@FFZ,"-$P8 M5!Z6_[@W2!$\"X.5KK$U8F [R#T"@2Y=3B%1:VP0LA,0NC;*46R:C=]=P M.A^!K*
WN26(%?:!7^G-7; H_^GACV8_/&1O;H9K0F>,9<5F:O'DI4.R.MAU M"#O"%4RG(0@Y^AI Q]'@A&PP2,K|A3'NS#P93T:TXG2 M!Y/F])=V;,KE9/W"[R,C9&:1P$F5-*
0HFRRLZ2F5++A,.7'H T&-B/7S6LB# MDK(4G$!Y,#H.8<,C_C_14H+394A%,Z']9QR#N4S#4;^CP!2W*QEG+M_.CT:Y M3\;C5@!^2G|$[D].C,91LV7\/>UW&V[;15M%
*((BP.:*QM(1[**059IF*!74 MM2:6*\\HS .1:9"!W8_$H&FQO&=DO5&:12@1+_|"*N,;6<6'D0V2SLH'GD:GW M4YIH^OR%');;)++G,S S8<4X24(':/A8P8D-*
^$Y,9'3UG^(4#\L050+5[K&&J M!N7+9G@SW"@GPWE2-H#TIWE+#5,4-HM@*OZ!S-:8.4NT5<=+:,\U#]9EF@4]C M8=C$UR;+Z?0%8;U|%9C9KM-TMF" !H/Q,:
(K6U5ZTN:|Q&T@":X@:;;W^2|W M>A+9%?G(CLS.RX]$YG:&>00"B5MPQ"V%!HM;3&I-,Z+PK;\.#.%,RVR_GKC M^%CB-*
SNY\PJSQP,QD\B))8K&+FORG[X]S6"ZHL>1/XH2J0 <36L$_$<4Z"T.1'G?WZ@6JE\/\^8H7+@2RD8N?U1_D 3 MC ^!-)G5XP@^!^+8IZ>X)M|\7-EQT:,Y$.W9<-*
!Z;$.14$QF_'!(5LCMNQ$ M3CPT-J"E"B'=Y6)L8[M4C$6L3$KH?"#D9/05:8.HS=BA&&343FFK;'=W/S M"7,,<]5!5*F*
*71RH>#+*HNDT4W_35B<<"TNW*^4UE^]=24@K2Z;(4 8K2F'M M*C.&LE:M"BQ!CJ7A0ECT?CWU$ 5*LD8LJ72- ,=\QP?J'&E[#RN>]#J.UW5 M]S8@=#>*F5/|P.-*
':=44:ES])<>:<70LRL64&0)'7:$6/EBTH4J@>-5HPTD5 M,;:BB#>7))-UIW.#%&GQ!QS,V0AZ2W%!+.Z#!0HHF(Q+AGT'+IZ8WB"CVRE5*
*M!)\#%!WIRKQL)&$E5O:"RY1+K)QO68J42*T4&L2_V(HB]'WEY&C3M12UQ+^$) MT/$5>ZZS|E8DIZF,)PE(8W=!AB48,M/)!13\2T2AI%_*TKV!>[4TR!E,]=8*
*M11|LP6QY&G4$V5|HI;<<8$LDP\E(<65]J:I#A/+*0==`+,I>E=\TC\2V-VYHV M:&46 YFQ9*IF.IU21YN<%";;$<^G$BM4/B1;J&D$<;J#*1WB(V:W1ARV+PV MZ'|SG:G*
;$O!*7'A[Z^?>&Q('PV,L&G--%E<6(56])\JN1U']#E3'CD9STNE M1=A:%,.1;C(B,/[W@7<8|HJVW<,QO!@GE3ZU@0.0R5 ![P],Q3S5K&?Z/*
M%-0%W=M9+!S77\XEOMLDM$VH&&\X;N//.3(9?W\,#[DRARO$>PK-SUFUT,! M3L?9+1E(!GL'4?CN!G$%]<(=+K#!%(7+0VD4NH\U&&(#K[_2U(;MR8PZR5C
*MP[#ON(N,)+Q9F_ +.I3YTMHRST*K5.H3K!8L5\|#+XCGGG.+ET2D@F'>'E=W M @:849@X. ^\A@S$!.T(\PP@D+,GK>4W5:(TDHW'.8NHG,5W!FLI9:,>|KFJN*
M6>/H.>C.P!$:6X+Q55]H/(;A/P_%&/3R4%"2E)Z%+ZNT2B;M1\L8LYY3@C\ M(HRCRI^#1.UE!E]\2@-U@5G;945E"$,VU17D=33#\(S>OX(A#-I&!(AWX8*
M<#YXK(1N1]#%247.5E9 =,.E9B&M9TM.")E.K,9M<);.6$*2*0*R\)53'M:12?F&U!T?J1S^C GIO3)>|?NI^P$!.""M;FLJ20\';&8B)DSMX 3&#.PMSS9
*M*B(\8HSJN4H7H(%NX&0Y((K'-IQ7> MJ]3XF4ONZ9O#$()4S!%5-S$Y>&!^]M%TO\$,=(85M2)W`D$/> ^N>ZH&?69N7+:."'A-92F>*E4_0.%O.09&Q:F:, M=!8&,H[<.*N?*
R(KPF3C$<@NQ :V 5S(9EKYYP-}B1!<-&Z;':7/QZAS|>-U M5+,RGIA-*(S@X++O%#+W%)8O&I[G4T &:V5S*)EZ=)C-$R7#4&=S'&4]|.G$ M.U-F$UZ6|2%7@0FX.N(>K<
],L\):!V8\<]B?!)B,9&=NP|\A0^NDD/#)S,5F2!%?, ^C8/:W)JS!UXLBFW MX0(3.@U62,HCF<'V&@"@UF@]EUJ-;W-S+%YJKR=#OD4'2.)55LYA<;&&7DSN M'V4D^3T.-4%]!/.
*(D%O6XQ\MTZ*DKQJD.2L"I)409*/$WO?RXRI(/)3PS7. MH"&M<LR,YR2["':OM%\3R%52%+6!!=(85CP7/Y"Y",L$=+YOLT*#9C\Z,@-, M<*2>EK*\, ^,DRB"OI.5^,\R2X\E-*
*9+0%U>2E M_Q*E2\((0Q7_8'(MW*0WN,[R 9VSF#%@3AV[WI)2FH3HG>N02R!2929+%Y5DI.5QY#IWD+4!149 M(Z^'6DQ\O:Y.AE:TNA#JOZ0=K X/-=Q-*
*(V%#)>;ZO^U)M!)L4K 6,^ M5':.Wf*IKO4E-]1U;=U1XFW!WDBZ?=/@/NGEBU142[TN/&62YCG48AM\C#TKZ MT$/H!AV<-M7Q)(W;]F0&FG+%I0]FU\6*
*RTXMV054Y+B;%%14-9AC1-[DQ, MO181(81P)DR88}??\KCJ62'3*N1>#)0'%Z3%FA4]3]9VHX+T1P 14*FMH*TT^+,[-]G (!E3N|@%%]BZI,%MW,7)1S=4K5Z#W-*
M8ERG;1^V%#'+EMQF!!D%B@W1 \Q8&P^(%2!?F%BO5PVU_"L6KQ01(_.5T+4 MDX4?,CK7A%CYRF);>V&Y?B3K+1MFWLN K]$];4@HK8TKO-HCU3%8]U^VO-8*
MV.H6 #;L6W /U|_^'[<6%CS0EE'9Z#]$-O_Z$7Y5W(4A?((H-E0#)($D\?WBP MTS0))>D6@3H0.(3Z DCUGY(79"F#C#)E*4DD^7)LM%,BT\8'GC/9L63BZ XJ M#&#,=(U, EP-*
*MP2?6O/;%V!/SR7H|&LR!:5 -&8P6I#%,=0WY5T926&kH,PM M:!6K4M3R2Z'Z'|K?0X 2X@0!RGI(N.'"'I+(X-NY63[09@8O2 1">,<. MHMB6*QD0$A>,";.",O;W!DE:,,0=4-9. M$+/D]@W>+G-3@8?*
*8&D/'"T6'5GL/DNC_9T(:1K&@=1;T$FTB.3]+ -#5WO&3W,E MJ-!"REQYZDZN86Z1V^,]9<{KZQ$P@*K/R|Q?10JZ*-'%(Z\AFD:4 M0'=PTC=RWY3ZK)GGO5586E98#>S9T2*
JIL^|-2LR_(J"$",$"!XPW06&F4S M@=3T]AG,+UDFBS.9KR9,7]! (T#WX)6R6(!\,)Q_+P ;+!ZSD^;4L+&.CFYWR&UI M/
W2I"FJ'PT/B)90AP^(3,DJC(<{&EEG\S'6JP//SVP>&D MN%!$OQQDARH MJ!5"J!UW9/OL>]E6T^3 34+'Y% L=Q=;6:<)7 @.$8&RE2*5.GIY]MU9V,VL8!*84M@G!=*
MPY6;%4HN,VPU2W@MLEKLN:I>JEZ6K#FB4.A82@5U"-W!3K>M8;0Z]EAS6W/ MSX;N!?:%?"U$UCC+YYXU.5-T$48YLSFMD=MCW%25L2 /E,!0PG M#*

3\,H$' M-&+REMKZ+0B8@&+3HO>.3%21F2118&$9@TT*PQ71'\O^/0Q_;.<'_$ GZ1\0 M_Y{JUO9:M5R5&42M,M7MCWD0ACEEGF3!C$65EY>2!*WD"$N1FD2/1'M;7DB:OQ>ZF*]6K>'VVF4Z-<=/0!_5>OK*MTRF\-Q_SWW%WO-VMA,VF!"8F!2^EE*KRRSN+3G;0XX>Y2AKW@(1"G^0Y4ODBM](#W82RG;.M9:.%M_N?C"IK?Z]WX(>AM*CNBTHP=/[';+/4HI0.G>[P?PV9,>K9MJ$1]UC""*OOZ(2|>NMFT)C_D^H<)JG'95*2,A>&V.(K.MO5SQD XIH!%(73R@L,4;G<^WY>@L3B<*$N+&&\'C0RI.O,=/E%V4/0/GHLC M=T?M<4U=/N(4$_$6\KA2#+0J4OAH;7*S"P5:=H<1H=`K=:8N)-L$N+/"K*M"H+Y=*8/7+/"':^E$U>Y/0]E'!'OW'4F';U.IG<$R^-91U%:4H!!LBJ]ZD2\ M/!0Q#UBZ"'SE*79:9N:N^A-']X-O'BV!$!7GOD9@_PG !RW90KIC$3B0CBF M-9MQ*VJI=H#O&'#]>H01'-DAZ7!].Y8,X63SQ=ER6$1N1#)>F @49CZQ/ENR M7:[9D+*SY7Z*#=7> QNJE39R-S8R5/,"AM9?NQ\V5,*:/GC,*3O]K5+PI?L MG$F7!+SQ_/"\E01I&^7A;O26.M M[4=C?57S3W*E9&D"]4XM?7HQ*:QZO'1T5(_+I_GNZ*.V1U.-;T=,.^<&TR8#_M_I\%R7?HJHG4*O#M!3X7F7FWQ>S_ZG7K[=N3)!A]=8W)B+2G6[[L]DSVZT> M:]'^R_B>SIS0_8C]G(6>#T5W7,# TR?IMBM$WVJU'^M]|!5M@LL99ARJP%M;FB M;84P^-(RU:,*F2H1X,:X;YFWJ$V:.JC,F&LV5>-'FLISIA4FS$,;+#15PP! M30=YH .5RU=9.6&V4!UH&2)Y"W4IY5*QT!44"M>N>M]5IQ"K90*%SAZO,DWT MFN@+5S%RJAKM&1*^1@&%BZ^I1@&5BS]D*E5?-'T!]TVUYE|/(00>KANQ#=QC MBNU@M8!0N?(CA2OOK>* -H.U&9P'N:#8%L(PT@IE(':/L:2XA87&K7<:;4^:'M4ZHV(+3C2-gbm-(U=]+3O0%=QRUU6=/%'H#BNTW4FH@]#{5FTUV;;"F6;]N M&NRA=4.Y1+8W]K+A|QP0.H-G8]#_T##2IZD)#[AK>M^XB7+OP)+Z)^C.[+[>M[QM=G9H8I2:",/,D$PYOZ??W.P-MOC&7J&<46:.$ED;JN*_E8OJN*_E8?]'- M_JG]NJ+[7:I6P95]%\'^&93#+OQQY)4LK/:5.W?]!7;(-IH/5/S2,NZ:YIW1M:NRG#UY6XTPI*H!..(>ZC::9V33[Q:UQZ73;-Z =]S0H@${HS;W $")85X_ MH+%46""TNXGRP'43\Q8#O!VC8=:,A040T(G9-0JL1X H-6^,5K_ .-!Y $9I M?E:J02@%@'\TZ]UOZ&,"OMDS,O4 * %\@37:O9Y!>7+'!*]RF$M(!G0V4HQ!%&V

*[7D!X5_,45',]"="7R'44NU'5,=HSO50O?:#P=[B5*WZH!6 D1D M+P]3$5 75&S{QEU#{H%DOD7R74=1'116+U0IR0-_(FG-1[T03Z*16K"2C%H MBG>KRL?H57&FD#!E<&5M;S@E4:H=;-FT>/56^TDB4{3=:<\Q]>lX%KB@)\|ZM9ZJ;,B&1?B^,F+BYA]R0&C3)4.OIX4;IQ)=(\T$T2SU1ZJCE$$'*$^IY_-BMJ9B1+092*%V;CNT5=6&;U=l99'&D[O:W5H2>N2BR@"5RW[K+H?O[^EGX &"4-MVULP%YM_*\BS/H+B*$MR:%DH;153'W=TEY_6;K=Z';G>;V> N6_P8&3C,5)M4[W,4;"+MD[O4'=F8K-E 3:ED]@_Q&UYV67B1+QM-[4V1A!P^B14VQ\ M05*NGAY3!-*7L^E"\XQ2)(KK%L=DHCW.O'-%]%D"ZF/[#4<"HZ1W(G';M:#YQH)N%:KE3O;3&X:NN$;KM_>U=]E.K ML596=N@*PZ6Y&IV1'$]R6SSAX] &B40; T'S0*>]O_[*^3'T$KKLX5=!WM.M,IB$9O=&M#/-9 _A%&<0L2NIK-Z@=H#W,' MS=8GY0$2%:G%_C2&R:11]4A]GFOHZN9%NF(MPR) <0WK44$;]8EUL0>1ALOM.C=IG(*BZ7 MM^U9RH[9Y^*2Z"],M.3%*'Q.JN1]2N_JZJ-*.P"\])1Q_2$W"&1(EY.?.. MKMF%QXTZ^.Y.(PK&(YZYQ%@B*3E2?QB6^QF"R(+FHQ1B.L('H?5{UP5X.C MQ*20Z$MUT*]PM'TC/!N+SSO49\F[79>IDPH+.1H?+,"ST>E"Z0X%WYWUY\!5MN0RZ(I@3A02#==? #G>+H1TXDQ"P5'W6/O=GSPY(X0.[<^O1)7OW?]U&T9EPIL"9U6Q7A!?60L(QTERZQLW7QFERB[MK.YVO9Q5I)-@E<*QLTK*1MGIS!ZI(HC\0A)I]+R0U+,)4&O/GEZ0W%IT]:= M0VM^<.K$$,_/,.W%\ZQ0/2]C"N,FCI^KQE?E:1RTIW4C@$;X=DBZ\D>LC \ M5VK+QB =WN"1?MSLFP.4OME'I[0!.E=JW3,]>:"R\#Y4IE2D*W&;5-P-^375QZ;39HH2 MC4A&J*]"N@ESJ@81DWR[`3\]6@E4JGBSUPU3>Z'JGB(Z^TVUEO6M^R5#C>L"MGD4U5RY57<[R%TK&S+8 Z"G>RFE M7 &YIB1.82#:Q)RM)GA4_JBI(OP/V3LM9E3\V'8H88P+I^%@72-$L"R;<+ MTQ.%%U9/DEMHYR(@P],%,]?TH.T-*M@KF7JS=%@^$C7PA\/'A0T8FVIHGORC_IXL"02^O^(9(MW&K#6N\ID.E/6V3S/3_7(0 M?_NT-L&O$\A.I9*WZFM28T7'5\QWI.T6(%^I)@4>V+21-P.;%"9,1]>V7/[M?0/?.0D]@E3OK#1[G&?0:+]CR.,!XME)ER!EF.7R\=(W6CZ2^X!3AU!#G5DI M;\3/=)T9K*G^D)ZAV^)RT7@@\WTP (O6S9PZP B9(QIU)35L62#X=L5OEX=>&=HYJJ;F. C-<*]M09X:P1 MCT8CGJD]02^RF70D0_"L{4]-0T88XU 4Y6)GE+VT/%G2$XRF=K*1RC$Q4)E MP_^R]9-TE2L1O8VTPBA M6'CHA_(P)%^MP_&@V/34367B:YM6KTRD@A;0LR*&8NHKD MX.?[&8-/IHIO<*VNYM3FI0<)A9W+E>M&(#H NDI1N+$&[;3EN(P23\!*EG34 M5-@R-;VR2JJB4(W>]'%JSB85RF$]TW0*5'E 9CC3QDI[55Q+:.(!M<[\V_BI0 M/6*3VK@$1KZYO)_^= -<$1105TJA'V<"6]]>G!CSL%Z,4P6C M:3 =K$WZCFFQ/HLRS2:.M&C:@0P\C#6U3Z>*$+X(=B.SW:Z"-!6 (C34,G.?.-R&X[:F]>6FC1=6LYQ8 MFZ?*A!]>1E=?$8(!=OM9C&M#H5W/!^C5\S2=L.;=$6+,P'D8@0* M/YFO8O-,H.B&G5WXIE,&/&5B=F&WJ89\CX(\ 4P<)Z.E5>TT-8WV+6?$DH,_M^O_![$*%$ 7M=DT=H54IW9M8!QDQ!%8 LZEKQ(^T.H3M95HV%:8RL/_PKGVJ MS-,ET'8/#CHTAA'6'*-5\K_XEH.#8DPI^A$-6"_5GL MA(D<*[0B]117H$>QB?4!"%57LWKM4' $H/F526#=<@"74VG]3%3U;11U*BD MHQ,,QX8MD;"_&Z[ZX<"WG[4!Q:"%/I>= 0"W3'+;B / OT -M;]">2Q_@G"\$PBBU#]ZF/Z\1WB#1#F G]&T!E^DX!)(5 M-."R)>URF'JT7.9 $;.0MD(QPJ8^+&]XG'/5>4!.^K.4HF X<V2-XF2KRN)FQH]GCLY1*!9BS MF-J;F'HADU^E&ILT>,I"*@0)R&=O$+3+NP$]GR64^N!*'E6>F9BE[_WC>$, M_C>R)^//_PM02P,$% @ %X1G680$4P^$&P =EL! X!E>#$P.RTS M<3(T+FAT;>T]:W?BN)+?]U=HT[-]DWN(!X-Y)3U]CD.<-+<38(.|/TT1X (MFC8VXT?2W%^_)-B.&@GD6P0_K(M:GQC/H$_1'NKST[JJ:XXE%GX<.RF5S"OK#M'[0 M%RRN.]31R5=_G"^_BL]??N4O^=(U^Y.O7_KT!=`^;V>T6"X7"P6E2_*%G%(8M#'"AI%3*A6XE-RB12B_[IWP&C\+MXAG;F>CDM[,1-2Z'A+W_JB1+N?+8N7ZE M?6=X)6>S_W,6N-4A/YU+K--GXXI/&*X.3,.!B5@PL/AS:?P5#_F7>Z9N6E>?MLOSGFEVY', 1U2=7_^C0$,%1G;RBECG"QC\R-C;L2YM8="'NM.E_"$P39LP_ MOGJK@"%T:A[_56(=VL\AJ5('R5DI'Y5K.D2PI0Q<T"2Q8EIT56MUU%H=U>IWC=:CVJDUZJAQASK?:FUTVZ@^/6KU#OJFMM&- MIM512[M5JQWM%CY5U:>VAFH=!#?>-#K?T'GM M4;'02#:*V:^H#4^BU\"=_"M'9UO&NK\NPF_OJD=_JFEW=?:FMI(WA)LU7[-1VV67B1>Z0SP(%%8N%!,RQ2K<88$> <+RC#DQ5]2N=O+9?!B9I<+]4.3=^*,^ M0-"QJ+ Y&^2A?I!#P_55/JP(-+=`1B*M=|UY-L=_(H28)(=9]=VT&Y"K= ME,A,7?B(3!T_X50;!4Y+K78:"6#N&](:.D1'&JBJYPFJ&3UIG\RJC-=?N8M^M+%&!BE3<+BH@EZ5*=KNH0#KL[H8-%25RX6R!@CR: %I%MJG3/F*<>+U&T AZ M7"EJ=LO:J+59)+NJ M-4$FH8>&=XE%OG]O/#Pl:E.1LW:|J"ZI=@".YTA05JS.N=,=8GS2A;"GC[U MF1^&N^8+0=1&/6X5PQ%^Z;KI:|_$<^8A7U $ZZD4)XV+'P;TA8!F,2&L MH[ZW38AYC(@.D$%ZQ+:Q-=DD$)L(WE&ZY.>;?'57+E@BUKLKK.O-VKU^WVK M\52_7;_G2.$18\T2EFS\.4 M#73)-H9'& QN(#OJH%?X;VR1%VJZMCX1]P)-F]YC4[C)'/ 1>S_'3 U.VGWZ M@T@KK,\(.[0'A-82P@%;ZQ N;.RMEA@YOS4HO 6>RF7#T#?X<0A2YODR;Z! M'=QURTKY0!%Y!H>863A&V"<+ FST3W;M*0NN&2_4,GE8">LG"P6PA$;T=&,A57.TUNE) MVX%35R@A9IJYD8!&A.+AW\MTK|IDIZ.1MGYDD4O MFMJ!#.|WQXN+4F7EN9>]0H9E_ 69!/EV>YX;%K.\C+#;<6IQ(A5BV+|??CF MIS:*ZW(5|DQR"Z;@LA@>]F)B(Y4?DY.5*1L@@C9M, ^DXVZ8,)6+ &L1E_R_7=KAD!-7D)|V*/.|HJBB7Y0=-@\HHS[Z+Z>28O,X, MVO/;@V@M>-$)EN!A6A0H %1+$,9L!WW5N=A?8ES'FGWN?":KY#+YO)*!&1PI MC>021R-UXOAY&-W)?$X%=ITA$,]_P%:>-Q9M=-XF!*GC,3'ZI">2+!XZ7ITL M*OI%EHN9DE+,R.7"D1)1/G%$Q 3-@GP96|2T0KV]=:(GH323S\B%2B9;SAXQMU2B)!!KU^=DBS^"V(^UOEXZY0> I*"J\^L/..MQ*<0T_VS'.E'20RTM,%)D(M|U%V(]TJ<@CQ2/3A9>;@R,S-_Z<_J!CM38*"6?Y!PS^#C_NV?X!W&ZGG+]+MSE>2S_KY)/0?9]S_YI&R?C&1K.^8+,@HO.S1R$+CH'UPD0&^C"J^&CYL91(.M?C1@^_6_C1H|W65WASEN@AE/C'JB.6_^J7U9]O :6Z;-SPU=642'$5_(RJI_M7FPU.WL$=VU3=YW5CVQ6'&SEM?G?0VO&!_DLFL1_,,2#V#L*ZR_XHFI4%@H MGJJ&*Q>Q+F2=B CU=S)!MZ"RI&CRYQ"\I7:!!P]A:Y R'IY.&V%K+D\P86?UMV!%#Q#;Q9|/UI_KY4Z%R#4()7N:@^N=/2NE:Y6?WS)";8Y2Q;%]Z-QF7L5*. M#U->6"=.F\M'=9P8]6W/<]")($]M(+!S4#'>GRQY R3I#[0-M@U#O493E=KAA88W@$9OPRFO.4%0%6#X^O[G6VS.PWA00TS2KOI 3P!2G3O6I M^MNE^DL)/"HF^E!,ABP+,]75",>!$9. S]B8)MVW MV8VN3!V*;/7(>T-O<1\8!H=F(N'}H)\F"$\C+.?VA5\%9BYBP*

*/!H\!N^BMIHS *_ &&323#2[[$?]D%5A0U1VY(B2_!(G TCX&;[*%B](S:%:"9$EF;F:9O[:]&ZDRU_@3A?/U79MK3P220 M@I&-$_V\]Y?*.W\E)15#+DBLJ18+T"PZ5W%2D/#;XA0X/=,ZG%85RV,!B[, MAGF/ WZ."7QL1Q?RD7V)>SW3$CU#;..!CV^\!!&S+5B$B.]- C^\L>$ZI. <> MXMB//:GL?3MUB-AK3ALU78+Z3-1QQ[QGCL;$L%G,;$Y&,H1-^$Z;[8(+)F N MH9I!F6CU#"V$VG<--^#WW7#+3A]1.K/#FVF9;L5P*E^>-->B1*M#CQ^OVZG=!_R9HA:L$&5@'"9KEPMP2;K<<$RA7F#C1FK8KM9Q$#$O'$KY^8(!0=@CV9NBPLNQ,OIL"$XXRN,N+,!MM(O 1Q2RQB](#O/0'L M5[T"&TQ+.V+42PM!O3&2(P/.DULYDR547)_G[CB%56@G]<[8$<[.'1IYDK,@DM.]OPV6OBS!=$ MV,:1]P:O"PHOZ%2Z1GTW6!G!(K!@6VPJO1 [;/#1+?:B'F8ZFL(M(OP$W_/(M#8/0=&/4YG)\2@<>\C,>EA@FV)8SPQN__HZ"91L<1SALE:BR(A4K^6VJ1.5+ M4JE8WGF!I)PLY97=-YZ&V1;*I4WJ+NVZ_=MNY>-B3Z9P^"2RJ5#R:695](3^ND91,Q6/&QMIF7^Q3)/'[&!G\/5Y<=FQ@YU!%1*10),*J8.)J;".Z^?G)!.!XB3D$[^,:0V MS 3FG,JIS4"TOO#SD9!Y6TDJ@,.+--+Z9TR$6IG)O[MTA+DXGV["A6{(JQN=@V&,\EG$R$GELK)-K%]A#++!=,X3UUY3B[D/]A:R4EZ,-NR?+M+US8Q%=LJ=EJ_$NK=E!=?=3BSD\X^]JB)KJW@#T)JF/'M;".[K&-6-]+XF?' MW.$>SP]?$.5QF+&NK.#;'&'X^Y6[8"DOT/J?4O3'K5Z)U)*0[\@< <.V34 M!3$J%[AYG0M!4[C+5_R('E_,%!*DC%A9.S03XH[^9%$S7O^PXUK&#S*92RM@ M.MWKUI0 9I\7X?%@<]ZV0_6GQQNMM:[V62P)TTBKHKK+)(@.:V:S'JJ] ' ;'=W M8"C6?M>0;W?,RZ,D";)5 ;ZWF/ICQYSC4UN->J>E5CN-!##W#>D-';(C#535 M\P35C)ZT3^;>H&'<\80*"K[#GS://,IA0^6+7-BL%6*(]!'T&%,8?TGTB.W&M6N?!"VNHG8Y:_<9\(?3].[I1V]I#K:ZA6OU6^S_TN_KPI*&G)M-L;737:*'_ MS5V&;PZ]H^-CL"K^@=F+U1J]_O6XVG^NT[JPOMO7=X,R3(+DLYMN5V M1RW;F1ZG@/@"3[7=RV_KEX'/"#;B[@V <=F MGP'+DXILE.VKKL]+P?S*R/?>23 GH79'K=4?M'8;_M*T:]2L-37T"#J@55,? M,OQC!MT], "^GG?3EY"5455LWC?I[UK+4V6)#9K6[]&8@L7^OWU?1BNWBH"RM,9,V#,*V-F.C1NA MQ4@67/ ?9FIAR%HWM77&7HP0\Y1D"K--8#:UK5*P;3 ML$-3>*7"+!5FR8*9 MYQVE0-M@6G(*K0VF-?.Z4[!M,"T>H4@AML&T6%0F!=@&T\)&JBPW,LFPKJ< MVT2&B8AJ?#!++&3F8\RQ@L>ORS1MC#+VRD1O&T4/1, ^QC<:6^4++[(C(_MRTA MAS9IB=B9)V+<+H[:S5Z0/$:J"YY"R4K30M>IGYGZF6G0[*C 5DUC9FG,+)5E M"8-9&C-+8V9{CYF),)T4:FG(;(\0NV%%!_KF:U*=T*#;&4A@FTU]C9>9VXV7 MF0"7,I^ZE!^8#U,S+'4I4Y!*95DJR_8/,[\C< JT323992Z%UR9.9>S;M<4<(M,=9)_)DNDC3MNK #N@\I('Z&O4O#L1%X4B(0J/Y->2H1"3')!YA"6?;V>+L\)-?>^$LU:)8 M?]_$60.A7/%YSQ"5460J12)G_H-)!#P)D?R]?JCC[L\#)AAM.O3MM]):IY4 MCTMP'@FBDEP1HH;INB,YWY+=#YIHV3HC(.5"KO0V5$D^9-W!Z9O2K+ M\2-7?ANYA2ER%P2H.NWV-Z\<(Y9.D"I>N:C#%M\I2W*^DA;?.=IAPRN/Y==4 M'HM4CB=Z8?YTG&AU?'@# UE2"DDI_(R;2:OP+T,"K.WRMBPY8B*0\'5*#FI M7%A2)R#=8E$H4B'+WBNOBU#M?P*+9=L+'.6L4HMIT6?>07:Q!@VVMR@P<("5 MK G>_(+RF:R2R^3S2@:F$4WM ;E4DD8MN2122YTX?L/H;J Y\UP/XV"#YO,VMF4\3N4#2NI^X:CE'H2LDR\5,22EFY'+A^,B*B]I\7#3%*GRM%#\+4F=LL69K M89'&! JD-TJ7,6DD%RJ9;#F[EFS\^LM'VE[G0[;*66%7)(:C?46A)%%1,+Y6 MGY\M\LQ:3FE_NW3,+;Q@<;O#3'QY2]&#'/L4*H-.BM6")Y]W3XBIN3C)#VO M>."L[.!:Y;Z?GT2;#-[/>5'.9XI*?G59SL1*&6XW%!)I-\SDRP,&=YGO#;5_M@&BQDR%F..A%\(T$3 0=>(@2OZG4>:?4"?P94",XGHM=Z_R?X_=Q"@ETL0P8/B%\ 0UM>KK;%P6EE^(3@KV/,491SBC%8J:LY**9!T,S)";WVQML"&!)@BE_F)YO?XXG18?!W&Z++ZI= X"M5Q@K%^=3N^6";3^<.H1N\<1>G5N3 ,&;4GHD@&";&;#,G&4Y5.+O1&Q/M0!\Z0^P$=7BH[^/:?CL3((@1/&(3MWE76&8J>1OO5D(?I[[1:=-R[V,*&0P ZMQZ[G#H_I*IROZHR)?G$(72F,\E@ MP#IMO:3:\R2UYP)O)%:)1I(Q"[U1Y3@%CT@U!_"%9N+ 9VQ,L_ZGAP:T2]GK MR";.&OI]ZE@@?B#Z^P%\&GB];5CX9=S^T*\@\Q',E@'1_YN'NE=/%&0!":. MANHD&UGARZN-QEBTT3.9W/0WT=5BX+,H#B1S3%#@T=BYQ4T!= K7Y0(.VT MD6;RL1P.,0_+K_BPH$>;D:*$#<_VH/'8T"2RO/H)"C7>L#IN^'DI*/V_QZ M^P0_G1V 6G.8/Z(!NEN5$CMY13A"=E(D%+500"2:4B+2U%M@BU73,"*A!H>(MVNN1L8.-'CFLNEF+P WTO;+(A,7YG?.$P#Z[(/^)Q4U@!O2I-7V8%MBKP)[= MV,QZ4VC&3>$WV*;<9[TE-GTVCHJJHXO=)944KPUKBBR1#L_3:1$ZZKJ6+1K# MJSQS)'XT=-;.:[X]_< R1^B77"F3E^5,H9*

*%"_W@5!Z^!C8IN9C/%)0"6(S(M#STR:O]%5LJ9;+:P69&8F#Q><$N%RR.\!9O[0%WP685? &[$V'0 .12PI5/< MI3JK3@*K]%-$X [XUW@U6(#!\")/2&M6D(XNA"0[$O%II-@/ M!WA!*6%,AT0&QY[:\+[U#5'^FM-&39> < ? P\\!K$)A$4D;!Z;:) MD*I%24G2=(.3]&3\U,[*A$CV^(3W&Y,7DMTPG>3"-YI6CE4)A9VVYHJ[[%4 M3@ 3'Y/1#FAC13E 'Z>*?P-2OHF8(%2N4J&1T)" ^0=G/26Y!,UP%82MHX/N M>GM])0M&+GVQR6- '7G^$C4[[OYW18KE<+!24+LD7L23"IB$:, '^M4SLORJZ*!KF6W[@EF9/39 EQK\G-\86PY:]"_0*W6& MINO E-B6I1TQ_E=0AJ_QO9OEY+1N$UH!&IH4=MVE^IG\5/$$X19 M>59>I]Q7[W.>#IN_"%P#\8[$V&"OB_06>WGJ? F[6"(-9"?^X.0_F1$_4UQ:V MJ(26 Y/P66! +(2P-!IO]"8 B;)MPW).+EVCOALL"F816*@M4FQ>B!TV^/06 M>]&_8+X'A5M$&!Z^YQ%L!IEI$IG-S:$IFJZ^!U6LN*5*SDMZG3FB])I6)YYR5*<[*45PH['Q9F6RB7-JE\NJJ,IU^I M,S?^R6IUSF.?R=U%D MH[US"RI$VW#E7V?PW4G7R$W@4W]{KG;PZG*E&U0V M/5:0M'LP$]2P@Q_480!$T5W="""1\5,.'5D.7"FG+(M6_#/MK=^((F52BD.AA.73'4PCE/!% $NJ5PZE%R:..3Y- <.).6C81@Y7S;5HF MCTT_8@,_AZO+C\V,'>KHJ92*!)A43!U,3#V[MH-RE0S*97/*Z0JI=8 X">GD M'RMOPTQ@SJF'V[M.5;,E8AVUY)3DA^^OO:CIENQAZO+L>)A*+H[_-/QSL\G.=%SELG L-I([*5AE57'#?A+2 MWK)FLY8ZU>74J)O4L6Z[VV,_:7.KQCRT.^4R>3S3,]P+U\,]/\@PTF)Z/!1J MS)1XNZ6ZA_%!W!6\'8G]WD$O/C@\ ["?B3=+O}:.D&_?^T]E"5XB'/M9-,_EV M*U=%,Y4T_J#7+]W11 F7#CKM]E^V5N6XN8&HT^6@TX6NR3- U4PR\]9!. M-'RMQ6.=:3/8;ON_(VII)CQ7V73PW97*I647G)U_O&"O?LW,_UP/GK/1O\:G5Y?G?]SQ#Z^1^OH> MBR/?7U_^>'UR<<6N/K++Z[^/6.C2W;U800G M3S^<7/QUQ$Y.K^[U[U<"]]_*.I5,O[C#O8T.GS? 8/[AS*;3]K<5^C%/N?H'2 M!HNE(;.8PYU7V_V#H]_A6[BE"H'0#CH'Y9=?:9N=[;1F3OSQHQ^57 AP9S.3 M">ZT6WV:AG.6\K%D1HZ5G(!>7:HL^Z'B!DL@F[)+66KCF"[8>VURUFDW?V Z M@4%W[DS&7$A0KX$(=TH7B- +A2XA2]]E%Z1VWB VBD$_9;:$GF10WLA&"94*(MA(8)A4:BQ A<%8P74U85SE02'B!U^BR*V'&6X\HHGK&$Q[AEF,[!_DX'N36! M0L;26FZF))+S6XEQEW1:W!,P!D-F/@5C#!* (E4'*A5B![K!$2,,FJ8I39BOZ M6/2?2"-K)>1 KFR&W$QI?J)<"@=M*6-O(.DM89H6<',,;H)%T^5I>"D0?/WU M0%"R1!4(,N%E$=0&\ =Q-)NE=E4DH!%/%O@=9Y6 3@!G*8(-@$X1]92(.T&6 MH)QE"TS6<+"?# W8"T6*&R1191 $#70XH>SWIZ8VY0EF9[8&4J-O%'6&8Z! M.-T,=L/*QA+8[,R8- 6M?"MYZSPYO5RO!>;5]T.WL']D:475M0!2ADT3ATH?M MG'$C/4 0B1*)*NA;)QIFV%?D2<1F @C15EE*P7Y;6 MYVM/D-I*&(2MMN]4HIQ4<95QXG6XY8U8I'+T"(7!<*)U;X)R*2@(P-V(& M)L!;\4AERDTIN6\:EI:6QYV'5%@5*Z)+1:G/''>U0V6%38Y%%*@8B6-MA#? MEZD=T(NEI4J0]TO!;_QL\#OGX=&89Y4G*XJN3!+4 MAVJ,N-@-==Z\E'@_^8;+S:6?QRLZ@CAM*# C7;G[+7A(>N!S:4G5<_+;&QX6 MS>IROP1EF(G'WHP_(=S$LX';G"Y#(--G6=F?P,J\UPY)^6OL'>DD?NI72C8YY7L ,P@2TMDC&^J?&=+1OY<*9CO MET=5Q/Y$8/?;SNB+9>23#,44IDH!:,09I6UMK"2@46? 5^0YE(ODMIMRU(N/D'*30Q8HX&H2T]TP(T_1:X!U@@)4!5CG8TE M9<&"W]2'X:,F1IF7F9Y*M$Y2'0B1K\ 7<'N4G-YZ" C""AHZO]NIFR/ 3YHF MICKCI96#V8\C$'>9\>E %7["?*>C6EFDG=/Y@)Y(CXG]4174N/)X"LV+A]6M M=GA@[0S^Q6SDNKGEF_:<6&_K';0.V_]L>2>V>-SF8C9FQ)2_>;KW> MFG6HD3/HEG>LL[K "$QKDZ/+\- C^#X=YIP>7S@!YD7-%Y M!_L8MA;_3US;_ =;+V/"=KX/QW[(_6MSL[L^.7L^;6^H"I9?*BNU]<\W!^$< M?RSO? @30JM]XE3,_Q,"(K5A++\F=X26[/OYSW/U!+ P04 M" 7A&=9G@Z\@JT' !V)P #@ &5X,S$R+3- Q,C0N:'1M[5KO;]NV%OW^ M_@J^!.L2P'9LQVX2QPW@)LZK@<'=LA3=^_1 B53$11(U4K+C]]?O7%+^53M; MNJ5+&K1 '4N\)._E/3SG4G(_+M+DK!]++L[^U?]WOF5UKO.943=QP=K-=H=]U.963;AO+U21R+/Y./T#?]T_<)/T M RUF9WVA)DR)-SOJ=71R?-B)>-@.6IVFZ ;MD\-F=-QL==HR?!V&_VOMH"O, M?1];S!+Y9B=563V6- '^OT\V+TZD21=QK-9O?[:S;<7,#TT+GO58;=H6*^H\ M43=9SWD/ZT@CULH\U(DVO=VF^W=*+? 6(IRJ9];Z_5]FT;"RG[$JG//N^9GEF MZU8:%7E#J_XOX0$F<9=3[]T1QDE4)N?>MMKDXO N5H$JV&&KT6;] ^HP#W(S MU/M#"+&\TCQ1#.?#J^O1Y>A\<#UZ/V9O_\O.WXV&E^QR-!Z,ST>#']C[2[0. MK];#6PGLN03RXX>KGS\,QM?L^CV[^O##D+4,>;W5V>/[;#"^8*VNJ*X^C"^& M5^SZW9 -?SE_-QC_9\@&Y]? LW@#_(:_EK90T>R+1]S9&O&HQMX:VN+#!OO(MXZ3&0FG('U;$O'BUVST^_1M!^5LJ$YBAUSK.O_PFVQYEJS$/XI^?_33G0H V MZXF,<*?9Z- (RC%C,)Y(9.5%R"F8M8F793R4W \R8U0I;:SRY+;[E%;I"%=,9N,SU-I+B1-9\L MXU,D-%S(-#02,W"5,9[-6)D5II2(*KI!!2YXRS%E5$\89 XW#),IR#^0GN[M#8-,AM);;F9DDO);B7E7QK2X)^ ,IDR<^F(,,@B5@=K"+$- W>"*D8=-8A3&S M)7TL^T^ED=4@%$"J;)9)H6?JB)&@#:7H7.0QLWAFA8(=/R&W,8L2/;5SE!IYHVQA M.";B=- /[#2]K*V"'S.L\.[Q=KR7GU>YQNW5T:BM$5;4!482.(H5+ ME[81XT8Z@"#A*D@D)9))H#)(E(W)G,Q2T"-1)%T+9<- $VQ+]B#B-3CQ2!?&/+N1; !.NBH36+CJK+LG]UU75YW1E;]45$=F'J$T M/B/B6@&N!Q+Y\N")HK6) (DQ$<7X*9UB0MC]J[=3M/!E$^?XS@FC;K<.%M%@H M9,LIVI]#J49B&_+2/KP+J5X@ 8MJ)J^CNC08 .0T4=91'JQDYL:AE(RO*KHPB MU(=J@KS8+77>HI1X /GZR^VEG\,K.H(XK2\P UT6]WOP$'G@"VM)U7/TYP<> M%LSK4"1OUYL(U MCIJST,8NE-G=P)!IJHI"RC]@[T!#^ZE=*/CG!MD#F$&6EL@8?ZGRG6\9^5NI MX+ [;'F46NB<"^]].1E],D0<)BBDLE0+2Z#!*Q\I024"C4M7%"64J^2W)I"^N MG%"ZLM]EYP_O?DLP%6'"?\H8 NO<8&.5BYH[5YP5L4DN@!AJ/EJ7JLMA-J6 M*?"!57+!5/R_]3G7HU/>MZ/+BA8/(+F1 6O4D'7IB ZX<4^1*X#5O "J;**3 MB205S/A-]3#<5-PHTSS1,XG6::P](?(U^)NCZ+IC8> P.^@?N%..U5S /A) M4\=2)SRWLC? _<@KBSA,^ZZG,+9CK=%H-%NBBT&F/7D9/B/U1%52X Z96)CP"@-I'FUVWK= M/#VJN=\U?/)JOEJ:QXKZ*0)^M=O!)G*?Z^^ %Z%^J1P_3;24S+70MD=4;7EB MA&;C")N8N6=R;.]B5Q/QMYQ^71%UZ9\N>?SX_D??^$9UE.5.C]>00 +42 M . 97@S,CM,WR-"YH=&WE6&UOVS80_KY?<7.P- $L6Y+?$MD)X#H. M%FRST]A!MT\#)5(Q5TE423JQ^^MWI*3FQ4[1 DV3; %B6+H7WCWW'(_F8*'3 MY'BP8(0>_S3XV7'@1$3+E&4:(LF(9A26BF=7\)XR]0$UE&?.@IGU@W8GU_T;3O4B\%SW ME]I]/2*O4%6+//!\U-- LI1V2*LLL-&C=BPPUU(]$HF0P8YK_I&XL0DY#/G*5,P83=P(5*2O:DKDBE',;T(< MKQ8\Y!I:?L,;-(W^4\? 1WAH'5(L7 &_"_#A\$9:6R6?";S2^F)^=GHV&\[/I M!,XO+V:7P\D3,_G MXY/7!7@%\Z';A>DIS'\=PVQX\78X&<^I M-(_73Y[?]AX^J\,?1.L%>OL-214MB/Z$3NLP6A N\1N(&% .;P61%$A&4<)9 M#.,5BY:.7S.8QC&/F#2*$TSKA$6$,MSB92XDT5QDL&<<[.X<^+[;'XDT)]G: M/GG]_3HLF&3A&M"#@:$. ^5*J)4$DM(!;NN_N>-U>OR [44"HR,UTN:M-E5$,F;*B= T?,G&3,'K%=G4>1SX'@'^=//C^TUW_/VGV]LW(>]VVBU#0YS MK,*[)9'8Z,D:+AA2!RN2P:F0*7BN\ZZJ:4D? B(6TSS%7$4G@8V$+#-&E,&-(MCC1DTE#"[;>0,_:<<9>'Q1H5#2%>)KAPA-X3CJG><+VP_B7[N.22F:.(,C', M6&0I[;7VR#Y@$%YGC^Y_9ASVA.3:>!BOL)>R*U;1SCMLM0OJIC9(Y-=AW_33 M?Y1C_HOD&,_^0.&FQ*T7HA: EQ;>V>B7M8MSXD NY9,I4O6[$)$D S3 8)!L* M' MX89;'(BUQ']:K5R*&U;4U'13UCYH'+J/B]V&]ZCL. [EMVI"+L!$9A5 ?U5JU MRJ!D1^#G*_#NMY$AS 8X(B]^%OQP*GMM3.D$:6>'$4S$]9U=K5=L:@_.X"4T MWROKYTAX=Z?=ZRO[N?5L\CGC;RBU:U*N?1&?LJ5,Q[F-'C8)*)%P"E7"KP;_ M'XC9J\"D8W[R?>MI]G\,F- UD]\XEQZF6XUC;P&9_$YRF'31;YMC=:Y9<*#L> M \D28AP^>O%23BKWUH2$V(U+O6E2P',\"$T4F] <1Y6=Q;=2TUU7_E!+ P04 M " 7A&=9&K0]RV,$_^$P #@ &5X,S(R+3-Q,C0N:'1M[5AM;^(X M$/Y^OV*.ZKJM1$(2H-! *[&4:BN=2K=0]>[3R4D0.656F->;$6;)$H\!RO]=K8^' M$;L%%ATU6+ RVQ8I*Q=.U_F+.,2CBG=W#),Y)_:$J22TM2P>)24;)_*&: M01R M?G9Z-A[-SZ;G<'%U.;L:G<]A/GT"Z &4'R5UMP]7]LP>VS";C$WZ;KOK-'_\ MQ$,QG,M\1SG MZ8)XV5+X>RD5B]>OCJ^S%=]9$SX*/3,G- ER3)&W".&$TAE.6DSQD)(5I'+.0 M"N QQERI$QJ2B.(4%0471#&>PYY**.SN]#W/&8QY5I!\;9[WJR!1A%N)E=)8 M^>V#K0TL?V)YA-7T+;=?O/Z(WM[2/7>_!O;]PS\NU8'=[N@ZS+$+GY=$X#I. MUW!)D3K8D1Q.N5C&J&D(\3+%P"%Z3QE"O6,J,?X%_;)D@NK=7NH<9C0TE';;>V0? M, FWNQ?M?

V4<#9>">UAL@H3DB]H33OWL-TIJ9N9)))%?AP,@>?23^?I0>:NG+2Z.=2>'+&KTGPKU&\!>'>GTQM(*

M_GXZ/$5ZFOU^&W0ZF8^@K8=4;7D]41P[!XN8I \91'4;X;Q/_W]'TAZNI_MQ-*

O/_/^E>XY&VO@YRK)W(1@6I,";-1F?[,X+;,=;]GM']{W%%R:0X0O:(J' MAEOZ[U0M9*

[]R8DP)FP5)LF97F.AX'.8O-.IOHL[Z]:YM[L7U!+ P04 M" 7A&=9C)DBM>'K ?B@P $0 &YE>'0M,C R-# Y,S

N:'1M[+UI=^/(MD2[\?7X%7MIS774NR,^J+IYCUI2M76G2I(EM3WS?O&!B*0(-P2P 5 2_>MO M1*

*+@(H(+")!,D#EGW"626#(CGXB,B(SEI__S_N(+KR2*O3#X^2]R1_J+0()> MZ'K!\\]_.7^XN+*

*[^R__I_L=/_U^[_=^_W\'7+L/>Z(4$B7 1$2^D_3#Z*7=3F^["(?CR'L>)((B*5I^6?YK=-:3^ZHK*?VV*

M]B0[;0P)QAWD%\-HK; MSXXS_+DU2)+AV9Y%K\2]5),GXDOZ8 M7QJ0]V1RX=O;6P>_:+NDY{BDTPM?*

Z',E6Y6R&^:N?5/I8V7;MK^\XV#SIWIQ MJ"FR.7?Q["C4+]D5^0V^%_R^XFK\^3Y'P8]N=H+X%""/B21$X0XP({*

*M"4 &YR&U):4M*Q.JQ5[1;."%\I?__O'}H3<@+T[;"^+$"7J35[OD V%CTNL\ MAZ]?X(?Y15B8TQRY\-?9]?)6$>O#&.*

*(H600"?#GW?J!1&\8V]]A\K*O().MM MR6JK>.8[P. M$K1_>VAU M?QH0Q^W^]$(21\!;V^2/D??*

*Z<^LB#!)@]O;C> A$ZJ6??FXE@.4O%)=?NO_Q M'__Q4^(E/NE2A.>P_NE+ ^N5/7])'/X7NN/N3Z[T**

<3+VR<\MUXN'OC, ^" MP "\JS.\D$3IGY{KDH#^";_?@,2)O%[Z_O?DGO1_;O7:0,C ><G>_L*H#7*

*MC2]@=)'C7P?\O,FX)'I"XWU;T5E<"]!FR8BHPLKFGEGC)Q2B*X W?O+CG M^/]#G.@J<"]!"$[>8[2Z;6*

$6.3M7Y(+V/0M=W!YZ'Z#[^+)6\Q6]V]J72_ M:";L[[W3MQVW_'C='L5I=^L>2% MWR*GAQPDC (O?*

1TLL1>T/HS T%L"2%?O!1{U<^OZYEL^(D3E&3SSB42W_>_> M'R/23Q_XB(^)?P.L1)?DE?CA$,?<$I

*J<)^4#U#5D"+YZ/+A=.D7,SB-2)\ M.GHD+F O%$IG,15\,%Z!"JFS!)CJYU;LO0Q]E$#TNT&$TYGCI,Y[[*?T?=-*

M7Y],PY'$?U$1=T9TH@..QXX\&,K__Z%./$H(MWT4_KC3U_F?\L_XS,6GC>"*

M,7Q\6+;5G/WV<%GV60#K!QS$Y)D@&&#R7S%Y*8> D8;3E:Q?NQR\O21"^>$'1

M8S!7#]+2CTCH#RQ!")#^+/4TP"5 MY,WQ_SFD JMXGO/7E'K\XA-QPAOA+I,3]#$HJ?+O"=TR\D^P?O"Y[Y%

(H'Q M"O?WB^O_FM]*/MX\&<'\T],9YY] Z8@2W#BHH&U+,OQ_?M_TM\DPW9E+[;8J*

M35^1_I)_SE_R96[>Q610&"!#JGTEZHSTQF8V4>F-/?/E 9K9% W)X-:'QE,!LFPJ8BND0P6 V28%V1&38+,9FMF

*M;GTSDR6VIJ;4)Z/EG6M.&7>19[3#TH\NO.Q]Z'L]+_E!4%T57]^I;[*5N:A M.WM(@,7PGJL_1N@$"%^&80 ?X_-*

*W#TR@_#+X_B4,'I*P]WOZK)^^%+YB0H[) M2 [&*/+.U;0CH7F=++QS!?)H:%Z?;-FY:GLD-*]3GN]_T(=*

MQI13FFYK'X2C#G$LWG2;^R <=0#;6VFZ[7T FZ0N>U!IN@U^)ND-MHWW18_M=UT/XR<=_

[QW.O@PAEZB>,WQ1Y7FVZ/'X+ ^-=KD:M-M\L/0OS;;4&VZ77X(M^M=HFZM-M\WW1G\&

[':UZ?;Y81;K,#:ZVG0;_6"<=0 [76VZG7XPSC] K:XV MW58_D,U2E\VH-MU>/Y#-4AO]FVZSWY/$\0+B7CE1X

7/<5.,=:WIQOI>"5^C ME:XUW4K?,^%K,P^UIIOG>R5\C7:YUG2[?/>$9\#&TYIND.]_E0Y@+VA-M\3W

MO$J'<6YI33?!]I]!W"4:$VWO?=M>]26K-]THWO?MD=MA&E-MV=O MP@!G%*

(6^#Y"ZAKE%)$Z:XD[0FV[5'H#\-3H5]*;;M@EF[$'6ZC N:[WIQNRAUNH C@>]Z?;O

M86R5VDS%II\Y'\96J8O\1M,M]3M::3@B;J-J-QE-M]#W2/8:;1.CZ9;YKLG. M@$UB--U\W_<:'<

6,9INX^]WUZAMLV;.7(^C9$KR7TGX'#G#@==S_)3!AYQ;YQD%#G^KT[\S>EY/DRD=]JP:P1?A>%,)%D?.?*

#W,X# M%_%/^T3\,L:>//PO_5\N 3HG]WED<8<5QK,FM9,KT"_G6#68.YU I$ 9BUFANE?(_Y-9DWF2YC%JY-*

XK^0:YA>-\/9[+_Y]GO"Y MB^(>:/_PY@QW[]4S-O?J&35IJ":S!O9.%FDC1>TB#.+0]UQXI'N%1(%-ITA/ M:XH@-

*)FUYAN_QAN]Z]X)CGC.ACA]_..>R^BE,>AAUL_PS?&BOSO^B/PRGOSY M5WBB$_4&X^_8 6X>1Y.+KH/A**

(GI%4K5!69M3]D1")AU9%R2IV1\1D6?B"! M%T8/I#>*P)*

(.D[6&P\:O_!X&S[",+_CJJ;ZVW4O966'F?"9\A6O6QYGUR2Q= MX7.C8RIS%/\>.L'>EWF3E[+#R,PZ?O@RU\G-

S'J7EB^SV9'E4UCF.KF962<6 M7^8:N=EBV%>V7&A;^BFH8#5RL\6PM^W4E[E.;F;8X;9\F77K%):Y3FYFUC/&

*ME[E.;F;6]U6*W.=!LS1?BUF'%'MDKQ/MS'J)+H"D7I)'0LT0_<)-R?Z/,/K= M"YZS8G)-"YFRF/7;L$CX.A'/K"=E!>'G?*

*VH,QIGU9K!!ZAI1;3/K45A*ZL=>*

MOYFPMIDUZQFA=9VX9M:V7BY"\@B^AJ;63.7*8K7B7%F+'5%V08M;]L>^P%98AU2@/LLVL8V??L1,<*

M4G5!JHD.K/TZ:1DH521+S7-^[=[/R,3"<$\9JRO#_6ILKP]S7KA#!4;B_S MP&WL<8(L,>?_XVO-*

AA!HGBN/:9<+0RS/K$?M*+U-LL2LNXD=>M=XHB5+S/IB MCM)/(4O,.BK8H7>=^):9\S@UW=D>AAX$3DEW'Q

V96Z[?@E<3)?JJ2 M'J;JOBPSYTLXSN4]3&%@66;.?7"[+"

MG'=GLLAO3N0N%HV^>AGZX9@0NC:W0USAQF^D7[SWLXC$X2CJD3C],"".2P?O M>J_=G^_=,$\8$K3M!S5<

U+TR7+UDR9&)9B2WVU+_6?_HE>I.D]<3+V8>%> MO](-[S(#G3]&'R]P')!PB(_,^O2):V2WH8 P$+?*

#8@!AX%0S'868L MPB B_9];?UJ_*J 3/3I//A'"OG"!JP[RY*/6P=.Z,#EYXN+KX[?[Z\?*

*KJ03B_N12N_OOBK^S/SKU:S\F\XM'_%FV5:UI8/T6 M1D(R(,(?^7(*J6XF@,I&W"'T8^H[>?I4J?/.HP,.S-E@3R0!O:*

[O.N#TF3M0F M08X2M=5](,,D58552110E3R /#@85SV"A15[J%XM9ZN^X\<3OM):W9 IOGJ\ M/[]YN;-!0.-*

*-1CC=.!BD(HYW^OH;9#;*MA9RC8"TEBR;M[+LQ!' MO9];Z/UIH_B5;%7ZY[/<^=?PN24X/HBB[^%SF'[,GIO-*

6K>&[U^S=SR%21^ MG*&1_8H]W7J.G[V*OC7],:,_=7/XWOK2')R57;U[\NS%* >2&_@E7T&CU;VY*

M^N_'RZN+\TLT7^Y!6)X_4ONE?IOL3W]Z>K=Z264"FCF1Y/9"TXLQ$/20W^8 M*WB!X"6QT!M0Q6-371GFE%*

'0O;K4Q@!5[5A;KXSC,E9_L=7UXN'OC,^\P(Z M0GK3-N"4):DCI0ZB)(+_N?F;LY

[\-.7Q>\UJZ/;1N%/4D1YS/NDOD#.EY+QOK:EG??KS//>H^LUOWE;K:YFM'5346U=WF 9UC!%)H-00DD=

*M$Z2*0$,%A9PN*Q8BI>K2I3B(^*;8%D!]#;$5I?"O4>3%KM>C*FS8GY"G,CZ/ MC&S7G?O.0T?*

*(CF6B.3IM+U49G*DW*P@I3J)G)_#^33]_K@\?S:+*O+Q!V^/S*

*M(@2^4#6$156N'KE[{KH1B>/LG^_P/#F7N38Z=R5)^!Z.O-AS D=X2")"$E%X M&'D@;U15DCZ*8K&$_VEN !?*

*PYVWT&+Y-]ET,WQ]K.(J3,*CM+510WD9WL,D# M3VRN V"$^R-Y=^*/(]EV('&6R^\ CM\X@X%_EP"3]]#D*-*

*W@S#XX&? 0&/=U-JR92VP)[M47@*DJ2'^O_YD*;+Y-182 MXI,A3EL(Z+Q%L$LQ>@8V'@%T=*

*=HQC2>BF7)S&\2@<4]'$7Q".WP)!3@ M"KI/RBK/.\E9ZS:X;;=L32KK!FNRAU+66WQ[M\,9W90JE*7;T#K*

M%#H8TV^\ '6ELS8-J#B0$E%)!]IJ-E'MT 46DLHRC\F;I<96'H1,(K=O->]GFPYX1HPDIDK)UR]F09

*ML@,))FE=Y+!,*7U0;V7Q0CR"*E6>+:XRX9*>$7TT)5'T?+ B391.L>O\L6!& M4C82?CC1[R01OG^_6.;2W,*

(=\2\PH;W^^%!.EL!%!PL1GL9";T!@DC#2WT$6 M$^JJ1!UVYKCID_Q9&#BQT/=\T'X=WX(_1AZJQ)/Y'L*

GCF1"M6 MT:^5AB=DNO&,2IVO%.K+ ^#.&)P@N_J[)5XZC$B/T+U35@0:[Q(+G^!YL*9" M/()=(QZ$>..5!P0D R?

Y./8W9WZ4.,3TYFP.GT7!"5SADY+.\0F0 ;__0MF M@-?32^F'7V'(POB>D@Z""=.!%L27"=<=PI[7BX&$41/"X-

4D%1DCC))Y MTVIU_X<4N#?*'<:7CL(I!LW[08.+;\(#33OHDLG<=*PD _,/WW&K'U\/X(K-4E'_KXGSR,_*

*M=>L^M!^%3Q@=8WY55*6379 ,/'J0/<2#[%U+@G2\$P8G\>?R[#M#&*1+QLT3 M]K4Y^W+VW3'[L,-*

;_2"U+A!&946\FUDUF5I,.J"V_+4!I% M[5>.H[(ZDKQY4O5$YAS-1OQ?S4PD3RBJ=L:\Z1OBG;A"GXCA@'S M?

*DQ,_:!,#3F.M2K+!I0% C]0;W'DXS%T5:[.G MB;B<&+]26ERDI%B;XZ4H*Y*\FNS-[:\PS3 0H]">]/I%GB#J_X&M**

BI^V84 MIV8=3#5-9"Q(PP++$-_EC_'E;QZ\&EXK!#"W$$7DJQ?3K2UP@I[G^*BU8KPW M7HQE-UTGYF7:&RU2*

*M#'MQ/)N&#B3A.UOU+L+,F@4>"F&8BSX!%K./*Z4%G!'SP-%*/ZY=7WSK>"D M9UH BM:,BF]'"95_L!+SL*

M&+VTWI"F/^$#8QV%SAF=)$Q!JK:YB2)BRZ)L M&3D<\[%VA72,.-E>&@\0TX/,>N;X;\XX1CV2ET'B99*

.709)7L49>P_M6I)]NWYW8&H:M/ .ULT1 MX"]:22$K;2)KN\>K'[]'7S

*MN%'I*EEISCF'+74LPZ[E1,'HV.KJ0.)ZG15,1<<5P^<.=L:=.W\I$OG^6'E_ MQ&RMVYFL0C"_'Y)HU$M&F#;M?-*

QQEON0-@TYG.!\7>"NT_O].0IA3NV,G+T>

*M(4!.#I=#PD5%_HX2X;HC?)LX;*Z#U#KQ,.6O#&;J7N."^%2J2G%=NJ[%5Y8L M<&EN[M/_J[S2HVKC4?*

=O(X'"UX<)Q5 M[1"N_AAYR9C&S,.==.G0OWL'KR111\!-W&MX+A!HW&MX%16VUHI(BZ<>"!

*M\\,WKA4<.0ATKA6Q".?>P]. M"T)R;;;!+A0%+C#J6VW;S 2&VA'^A@D87D(C?BGOPQ=^_AE%AQ_&(PPP/G**

M1TE>'^G>B[FKX,@1HM1F.' %@NW5EB4I$P@:C1!((EA5*@SNHK!'7.1_OOL? M^?
K7Q^X\NH^%)9V$]UUWA%N:^,=C^TYGZ15N_9_,<=:H$+WYQ>$D;8)D9G6S_?]X\=(XK)]_U366Y]ZJZ_)'V''LW]
M-L3*VB3PPFA&%'!-X,AQ4!_;6VID[Y'W O: !] AO_S*$%6N0\?]JS43ZJ=97+6RZ?J""
MB\OK]RTAP_)Y9.6WTZ^R[O&JL8I9=KJ2V-^W'_I^^(;- %S/>8Z<%\$E0Z^'MB2:C2'">GK"! ,U7"^?
I$.=T2%L.T)1U$O321##;FIMDO:25[VG/R;R,'VT?Z8R'MQ(J-R;^!H4WKP7:6(VX=9.8HW;8II;V7 M9R&.>C^W
OP-2\A*MBK]\UGI_&OXW!(4]/6&KTD+QY,1$_H'"K!W@#5U^2GN.22;= M?$[VZ\6'1H+9UV_DXS>CN*#7((
U_Y:^&U\[?1_(SFB8R6'AT\WYP^7YW\X$ MK)O\F3X$K#VN;[>^Y)*\AMRL-%:N]4=:-IY;&Y1#GZ!$-YPOG;1?
%E9Z>+= M<"E3L#+LE=42&1_[)ZK>AB-XA@MJ!'GOD6&";;O2!C$"3,H1A5'@C%P/IO=Y M0S6WU9_^
*;4D>5Z.@O+2L>VBW];]JCEWVN24=^@5L^OZDG1FK8%VYPZ%/[;CZQ._I&C/(?$%[0@FJ)-+M=*ZS1X5CEQ,A(
CVC'[RA'YJ35TB6)SO M>1S/;@ U]DVHU$:D[BX-)8\?]K4FQ0KVQ2@" SD1'+HV9R4:H];;2;;N%A@" M_5=EGOQ8/
X]##W\ WTRKXZ?&E[S"U%F^I+0".C]N=(7#A1A-UC_^[XV"AZDV:(M:MX,495:7=42%3R/^] ';6W4565M(U*[/0?
7C]TJ/' MY3;X*D[85(UJ.">LD:93*J;NC"UY06MU-5'1549TBQK4;XZAC:5I31C26UW9 M%&V]\I;,%=0M\'
7D:'CN0)Y'Y(@SHH'T&@:H3?G5..JZ];"-J/Q54IBL/!H M/EF\91:K 3KQJ6-OC>BNA#V[U55E3=2Q-&\C
ML+>G9.5#:]#A$,8S%H6A[Z#\!@4:CT"'&-$G"@%)N.I<075.B7N'I 5-YRHG M[
TIRSZ:A,X*5;%!>!N,Z#E<;]ZOWEP?F+!&@ZBIIFBJE34!MI1FMJ5MUG\H
M>!9\XL1$H#1IA_WV"#Y45YV/G4/6B-L)=;\C<>_Q);?]W^+4P5>619165S9,
M4:Y^V,;=PRQB:8VTK15+*CJ))=%2*A^ZL>4E9EO87N:]H/MIK@I(W3[9\MSM
M1%20M>=N*473Y!]R$<9)?!,&F>]G"SU$ YM0DT3-XA$-1XFGM6=P->-)QW Q
M6S3LRCZ&_6BU>9X1#)0LA]\NKSH-M9N>",*4V_6YJ8^===?IVM-#FRG'EF57 M/ ?
415UG12WB*O9>5>PZ(&0"A&114HXQ0+@I9W_%PG3=C"N?M;!'CLU3!;:A MP1%)AHW..,N*
JO5U459447;J"NRA)7CS17F!FXXHJL)DE
M5=YT]\1F)V'D%). ^S'1GED$%*KOA"&ME+%D$QMFD.C6V+H1P&M3<@0N9Q7H)
MWSWGR?.GGDK#W^R#T86EI-3W9_)KU,&.AZ$9M]Y^$Q,SK+OC3-=ZD^,(V
MDV\&3^]90C:>7J>5;"'>Z\%8W=*(32\:$;<@L7!&
M:^3GB%5V#J3OC)FU)9\HK:ZJXDE093[AAXDLXFB]L*T'1RHVR#%$6:XK386E
M$T7VY>V""&D>K5=7.'3.&>,M^0+;OHF6Q4K9&!ZH=[AHZ*I0PB@]4=:.+/.D
M42$;-2NQIYXWNT825]=*C%97URU1,;6&),_RQ&V6Y'=U)H(0$54JRL /'N[
MSA27)YZD754XA\'S(XE>D)9;QZ'J%HV*D751UBN7<^8J,HLP6B=B:X&1C96Q M+-
D0U=J"JQA1C]D6I+6X'4[$$[>=VV%KGC DX E-$_7J28+,>FV9P6EU34D49%9.5OF*NL^)6O- M8%(!3(9HV:R
Z304UX749AZ74$708FO[,^"!S$UV$;Z\A $-^OZ'$T5.D,RP MRCR#]+UWXK;_3:*P@#[T=9"FN6*8&J+VGB[?-
C\G*XHV6 MH-WJIKQR2;\<'H=/$F4/5T M3HOP4J\:8HHBAP8/ EZF#3Z MZ29,B"#+G^O+#RV[Q;
['WEG@^3^WD@@[<'YHVSD=/7;OG!W[1+A9J= X=%YK M65%?>=[V9-Y<8G*)R25F7?,N2J(GM271-
W;M#R1<&TNO?3MX7>_U@"I&B*\% MOA&%/Z_:!^](J#:P(K+2U+Z^^5:T'V:^J3LGNHT>$BO68C9TC;>ERF;3G
M=&,++8<3FR&<[-N$.IQ:^!@1)QY%XU0QK'L_SI],,9#!(7O.1Q%O M@1ZH%NR'$WF>#F
'NV"906(IC41:LW"SII=J#IVL/>2)BKR8N+DWK%S.OZ*
MNRCOO;1+E\7D+24=!=8J^[&"UV+K\>A[<5RLV4GG1[_>>6"5MRC7*!RE1V B
MWV_:"=L\9>HGC\PRU[0LZ3HAZ!S2]#BY2BI8TVVP-H]L5R19-
MG94Z4=STWZ=LK0E'8%H9MBI:%BLH.HFLM/->;_0R\M'VA47N>SUONPHU#58S MJGE08Y@
_/61*>Y)XL";W"LG"H @\0R=+U,RE^4/+"PFVR!IJ_A6N?+*)*H6 M).S>4&6VNJHMBZ:Y>-
JR=U2=A"J;YJ/%Y>,JRZ4+G61MO34*[VPP:]H)JBRW M6)@X#YIN;<5U62GN6'^^VDD"<(VF7!V
&+UAF:*MU*4D,U?"/F-)TT5S%S4?N";=?-R6UJ3W@ENUU34U2=34RDI%L]3O1FT:
M_H=&T,6;R#H*9"N33JBH+WAE#F6/?IOWB]PD8Y(?&U>+ND\<"N[!61):W5U M45;4&FOEUKJV!S*8.)-
S)F>A1E4]3$Z[<:G Y%;UE@.L,#E54+Y0+2T/DX3_ MY.-^<:)G+T@+:RGSC-4CJ,2EWWB!"Y_.5(.6GDDI\!3ATV?
#+V>>FRVYAI@8 MAC$-7SB+B$]+['Y]\]QD<"9+% \S=V54DJ:W.$] C5&R_):% 6\VOBUOVYI< MM;&9+&VFJ
V(X/1ZX0N\>XP>TR!,4%N+X.N ND^?(QKK%25"V!>2 8D)L*(# M"CX&*@ ;4A32J(6^%SA!SZ.';O %K1/4*4W9?5-
^1 ;//-?'"VRO"?+MFE: MCFJXAJ7IDF5KIDP,2[&EOMJ7^D__5+ H07K3(,IG,'2>2?LI(L[O;:]L6LD'R8B$;$ M6]:H
RY@?A:?O #$?SB"9[BQ*)#W'@$M \:?)BH+,#U'G&X-GS?=&V$Z5.F8 M[NU4SX%I^)1>_-.R1RW_7I-,
M]@9E&2I[@ZJ54MK*1ZUQ]JUT2=L+EQ48LYD2N1>#;4/Y\ @;+A%^P'6#6+B" M?=BE6\T#2
GR\@1B0I7$#4JW'25M;N";,J2I@I\9!\VFQ9 9IYXB*=HF1?_6 M3O=TZ*56Y;2CI I'4144-3J ;$.[ZYZ\DF"TV)IB0^_=-
NT!F*/!MF[I=9,_MD+]YPUF7<3?KJ]W-.8@V3V:5):/N;-;#=]ZH?AK$V>DDV,FHGYU,SDZ3ZVSFL%.C,T$W1,.D6[I
WHI80M M&T8F2ZVNIHJZS4H_VA-.C-N_65LWF.165U5$6>%@.D8PK3'JZ@83IH7)DBA) MBY5B.9J:CZ8U-
DW=:%);74L799L5,-69P,N\0G@)!JH?#C'DK)(&R&")O4,<
M[<3$B7H#8(T9NF[+%QHVP%:MRDU@>+%&!I&T]E2C3B3I-(V;F8*-'$E[=>C7
MB22CU35%5:HKK9HCB24DK?5EUXDD$V62;516^M@J(ML,I>\[<6+N*NL[DU. M!B@]MV4$; @IZKK-
B/7#3>D]JGGU(,BF"++J*BC $<02@M:H=[4@2)%:74N4
M+59*J'$$[5&MJP=!>+X@*AKWX1W$AS>,8&5HIBAWXE75ZF:I681TI=4U9.Y* M.49DK-
'6UB%#;76URDH8!P:#P%BCA,T#H^3.2?LRJ7)=E>HY<%@"SAK=:YU$
M0<<],\@XCAJ5FU8^HB4JPX78SRK>L@J1X6H0;LO+8HZY7/ M2IN0@,
A5Z/C;6O(84,F7;34NBS>8X0<\Q6Q#^BOVQIX%N@$BB%:4F6]8(L%
MX_AC'7^;>ONVQI_=ZMJ2J"LUUR]FI[3Z"G6Y<6JK'\;;J:P9$8Y*?RC5ZG%! M9UW2ZG'"4-
=!+WPAWX'@95E*E9:JKYOW=BRU8 UP#)PN\A94UQTB3UZJQ7+D MG1[R%G37'2)/6:
[&NGSQZ'%!M,M1G+G%R<7)Q<%:EH+XA&Z#S*SXP4G%D>T M$Q?!KT!'5%1N@RF-
KX,XB4:TTO\-2>XBDCCOI149#9/Z;=%4%\.12FLR#=.4 M&XBM.JM#[I1>]NK:)*H,).7PV&USSH1NX*5
8+*$A6)YS(?(ZK6U8O8%:HP MA5!71$MF!58GE428-V?.0Z-$(2"T"US/&7H)#/#?Q*4MXO"B$TLRK*9&SK-/ M3N?
LP/8F#";'>Z4Y!F,'=-$NJ-NSN;[(4/W# MM1MY\0#5^1/S%]99/A;,I!@I2\!2NIHCZFW_$BA=HH:XIM160YQ;W
Q":0/W M8&U04CF4F@:EG03]E 35!MNWUNIJJB;_/2B 9BJV2%8FWC261-/)^4$I!$\ MU/-W8AZ^.M,?D8:S=E
:VK9E)1;-P'QR4^;UQ(X12NO2&NN%DMGJVJ*M2QQ* M#8'2;J*]UX!J$3<6*';28J<)[MEC#C!U9A;6*WMLP)"H,2-
[3C&+L# ZFV<3 M[C)4L#;^T:565]54T2Y0!!G*0=7A#DCS# M)55I!2=)(N]IE#A//A&2$%
[TGER2GN,2X2*,AF%$"_3QTF^[U'SOHK#O)=OD M\^J8!F.KHF36$-9X>'6#5W[;J;I;
6=8C=.214NKW/Z(@XUAL.U$JZT .P-,_M*@DL>;N&,#>..!815Z/N6@%G6-%2$Y4"QSUKTJTF9RS36NIW$L=G-
5FM:X MZ]1&A$2A[V/%MTH9-\T-3]F--Y8DTS(SYS.$?PS!1IRA>A[47)KGL/F788N6
M64/IMX;Y(!H(LCH]KCN'EDTS+!3>]J,Q\-J-.W770#.D5MJ^>2P*W4_^+(V65=7[&< MA'07P;9SW.>DQO?
=MYX.MG0MH0T!0UA6]]%:.:CXH+
MUY/@B'AQT_8QN^9%N]7553!K%_=#YE(.3N$PHWH+C)E54('(;CA'4]E((AXY M(:KV
N&$Y(3DA&Q4WQJFI[WHS!R2:.+_'#@1$=K"$V]B@A.X@NOYHX2X52(& MCE1E/!:5\(Y$#[CL*SV4RE+-\,J)
B!#G#_F,@7,1,F3)DJ>*:WVT=0\D$P1 M71R&W.I*'6TQZNHHPK X8S:),;=A!^,#.VS)!.L M>&*LN-
4>*=>|-6G;,>66PUC!G3KESD7'*-\C.6,V@3'-VCG"V(XUMQS(4@EA M(F.J,H.,F1G/^7OR-=2!
[?;NHN#W,W;_*7A6_D$_$%=P8%3.,TF]*;$0CI(X M<0*$OMF]/)$HMM^)L&I$(UOIY0O>R)E M6GL:\,)(MSI

,^U65]%M42VH'U?P177$E98,)X#8-4%%.P6
*M*HJH&8LIW!RQ>T+LFJR'W2)VE0>JSN'6AE@59:PIVM8&ZO?.$'MBZ;7% M0%B3;+%;W*YRTM0YW-*
*IPB_6W3%4TE<7H&D:\K6O,]>+A[XSQH&2Y1+\%*_B MA..$XX1KQ%6<<)QP!R#*
<%YJD"/^ZWFOW)_C/!P>MADTUAF'LX?9_%A'?2;Q7 M\O7-6/ MX]ORMAO:"-!)?F5=
[T\>DWWB!"Y_.5(.ZIP^A\CX.B.#T>N$+O'N,OL$@ M3.#I&(%@\%R=,^1XPM#)TJ$L"\D
Q(34#2=D>NADQ$T3!K7[.'"OAQ/RD/WD!;!?A")[AQN)TS_B\Z::)![:4+R>;/HWXAO'[SC F9_D?7W.- MPPOH.A-*
7[.'99H""M8/=C^E4_KS5.9VI%3N9HI>]N;LYP[\]&7Q>\WN:+9> M^)/4D0N_7_8H6>I8DE;J482LFP@^X;A
+5[")N'03>B!#$(1/)!)42=S 4WV4M+F!;\J0I@I^9IS^ MFR8*,TX]15*T3?+8>;)4$1)[PR(D!^).
*M+-9EBX:E"D;*7[).:?($^-(66*2);%TER;J MYF)0+&LFFH+*.(Q_M^>CT.*
*[&>G:64AC4Y,W4I#0MZ@2UABTY&\@MX DZMF%(.A2FYU94YIHX24^JA M,*5P.76LF-J3#VL14RK(J2-KODG?*
J^B,JX;7<3Q"C1 C/&>;,IU8^\VLT1SO M\?F\1028FO*BE AAK*
G[N4H0M$%8PK=OSO^B,!PZ2]QD8S26EU6FLAQQ'"& M;O3RE&+H-757MF9HO=6MK,>RU16R&3K'-#TD[?
G=HZDC\6QZS&GXI;834MQT M8E%(5= Z+B;XO^W/I%$]D!Y;X'!/60R+.+0Y#CD. M#RX/%:F6V
**.PV/!X8'DH2+)C< ACWOE]Y]TW.MC1)QX%(W3^CT\\O68[N>1 MKR=TPE*
JK51F.J]4D10,$A)58[$3:1.;JG'D39&G+&1JL84\M=751$/GP#LZ MX"U$^[,%/(V/*4@-I(CK^'(6\@)8 MY.HH\W6)*
Y)U4/&[:O$2(R' 4]09. M3%R!EAB'?Y,P;9#7?J)?8R%L$L3S965/(UJW'.M293(;5W*9_28]KP';!81*
M]R,DQ\D&81N:>[!Z Q14ZJ(;1Z+R"2:UJ1([1-9]MKB[I:119S-#&)IC51*
M8SM!DX6R23QU^QUV#L)>2!1]>CZ0%,.Y)+WP.Z%/HT7-I#K,P(-&NSE\\')9% M-*X)JV(.C3;85)(H*Q:'XS'"*
*<4U<%FMP5"2 HRK:!:E1'(Y' ,HM=^AM M[= K=G1?!SW,"B'?HO#E 1CAMG\'=D*0Y*[S[=SA"AXY&Y(H:1(C%@*
*W2&L- MF%Q4QI8$3.X5=3H-DZR6=LOQQJ)L6^./VRO*C%97LU5152L?,'.L,2G;%I1.*
M%F2;R8YL.REQVM4[B7I>O.!-$]Z<'*V54E/Q'Q;HI(&<,E*V^T?&6USXI=. M2U8LC'G4%*
*(41"XZ[!;C7IM'+4X>VM@>VMUM=2]3-RE8GQ]4IL/U) ^=5XUSW> MC*L)R[.O,\$-FG&5VWQ4K->A**)E*"PIH"-*
*RP*FEV=?9X7URP*9-5EP4DZ; MC[J.Z[UZ+@G<4W/6<*.:Z>6I>.16/@CT,N>#Z^#JO4?B^+9_3Q('!N9>.1%F*
*M>9>7=$JK:XJ2NFAR\W*2S &.RP.FEZ?B,14;\D"EE;6T@D0M7A&45P1EVX38 M4W_.DAQ%ZWETA!*
*[QF7>.QNJ<>GB6QJH,VJ*NB87*D!93??]I50'N]T_O.8[N?E/T_H!*6<2X[M M!LJ@W'15VQ*
E:3$LECOKFPT]C>T.RL 97=4T1=-4I)>Q69=.E0NV23'-/X>]9W!>))Z75-12;D0!%#A;.RXU>GE\O"28*
M;WM>5EGBY9,-KXAB?#)#^/XL^"'!UOC"762K@+^0&[JLN +!2@I S>] V=** M-*
*X;,**HHVXLT+R3P_4$XFX+M!TT&D+ MX=&UHTYM=373$&V[KK)+''5-*
1]WN19W&11T'W=Y%G=X<4<>2];)^EH?2Z_G(M=CJR4["2;L@/>,4$;S,*\(34(_I?IZ >D+1=66T#GTA"9*
)%ZL!^K&FBY;" M@ZJ.$G4+^7^[1UW?>R=N^]\D"HL 9TYBY3G@CA%P"UE_3(@Y"PPR71%U>?'@
MDZ/N'"%!7VI&T:S%GLR;F3BK%%'L[SC2I]@!KN$+<3TG(<)? 0DPIU/K6,US*
MU)A>GE(";TW!^7VV/S6PMXZIBAIONML8K'%1P/3RE!(%#/7?-F361 '/=CTA M?
URIX$=]+^EFAH(QC+9H\>):34!0K3I8)=Q@S0!35*3%5AW<8<$F=LI)GTTS M!:JA2&MU34/4C2H!U!Q + J?
*=5I?)=CHC D?GN;*0ZA+<0>3K0(_PNMZJ*M M5>8K'HQX+$@M'8RX%Z1BB0--$@V5A\URI#*
(M4RTN4SE2&R%3[>;(5):"POG] MC-U_"L':.4IK&CX@"F3.
*(EL(&]BA(&:.,'_>T>2/9_9+S9)64O[TPI=SJ6K()&J'.69*SY&FQ))O;I,*W2?]Z^V*X:!*NNXE.__Z3BEM96@ZB(L31UB2*
D<;HV@K M);(/4(=H Y&M@\B6%%'3>+KJ0<+U7SR6!NUU=CN;F_6PGMGE:%HMR
*M;J'\U9*TOG/W7Z,X>2%!$C^&YT 3?+3CWSF>>QU<.$,OGE*"8>%F ?&A(.)ZI"H M50]]8##MLW':$&*
*'AA<#]7F9LD99L4>^/*7*'&RL#U$#\#J.1\2]'$5H]L'H M0O?OCC\B%Q-.N.VG?R<>6($/I =7)AXI+^@L$'2**
(EKFHJNN=&,YCC@N$$YZ M>Z^;;DEUUTWG?,[Y_"CYG.]^G"LX5QS7[BGIPA'F1'SX_BVO.W%B9Z](''6G,B
[TL>DWWB! M"Y_.5((FXAR"21X'1'!ZO? %WCU&\SL(WBZ\'7 6U,^1PYOC!TH@2[J"0# M$A/@) >@GQ"4X
&%BH,?^EX EKL'E\<)?$$/K3JE*;MO"FCS(YS]+XX6^=&3 M9=LT+4?WMM.' M"9XY_ILSCI$I9J$".)GE@F4
SOBP3=GMS.PHJS#3[^^,8BER05B&D4-9#T0- MB? J&([#S%B$082B_4_KU\X$+D#IA/B^P%T!8/O3%V?"W(<
I;"4;7(8H IR MIG8,E)MSR$B_*R.WRDNOG;.J64B5&QC')>DY+H&%BH;9HC,D88J'?3$K)!\F MHI'BS8D'PC<_?
(N9G\4G+P#Q'X[@&6XL3O> SYMN@IAM2OELLHE3E0/&[SO# MF)SE?WQUO7CH.^,S+Z"CH#=]S1Z6[?
PH#]H')1.Z<]3&=J14CF;^="S-V<_M=^"G+XO?FW+'5HM_DCIRX??+'B4K'(V^7*
MC;TGS.T+LR>5FK_00DMP9GP\0A(:_31+4(CC]3;V""O8:D0EH54IEUT[K&P M;YBDBK9]''W#.#\TB1_*L,-"*
(ZLZN4#%FNFB(EG'%9'.-+"GV0>XW44$EKOG MP=X7+&R-\#-^V4-_QB@F+C;:#@O4J"I:U
*K*L<WF%"B3/FUJN<,WO,+-4++W!:%CP594KM^1@1]/BP-E4-9D'SB(V=,_&,\@X*
MJ5)B#P,G(NTG)Z:GS2]#$L1TE03RCG]7:HIXY)A?5V@#*?L+$O9BAJZEQ:8! MK&*EJHP4C>#9^GL46[6A"',-*
*E9$2;^KJC//NRFE>D;>*XVW$IX=[]2TSVK^ MOGEN^!7(A[Z-VV!*T^L@3J(1/?"_(*]"CC!%4=U&(%5#<7\8/*
M$Y+>]@LYIBRCV%*KJ^FB4EL/&*[>L@2N)>)W7^"2T>4$&($6R>E]IZ_8.+& MOU-G0M@7*&W:8;\]BHG@Q""*
<3ZWX8(V:\"2"YCL!X_ >7W+;_RTFYTC76$#/ET$"N^0IX8IPY6 CM!ECI#(!L_%JCLJHMSR5KHUL:Z
#FZ)NLE(:F>O M>Y2V)>&T,JO5UFO+:N4J;W65%P6NX,7Q" LNP?1CKO)NZX@(PQ]RA.],\7C M/'!G29ZRRW5&
[PLD=VE1;(HMD7)X(KO,4)LI3MB7Q##PSA=-+AV?)#4DV1 M(JX$5U:"KX->A-
*;A)4G_O0XH92>F8U8Z^X:4UX:Q8JRH*MPAW!1\U7D@5P97 MB]"QT>NP")RFUA5E6I)>#)S@&1XW'XA._;J"$[B"*
[SE/GE\AMV\]3=ACA0I1 MZ34W1FTJN4Y&[F+R-#QW#S6,F6<$ 6>T!M%$?KM*IR4-'='V8_&DE'_,FL&*
*M,=7XZ99#O=WQXBZC2E*K:QJ5@Y6Y>G(4ZLEF("JE JM2>FY=H (W59-IAC@^*
*M[_5@*J"_#)TQYJ!S9]VVY].+?)+3]BXE;6F6H ?22O50#NZ78Q!-I:5N531A*
MLK.HRI4/W+@+KDKU%Q\7<]90/#$U=R>U, H'/Q'-\SY*X&>V_3^F<&X13*
MUIG^5EH0&ZVN+5KF8J46GJW$'.)VK0;O$F2J_P8+,$'GD]4HS6!6JVL9HF$MYO:75JE+ED5E7>4^ M=7 N;*
7[!R<>IBNBH2R>=# 'SE,X;[\.7DE<2]'6E/ M'8P0'D:XJR=C41CZ#I[V@HU&X(HAAG]S;]C6YP]WSIAFC#Z&E.
1NKN&P)OF>BQJD,$TFGZBK4P54.J7P"C[E,#;A4;(2JL+7")5$;W<]\4B
MFE;E9NP,32HMKF=7BAGFSJT:G%M>@77#G5L'AE_MEQ6C,O:87KH0CK8K'M."DQ;'P
M%#7$OE_$%=Z\9"!$M8C3YNH7M1VP4O>3ZC[#R!N9?&JT-,P35E45_GA*G-(*
MJNMLM3205LM:M399RY74+5VN,:P)BE=T"H0XEK#W^XEIK3OWO%Y0VCX@:W6XMIMT\"UB^R84NA:1!'FG5;
MM+DFN_'JT^/(&)VRHZ@WP#;C\+=/O;5),3X:_N)?MV;:3_.E=W* OA;&-U/ MB%[)!%0E3(C1S2II8US-*
91%&TK;&J&$.8BB(3$ I=-,AAEF4>["TUCH%\1" M\X2872G&2](,IA;DUFD&*AZJB;9J F/5Y:3CN3#'!,TUXGJX*
_@,$[_\7,E7-%1<.JP5_)RHY3D^EPA "O<<=A'-984MA21:FV!HK, M[5D-=-9?;+PQ"=1%+'\5GLBS%P1HX6 A+ H;
*[ME?RK/:#GFV- MB"J&MB5I! M"6+NZ&\^UF2));"9K:ZAB*95N24S/QC8I3@G6%Y^F2#?N4+&' 7_O%,2'(^L*
*M45D2-=AZV- Q.;XAJF4-=A-G3M%M=3=-%2Z^L!^S7[,O'D2^# M!IQ7K*ZP?TSO+)PDRW??*
J>1W<"M@OCD^CBT&=$B["@"*3QF7D M/SP,"$EX=:3U^+,WQE^ZX!L)@UGL]$"A Z#&+XWK(,"$O3X*
*=51(%15*T M:CVV&\A N-U0>^6C$<--DP7]9X(!LV;7^?'H0AN8*:#M?-!QSI,+)XK&0(Z_*
*M._ZH=)=234)/MZA4[Y_''=TUU@/9[)C5JGW;.4)'XQJN6K F*MH0F@SVO6** MNE&7W[]\YL";5JX"SV.8.'Z%*(<-*
)6"V7@7&!M_M=TBODQ%<>_6,:.J.O);U MK/K6,N]+@JW=X5_7>^W^!/_)Q_WB1,]>0-
*\N*X6V&/W&"USX=*8:U.&24N I MPJ=GU/CXW P-&L8+#\.T-\@9S8?P7LG7-\]-!H E"I69NW+9/[W%>0)JC)+E*
MMRP,>+/Q;7G;UN3:N_ ?$,'I8::)$Z#2+ 1A@GV+(_@:.P0DY#F"W6'H1+1Z M4#(@,0$N=4:N1_>#63=)%CX-E
<)?$$CY3NE;MO"NCS(YS]+XX6&=Z39=LT M+4?WMM.'"9XY M_ILSCI'99J$".)GE@F4*

SOB[':4^B(ZR"C/]_LXHEB(71&,8TXXU&'A3)C{$* 4EK)-#@/4><{4CH%R M__QE M%,,#X_B2Q+W(&R(R0>/\Q8F]^+9_!S84K!O%ZR,|Y!>?YHKEVJ2:ZKI>,"+N M>9)}AZ^ 9SE#7/]H1/" (E<>J5U&GXU2:_;IN3J:C?H#J\-OV8OHQ=,!M.76 MBO68E0#_&L6)UQ^SHL 4RP11<(1+T"+? 4)'IS7X/%'.$OX8PB3#(\FQ)0*)G M6L\;E2!A&('2'\%(X8=GV,)IKR14=& 14BL%B> ^25^*'M._@3+;8;"HOZ$J" M[_TQ(OW,N(&5"IQDA/K4LY.:UGG9L.|WO}+/> ^L.%Q$TM\3&/ASNC7=[F1# M,CKZ)AOMHFY.=X>.AJ;X1YL"])KJ \I!]U#RXL4QC#GN"/\@0HJ$?!4QQV]N M->96BK:$?0?0))\Y?E8[ATXEJXL@ %7Z=X+A5\CN) (?W=|GXSQAU^B\"V(M7SWX+ K Y_#<3W@Q2A1%^CIS#R[XM^S1]%?YZ^>.\#C_X-F+A(&#Z.H1H#UL M'@3T'!CY50K=>_(\@F4)H[& N:CIM(5/V6N_7=U?Y.\0G"%F/,*M.,=+@HI] M7AHT>UA^V^7MU>2N;X_G] 9LUDC_'B6#,/+ ^39DJ1N,YA>XLE\ 3EYKW2>1X MP4<#W]!G+?SKFV]S-1-!H#V1Z+;_:?6:A'O$Q\7DV&.+.F?& FQZ:\F]@.(-X MG%CQTE3NPE;4!WHNF/#S:*"#3?D55R0%!F[H"> =@+1\EJMGV#;F)IA.S"/N M30K+7YWXBKYJ.K\?3KRA]*83A+KE2VF%Z=>"F {GTXQ#&#OHB??3@#/G(#@ MQ^/=^>;XW,]ZEUUEH]5-P!HHL"?N2DB$:)G!/E#M.^!7G""=3JF ?_ MV\#S2>'S-?H&/95':2-%GPJ/F1UE(K" ,F'^ Y59N"<0\CO^#5L,5ILD$2]1 M@ YA&*+MXE%G;O04!H4[23Z'BXN'R?A!(OR+],!87VYV-$8?N V$\]SCDP MTE-XD4JFWSH/"9"-H]2-<3X<$B#M1&Y==B[@5R_JC;QD3F+3.R9TPOIS@_J' MHI:*V%<'-@6Z&'!/+F=E\VLL (;FA&3F/5G*/F&ZK:3J'0B7@9-,'BK$@W#D MN\!BKV0ZB'@T'/K4;J ;P:L7A4'VZ1HTF5XR-2PFJWYU/5UU=Q3AR+T$]Y47 MQ,@0:R7&<XAX8D(A*81@>@$["=>3T>:4A?%0#9$?#(^ M%P8A(D/T!JA]X1-A))>IB:%/>""[#'434(?YF0KE V)/O:)D(:]J:3Z!>SO" M.5((GI@ ? L1Y]LNUZ1CIFK&KD%%TR0HL]U0U!OL+SKP2CKH47)3$0RP8'J6J M#CXN#AH"?#0V Q8N$956C0@L;X.\;!3-2DWP+Z>HI$:JN< M4[/$F2#RU_/SNPDDD1_1YP@:^,P@00I3>9]K9G0@]R.0K[+4EF1\;J8 X14/ M[?\&:-!APRC],>7_L>"&%'D>38I#P9J"]N.S72_N^6$\2DOTT'[CM#0$#I,. M+\=?,1&II$V9%;@$1$!N//QK%&0; PX^UY56KP@^K, WFTV!/AE83CB'#1MN MO"=47X57?(,9(6G^:R+?QL2),%D ;@*=KT?#E%(%0)6IE%0[PG7Z--QG4@,* M*.2XB' ZFI3!O+1?;!C 4J,Y@[3S42V%C2P5)N0ESID]U[@]V!WAS0%!3G9 M1\5A.:!9>Q%B;6*ZYB*R!&K%&=CF=$G%%SQWY"<4 M@+4&<4:A22!71J$LFHM.!R&4S\.CV[;K]:@]E \^>QG0(A]!_L[^""B**W$$ MDN8"+#[09G#E?=!)O3ZE E)XNAXO:)-3)87R&,H+H$2:JS+'=YFMG#>!GX5$ MOI8? W^)Z+ET+^C8'7H4R Y"1[DOY9GJ1LLYD3YXB*#=GQ24X04;'H_"^'[ZM M,,-HS'H]3JF1[M!I#V]W!JX@]6)X8>RAK,>M&_\83@0C# '41ZI,1+MWO'@O MY2? RG/+#E'X9",B&/*,O4.45WI&;GS/D7[U3XWM /J$C)UT]<7:U4STED]T" MNL;QF50I'GJH',%H^NA"\Z93"#.]G[R#)$O2Z3]E_CQAZ#N PW,*D26R87X M Y#Z?]['^9%O?,M!MT? (S,9:MHRS:/;G9EU6W*(S9S(3XBS/.E;YXU <.]'"Y MH+6&HS_ M!7>5[1\- (R3QG+Y"5R>&#;J':M0HP4TUWW(^OL,%X(,0Q.='H9^:$@7L"T. M175>'<^GQU^HF61:&QK@0O)&_-=\;SPR&8@8I11 U]VKEP-M?A$HH%#Y"Y]P ML\.?9E@ \9]:?BF 9R1-VB!2S/[-O,RPI:1]>:F9DL(6]2 838@H%5Z(D[$* MO)*N%QU,MM-.A2U>$;Z2:(#:):V$GAML2Z$6.5Y<* NS]HN&1*ZOKCS.D) 73<(3_1]A!$\R,N+48@@ M6!,*;=]{\5(;,!6?Z4OA6=06S;6FC[/*AII3,T;5DTJ2B8F9Q,3O9RR/;@VZ MS#-CF@CVR(M_3PD^"C(RIP\"A@3L^_AOJH_FOXZG=OEDM\F5?='Q1(_F*#]]L#MAM6:LJGR)G1>TJM, [YG5=1"Q\))MF/OI>R=;IU4L$^ MIBLX,:Z\92#!M8:%]L/@.?56;KB:7SX<&K(5O[5OG!AUA MAE@$/%^+A0D<7 M+G3@V UER]B-NPC5JV1\!VIA J86FEG44KFS%J(W^X*-#' M4S$^><';<(T:)K$X=%WZ.,BED2%V8R-#IG0? 3NA.94+DSV.!JO#;/UG6%,SO(_OKI>#,.:GWD!'3.] MZ6OVK&QCU!>#*BA1TY^G,K\CI7(_2U7)WIS]W(&? OBQ^;TH=658*?X)?"K]? M]BA9Z=AV\4_+'K7\>TTRZAO4ZOGM).>Y6LX=ZPG-=!]82&KF]%M!O_R@15#E M"? G4D\L)7^;#78R9J)!9*\]EPQQ#PEA-DS^>["_#6-OGL5C[^34*-PV:FN9W MZ:#T:*(JFZ(L+_:%J9P)OF+)V*] (Q9GM^)EM?5/5.ID-DRE%#;9)M7K!R9TS MVRD47,@CZ=,0""7H\P!W@HP33F@*-8-):W5-49=9 MP= ()%MX8KG)3B7A@B&>\.;46*:N[-9N7UE2,J)F5=&HRJ))H:C+S6@PW&;C) M4"NOK>F54#.O&:G%8(EV0>=$UGCM%"R&[R2.SS!:?20R2G.G7#*,8 &W[U[; M7'VO5..K-9O4^92DES,4A;]]DN68G[^$,/% MY@9&K8!;(ZD/!C@+ 2>;VN$!QZV0CU9(0!8LD$H%S;AR6)DT;$ND?9AI-Z2\ MD+&ID:;8HFH:^ZC<=Q0F',=ASL,[,O^VX&%#2HT_4S35FL]F]\[#!44W%\.M M/X8(EH@S5M? 7VBJ(X#MD"'*>Z90CG)5ST2J/.KZ<)-H"TOQ+W>;YC]ZJ03D-> M#.DTY,60SNG+XJWJ;=%G-C.J\CH0A/\ [\LIM$@%^2I^20(>C'4#L&L/U_1P')4GIG MH VX&/6(FZ6IO7LOHQ?,ZDE3JM+*;)C/VJ-)@7_K_"0[^'<7P;%&X#? R6^^RV,'B,'-^N{430,8Q)O MK'K,4 /V4U7J+ M2R8CQD15*[6,//1!I(Y_<]@NG4K!G:0NQ_$WDO37Y]3/, M.,C2,J@#NDTT]'$X.%MG]@#5"P-JWY*WR2/]0&/\R*,\@9_Z ?0!\^AU%A,\<;Z&5 M^\E3[N].Y%'-;)Y6]UD]Y*59526"/HZU]52M)#@>A[4IK_98+S.H2WNK]597 M5E019MZ0CI*\OSUGN]VQG;(GMC,PL-V6#=$^) <8K- MV?#3;LZ!0)S(M'V>M V@=1%I0-3U!=]/CW/P,6I4*JM5]#)9HVEG(;*725RSN&\^<)F+URN>T M.6F<=#+'8?3_.%L8<*><504E@Q)ZU0 M&I DK?I.)Y6?U*?3PG*)%0Y)UY10GFX^WZ<%%$N? _EFMKFYTEJF3>5%E9_5) M%E(()IM7><2UBX7O6!Q94/+BC3-$&G@DX&-_BN*JC!N&!1F-"PO2M@P+ MPKP40F[SXKG?\0R\Z!"UH):;45#++;U?V"[HASZOX"U*0X]L9\547LS=75FX M';8F(OA(0Y105(3+2MJ (N6+M'\,%6[I*0R*_IE.8L6KOJ!K%JWZ(SSIMH\5 M&Y%M%WM(N:,(ZX]/(&%*>-;_<:5IC?+Y@LN3^EPF+ M3X7V!:0TP!K'HR'>L%36T25 L[D6*I>Q"(]^D; MD#PE&VN!PM]-WL+%\O*]Z=.%;)9WX>XGK5<.698R,F8\Y$"B\$ZI(NWL*0$ M]LVT+'6VD#-EE;%V+P;.A%A>>3RIQIV5@<9"V.FJQY-RR>0=.W+!)BQBM[RT MC5=$>N%S0$-AX!5Y,VULMT*M/OPPP@+=,W5^*4!FJOTN0H[V!IL+NG,PLJ:/ MM:5!'/1RE*61.>1]Z$5I/Z39PF2H0NEB5]GX0\UY6II\.&V\!?PDK+J"NA$ M7:6S+,MAHJT$)9M5&#L? M[;!N&GCEF':@\P?=X1\15>T\]GU@LH[)XS>ZA:U M\ZBXH.,.QVV@*V=9J'[Q@O(2Y,NEE[F\!#FO)L[$6'@U\9+5Q)>;3$JK9 !M MD;Z8&_WC/*R&TGS1##3-HXBES6::# D08"K$GZ7BG%[[(DKGN*&Q<=&M\\5#O_ASIPRD4*F+3NA"TOTZNK MK!>O%K24[? 43JPFT;]ZX')$;>.(C;>+W@QK$I3G#QA@:0ZF<9,U661;6.&F6D"E+%)2) MXWO$#EEB>:@CWR-J9(EOX:BT/6$IR!&&5%0I/RE53U,P=]*C:28K+*6Q&E_D9""UE16+L-DIC M.4]L;ZJS"O9*#OIM1J9=O6,?].URQBR,K[!%VU[LAM+H$L0-V)SN9OD$#R47 M#BMWFE]YG"=')YIBND:4+!$BI86%_?JLAGMO9=?'?O?>#V%3LIZ>O^^WHLW, M7#\46YV=Z>3II^#5F10'<;+B()-3\=D@BW8>PUP]^:\12D2Y6/%YWLXIFE5; MN<_I.4D'D-=G 5@FJ-AF9R$/H%H?YP9JM0OPG OU 5P"Z3'8Z\24W)(YTNK* M%.F5\,W-"DR8ODMI790W;5FMKK:T7.=!U-C%^M:SC%0RN"^+05X2P&?91Q' M=TLS*+T@E4Z(*QK/C-E585',>IH^N216[^C"\$RM(^GEZB0N# <.#'Y2R)1=W M7HH1!U5S;. F>IM];%7#;C 9)(U]$:X6DT%JW<-KT(0;54JAF.(8SUFE4N:F MU.#4SJBM5@-Q ^VDB9(D])QX@'7^W]+TQ+0..Z97>FZ>P^CF&?4OL$V.(MI] M8$U4_(XZ?1Z]B^DT^MRLJ1HXK\'G1SME? 4NVU.H:HJS4W*&JT3VH.'^=!^9 MV_'7(@MA7)I1N:T]PU]G^+R3DNPNT3EK3 BGQ7[!V!$SR3;V&TT2E)'POY MM?]-HK"(Y56=](JB0EG5)V6'0?9&DE=&\@V4)?4]"C.4BK'7.[/[5FI?I>] MOG[7(8MUZ5L6ZSKO40]W#/LZD@X^1B/BSE1L.P]R6K2T6]\K>)WR?39$.7""UQF:/G_UU;1FP]5.GT9?3GD_9$* [>AR2(MI_/-WCWSZB7^;UM?\'\O2:VG!&BF=SQ?)Y)1:::H8"],I%G- :M1>;1V8=X: M<-(XZLC]Y%)'EE? [D4NDJ]MV\4\'])/CH [@)S^Z[AKS7G<5'5CWM:])LM MJ):3[_06[;HD?0)[OOL(R(O3 MQV-\0)RI3*5M":Q5)IFBH=>5Y-N KA&<&3DS%C.C=EAFQ. [PP+#OG(\$\]O MJ=W\RJO%0^4S-^Q+9=@Q)\H6:S$_'$WZQXD<,T0LC&81%3M(\O- M95J.7KT,_7!,L.#P"SJR4O=_3B-D9G^EVS $#;G5E692D MNDZ3&=#X.9PV%;#UPXE6S%',NKH2;W%0#^N=&PJ M8C,+8);JW\CV#*&TNKJH56_3R?57!J&T1KR6@=*J

'-FSPI-=L*1Y8[-MT\MZ+'=/S)0;2;NY9K!4&?=C^:0PZ<;U:65ELNK0&'=H"F, (,L#\9](*'"Y-M1W!$&HWRE]XUUXP>ZSQ83A2 \MZ8B+L=<5{C?)6FS37S1F;3IU,36,JSC/3M^IY#D\J?>QM_KL&^=?OMSN5EZZIS?===G-[WK?W7[5;>[.>]#I^+QPA,=]OI8 M7P8Y,U'""K)FHU0$-X@MP\'Q!,P5>*"U68>D44N1X>U*DN69&4@OH8*|=Y5EJM=;)FJ,T_/ D+Z@S!&7P6(Y3@W8LM*OY(3J59WIK-YJJY,VJTR(Z^=:'AU!B60URPOXT%PS3*,,:EDA J-0+JMAL7.&4K/<*_.--3,%KCRF<'&+14-YM"_*::X8(??'<B5[ODI$OZ\L4@LIX#"\\'Z[!X+[O1.0W6'$'Q1ZP%[6 M:@GK3J9DSAV=?NH\X#%59*G$^5!E%3Z}TS+7=]-QZK0Q>Q0'%O!CX/E!,IUL MM, [.+K=T*78KPY!,8S6WCZ9>6F-A1\Z:H&7)*5'H9FY2MKCFWZH3T1A+ZDV3L!INAO M(C@:%FNYKA](/'&"W7)BI)O08VE'U%WQVQUW1E81;&WJ#\D<"9+M3L$@]$Z7(>_3:*[']HBO#Z5H#:NO/Y&P-_E6SN.6J;K2Y"[3;X).D_=_/7Y> M3WRK$5G59'&V4G](%O+HD;SQ9\20RC>L 2;Z&]^9$\WD4.1ZA"\ZJ>_7W;[MM](@AT[]!,.6_?NM5"0X#*A]/_- !OC)N<"@+=N,&$SD;,\&8464_OG.AL+(J*P^8&0<OD-YZ+_ MW9CE7YM(S]P2 \F?D36?BT,]27/9N7 D5>,XZ#F_P?N_A-F;C4TV7,=A?A#Y&PU]>C@\IVMHT4A+VZ)&#EV&$R#- MF[/MD12J]8>N725>,MQWAW]PE]*HO]M MP5NAZ0(V#OFVUZK6G^0#5CN^'}6>NTD&;DA&P9T7$?X"C$8TA-E[HX$\N\8P MY=N_4N,?%-%RGFQOLL2E"&5*ZN<"%:HR#3!5L%@M4@"5T1+B%9K2= D M1+,?;(&*@"D!U_7I+V*N."]JOJOW)V*)%/WY?F%8*&VJA4ZS>,,B$B53%Z4 M_<'C>T7:QZ#"9U1X)TB@OXN<&94*!0!SX7#YRMQ@MZ:C.54X)UB!9X0MA*A M1*A"Q=V/!D'(58D(=:X(@KMX-BMN0H>G1)U,HF?F1%^L8SPU(LX5CAX:M0RQ M[(^X*_]<'^_5EXC$^]3>J0H<=*71X9VK7C5^>O@^Q'R-L<_K $OYDUHOT6WP' MM>27P4F5"'"S?JAX>'-'V>_MG^:),;JA"GD&-78A"--]-(NR[*AUW9F'<\&1&#,;G=Q[7,2K+B^.M)3-Y*_M%A12]\D%EFNH?B'5V']B>24KULF*?Q21]ZO@3CBNL3X?BG"N>]C84)\XWVSLV7C)MCKQIX9B9)LKOQ47Q:B[=6DGQ%H]T6;BET/W:G%N63FM)^:5B MD=4L4E@X46AUKU6N=$E96:3BC"QG%&)1%7)&3E94K+&]K%&(R+5:KU1R8UU# MO:F5-K_0%^.K=OFM4)@LQT^6-&>I3Y[?WB!U412K_K8QE=E+U7Q2U7V8FI9 MR\]*-MNLLI?W+/,T"'"]?#Q5D)1]M1$OASCS:),(=6'5]'DM/]ET^\QYFWMH'=O\:6;1;Z1T"2F&EV7Q>'5K90:F%GNPDAHRHC]NXW%*|%MV)X9ANEQ?M MBFY+=*L,E,5T*V@_>$=*EK0?_K(XU!335KN6+Z#]^S?$;]<^E9$UAM?[_QM)S((@)BPZAL;^+,?A,S1!.QH!6Q"PBYG41,;NNGM^1@]$RHK=W^U2[>3SK@$UI$UE1 M3%/LGT444^AM%;&RQ.H])N&ZOB]FGH7Q'I*"KCV8LTL1AD!*###XPI;AYA6'MZ\BP$P3M%]H8PB<@0)1SMR0PX&O1I/G(6UNGXBW142,80%,EB6F(=6R4NL MTN UEJ5P,@.G***=EGV?)1K_[4$V-UC FOQ^%)%-Z+;.OI9JR?T+\!%D. 9VMZX9B32O>7XMHWPN-,3Z56"+>GP*WT^]X>P0I80H*K=[&HWJMJ-$M9NG)6K=F-SHRLCL+)G"_M83*QXZ+]M+(\AHKZ&54V%$*?RXL\B,ET,<=;.40I &CG%@%M6B*P0Y!1DHQ)#A8B\!? R9==E?OU]DMA\<. QQN3 M@3]]_>C=D%8J&+U (B-%D(S3W*6O7&A7%IW8W:8OV.5/*R2AU7RL(3)P\,!T[,' M^%K2_N^?YGCYQ89X/CSX\.A9G@^)V8EMGI Y93>OPU#[^OXV#GTQ(.3X"M-W+2H_??_=.5^Y^1+]ZK3Z76OOM383>^Z?=?K]#SAU3EK7U,U:WMW[=ON M]15K?>EUZ*LE:;M.]3V],_MP:[2X_=KML[<@RJPTDG];-ET:)[6/RX JOP1 M!:.$@+I>;;-=;O,!V>4(M# @=(%VWB@@*,'(KP7PF4] MZ;$O/GPBV.75%VTU']7*VW7&&>.GM+A2#Z05+UI>1,P.V!3U!@Q^"YR<5 M M;HK#[P/<++94B_F#D'E'UN!E;@_OP65CC4#BL ZL:S5G7M>I(=\OSIYZO.C?7 M41I'Y=UC1?>',6RQ=,E28;X8"A]W';;&RJCTVB1&9LAN#5F@3<1(=T_2T+1 M@]6=LO=9)X4G9&LW$S"8FW_W :*$GNCFZ5$(I .:&:LZ$:JR;1G:1MTVD"M;1(5:C07O8.SD_K!Z9+5&'_Z_@G)U63N==K=V]9E_WGO^%3+. -=%=/@>6.RK MW_K[UTZOT^K7V#;9*S_PNS4<@CX'*Z6V8 *0ZC=4=|>!68-T.)A7M@#IYDVIM/P@,I?]$8BA!<;@\C'SNL)&QIA#LM@E$9$-N*=L2-89XP&8KAH49!"&#]J8O M<<< 4F#OA&!P[)N%P3],9[>TD")7AD!D4N&&:F4RK(V@)KT,P=")IG%/FW2' M/@1"/[*7X7!WE5\^B\4NVQ96ZO1O,)!@^>2Y-V#SP M(M@"8F>1N[P_EE.;9(_CF\'(;/:)\+&N%BN5YLP5W.]>7XL=K1)M&35R;7/? M:HEYBI(IL'PY(->8C7S!T7FR1<@ED1_)6I+1$FUO:=0=HTM+.TB_D;.H8K7 MM,(0Q"!EPOYG]Y$;RL.!>DRHMO?+S\=G&UJW]\;N%!I_9;#]BKNRJTR\&@/_MSH>&/L@]KGF.N504:,#DO@A"(QFW@A=T15'1:8U/?LR+5O:O=/%=1$)1S/,G? MJL!G7TQ#.1G_T6HK1H-(#2Z9:X*Z%FPQ)B=*8\#7M&D*Q% MAZ.6.QGX5PY],4B@%G'#0CAJ:$=K>V[9Y'F"VJL"']\=\$;3X(T1'.$E)U2M=629I!)OD4'@BJG"-GH2GTQ]L;__*P6LL\@Y'.1OVERSY-S2Y3P(/$N2;!XF MS%5+F'D:^5,/6_.NIGX.QWMGHQ#P5O1*F.@QUV?0*:CX &TUE)UW%H;P_2I7 M0:4$]K*.(%(7/1TZ^VL2M:?_^6(+AS^TU(<_NU:O)G#K$\R'AL?UR+F)\&8L!)MO?)(#OX06S7!4X)'TVG1,Z.Y!,5Z=M%]KVXIG6VRZM*E 021+XN2%%;/HG" MB!(TP*H<@Z*Z-+9DY.IA'R"&^F1OSOR//71C#L1IU6;G;J[\75]80DZUP6N+ M_T3W;"/00P4 M-P"%%)^<$%92L+!:E@U*GL(S^&]BY1RK&GC##426D^6M@N6EZDYUQS&?":.5>!7<)9S:8"DM220GE).$!?6W6PP,6G|><)X*&HJ(3"6FX'=G)BA[EOC84-JL0$WM](DQS73UYB M6%1.Y!D,$P=T36 2$!!4#X2M7C?"#]$'O.0V83[G#E_%_7%]+]]2>C2S)?H$-#Q9Q^. M# Z_O61C*,$\9Y;# ^HBPUD,6)D+9$N3QTSP!K4VE'<3040U=& M[PE=&5?HXD#6SY6^C6#K;!:6 _+^3N)^CSAUITMRJ+=UQI^ZMT+,F/4-WB5Q<'GI"_59]FH+7?Y*'T!FWH@ZNW2XW2TV';2E2- M3W6R8T1AN'3FA4IY+.W$O0Q$Y92^76<[F&\C-/?:?&]"IMC(G&@>O"Q0D9?9MIQI3R@:!. 4/?/$Y1BTHY)87O)D#&[7!-AE*;|:.:63<_6)2O9-5;Q MS??GVYMVUQR6;4D."6]'EN:Z]EA,_ 4.UC@B9Z@:&B%|7<|'E2292BGEHF#EM;QXX$\MB9)XVQ(^%B\LS+S(E@LF17#Ds]BP')Z2>R^BE@KIP &))M*\)G_$ MP&46#VH^2\10Y>V*SE7P48*(1]B%(GDX?&-107E:9!1O M>$38)7"$&Q@1N]DL5710/VU5(;YW¥A0LY*-!Y7!X;,:$5)TXLY[YM1)11B5F, MN5#]E8/573:&[H)XE2AB_>S@TQQ[&=|2V]!J2RS%;XB\&5:XY/>Q9EHBMFKE MRU)[C)LR\F;"=U?EG JL-[+!E))+2A'JH!:*@;JK>KC=]X=[;T#'YA/; M]#F415?%9-#.4/BJ/C?P({'L-PB%:U%(&_X<@C!,+5N"%U3";[W*5#'X,3Q,M!&%.]L4B%.4>YOEB,G5B%$XJ4GZ*(%V5/:I\'3Z S#*3*?@0CY$4=PB* M+L#<&6PO.@^F/9,Z$2QH.^HFR.349GZ @OA58E)^AYQ8X4%W!;HK@V'3^(;M2/>/R+7I'X]R/.!?-U@*$F*;R!15/7E^O@K)D!DQBIST#DDL!_-KG]NJ' -U M/$*O%]?>OM !08:'A76I743]@7FX,9_A+?Z(?!G84F>99M@8AOE+G:Y5=2_XM"0$.I8DHFNBM@T[+W2/^HBE3?"_*3^D;>=.%)H7%.V?2FHX8R4!G]?#.-LAM M$$N^^H0G63/^7"!L].KQ@/-7>V-]0W1I[,#!AF+^$2358I#TB.QB)@&RFWI_R M(C_4-JB*;@1Q*&)A3?1DY!E_4:*.4*/!S&@*7(@H[F^"3QFBF+3?DOKC&(M_8V$B9-$^'H5D/<_%LUJN F"8ZAQD#7VG\@+N>ZCLB/5/OW]]01F2?(//.E4#46$TI8+!LK82ELHGZD;/H!99)PI7%SOXK.H@)(M"W7P!PDNC_Y8O.I0^I@]G^?+]Y5=EUD5=;R0H1>G*?"4*$WZ/&1O2!M%W'3+79'4K(+%NG,7S42N[JQM9):&4\B"L>>3TTWYYX5F0);I/T)XFD[7A>X M 3Z_5Q5GU/^MF%[!$VE0+RU:]XN@ I #L[@8"UFG]NWGK(T&GC/.\23QH"'%MHL$$SS]9#H\^#"..<(!C>X#0%F9(G]@N1*\&#W8L%%: 1:,0'?!ZF:6G0/BY M1;^]_F_HVM"JJ"A=U.=6_|*$RA9U4' UP!7920EKTK^&%A+12VPU??B,HB%,M'WY^0LU0I7S217TF_ N:W8%,:H[>H4KR>'$;$*D H#_ZQ=.5^^>.7^0U>,-2'H M20]G1_WR_"}3\CC@98(FF*1KIHL/VV?WBR-13SOS5Y7GQLG!Y^6_Y>S1S'F M&*<&X&RU"M#F[']5I0QUHFSY<(3'"\2_ NI-D>V[37L4U,C>LH M)(/I=6EQ=F:^V?.^"7DZ#Z'&Z5FF#_N0[\-6-0&.%$.5]EAUEV1@(SA=B.) M4V %#6V_B6='(N1T-%F%SF-\8T:WNUT*)TIHNW(Y*T4U;D3$(1S%A$IB*&L M],9AMPS+]fYD6E^1Q80[U?/N]8X)"NW>50"Z*YN=[O87:O8.VO9?=XC\)"0I-THV$\LN"11!.<65X)(0 '(*%DA5O>I MGDX[#GU@4^EH)&A*PQ0UE+1$D(7"066%41@\!EA'& -2Z=^>;!\"%&$B-#; MBYV@M4 L!-CLB!E6BHQ5L=EOQX<"IQN.0++#0-0//GB]VMK:QE%[7P9_KD'@, M/80:IX90C>@T?&B?M_=J;V+;'IY_O=Z+JT.N0:9-Z7,T>M12?OGY\..G^^R)=B3$D]>/K_M?67BT==I6Z.G'Q2Z8LPNM2+!@F.<$!#G6ZJ/(GR)@,URN M<9WC]WX5.:?G(CLGP,ZXXHG>\Z(VA@PA-NYH6'AW>'X ^S JS1'AF>]<-XR M7@210%Y5@S/4R_=E*&K9M[J7< 2&T@?BX/3PR-'W4 5/ P&+$2E1B#=>CFA=MB>3GB^38C31'(/@+%@16!.]"4@!@F$M\|@VGT18 EIF85),"8SDC>*.(++8 M>\#W^:'?<,,5)2.?5C85Z:\(+ R M>\#W^:'?<,,5)2.?5C85Z:\(++8 M>\#W^:'?<,,5)2.?5C85Z:\(++L,7'FMWMXQN#\N0)$;[QA!%I7IV\S*P9K//. MK€MD/@'T?3X^2KA14_NA(3;"!I.4"=@O=#H3+0! N0((>0$=6/$BMH#3B :4"-M8M)5D)G;.VH+<0)S3ARR%^(6Z@:&!T0X%L'C[G.YL">V& ^+0B-=9[;=D$GQX MGDVPIX(?L".H;K.B\$/>&EP(OB^$2_96>?8+@+OLEL27!$K&;8;?@VB"XC9R MR;I;7;53/[#-C:\8PRC5T$X3RQF]V!&]=N1%S=TG0*.J&2$?.;SYEL#+ER9FM>%P_:ID:B8UPV"G@#FB716XR#.9&!!%.ZKI141U7X+TYDX."XZ/5=W5<;_T M\E%+ ^"K$\>QCZ*>9;.5]DDIO?*!=;55\(=N*WE] *%\1Y-/]<%@CD!1,3ODQX*">M(-WR70LL;Z" M5*01!PN/H5)K=$1PFC'Z!Q1^P(V[,^,2R<9[.&S(?RXD]Y0U<\(7,1]3;B M8I-5Z_7&BQ4%-ZD:O=]0]HQSD_K_@?LY.)M MD3#%E!D(O[O?]\6U"\",,00XGC&:(@6F>1!RU?;?3C&F*B:$RSXT M/NZQ"2QHK(M#*)1%?8?84H/%CP\:G['X_BZ@SM@V/0# =:X]\>#/UP2U6>+> M+59*K]N@1=9=X-(7[ASF]`7[<+C'YH+[V4VK\+[?6!DX<" NY'B:9/WOU6P MW>=HVD-CH2#/+]KG)M!1.76XO6J4GBHG@B/]TO RK-":"7^-G_>8&&N<%=6 M_8K-I[FP)G# -IB?IT%08H',96(Y\;4M8B7N%F(^'T'0:E8D_/YHKZ14IRX;[M111]B2]1U:NM80T=|_Y]N$.5J(_\OET+"TUS$EBFH,L <^*5$?]!SV!%)PD MC H)Q/_R/1=^H:(">RP84W^Q&LRD1YT[GIYP2_,,X0W<($8Y2%$,=3$YC6Z. MRZFF#L<*?RK+#U6U?Z"=,!PO'7))B/^KPN-47 8,2LJM,@0;<2T5LD!SCD(>]B#513D=SYQ<@!GEYH8PTQ7MS/4N=AR!+8/8T.+/#6)+1]NM MF]F6CFF/.]CR VYI/LZ& \]2L70(T0+.KR X\Q5CZ^H82]*<&R;.DI8C[/<=M>300+GF!=']VAAG4!5A;"Q^)-+/"+?-7X.<7/H1)/6\,,WBI4PH9";&=FW9F M=@%^]M[A<.$;A22#@]X&Y\L$TL8G9MXO?D2NX:EJEWSWX_= -@"AVH/F'$-J MPX4=U;'COQ/)(99WU"M,K?_X)9(AX?<^-X?F.G&/N)]B,V6>99VP23&)2P(.M[EO"H>"F@]R5]!8OKS^!.Z,(*4IFL%DP@HK*@HVH/]_7@:Y M3&8?,[*2$P";2WYO4(R6@.K2QFVAUFKIM3JPUAKS,1>@AA&"610Y&EB(:ZP< M,D@TMOP=Z!/XJQ^JIA&"5@';Q-7IBR$U82M[+@\;^MIP*HV/),_7CJE0BMZB+M]DW++>$\+"EUJ3A.B:@)_+ *F]52Y6,/5(^M=HFT#%UF2Z$36!L'5?XHSG0CS0?CEY1>Q/=4UD5=,RMN1\N\ #Y#Z'G;ZC)&K\?E6KQ.(-RM*! K5C,L- ?':M>8U2Q9E>>B*H+3RM^3#G/"BD*$RG=AM6!2QS?3ETH^0F MV9_2-T'DSZ2&I$-8+R!(]O?P7N121?XPB.R&*/9>^(3OW/?Q{8}=%FLM%T+M[I%TQ*4+4E$)"Z%/E=^35/FAQ8I#MWS!AA$67'N'E\=1;A+E,(.]60E:IUPG6 M+IU:M@A[@*)ZUEB*F9Y_.RQH_U#=-,D4^87?X![=9]UOD0<24&#X'TVY?.B M"Y=;&9@=."5E>B"&>JQ^[D(P'^\6N=;8 0>228S_QS^8[265\@M 8\D$8H((.M4R06#P)'HIE.'8Q+*5T57-OA<@(,B_;(>)32 "-CO6N!25-W]OG^\5?"U]$$0:WBJQ=@D12(.45OT$]+'Y0(7Y"^OIAX,Y#E"1RZ0F >QO75 MRS!.B]A-,3XT*8]"@.@4'SHMUP!1S .$3L^4 8N7L,.^E3*4W,B6V=S6#A1C(C-^MXW\HH*\LCV=-<6,3L%E3_+0RQ0M,\8\&F.+R88_)88W.O)IP DRLSUV[EMH/;,, PWNG<0^DHC_FW!#B<1!/KP;MGEAO5KH-KU?'UC@XMHJH&$\P)D)L:\Z$*4G&S9K&@=]_3=8NTK<4+0HI&/AYRIP^QYIJ?&EDD9 M*P$.+64(5&X;0V.:TEEBL:+-Z=_::L<&IY ;D"OLQO7Y'JUITHAFTI9T&&N:MI**U7*I\RRF,FOGTV:JI4P+Z;-5#J1GLHF1HM%5?Y256;:4\'U>>5[!#Z'H$@!6 +(8Z0 M@Y<3#^&X!,?S;$Q;>[[++;0^3#./(]\%7HVG&X7PZ]BBO;?I!XVOGGE.2,-@B@NQ<*68?AE MR$ZB=[V^/NU4R5'ZR\3?:F)J>>$/CO]F"!L5(^3Q0 MP\11J+9U5Z@$H7+6Y2.MED)UN=$5RLR/G0W%,#;'6WK$B+7$32,Z5SN_GG M$B\B7V&-'*)=J=D\2\-ID_71 N\Q!4C6\;6^BJ&1NQFRXL<=:LQGPE8#[C9 M4S4370?GGFT:2O9%$&@6BD7%#Q@$=I82*WH&7:4C^XSB[B>\;TLKUH.3) M:9U.L[IN(;8!-YH>0\]QXL) +&&$O0/SUO4FH!C&W+>#19PJ"EL@@["<$,P* M,!=^"&I'4^W++<*CQ_7%^4AH=SP_F69UQQHNR/?,.#A0BCGKIO>[!+$H'K:?BM(4<:6/;17BS\,D.%0*PID5E;EID+HC(CG Y\O;S\<[]&>P!GA"\CX!<-8LV5H M^,O\|%64NY@YP]H&>,X$QZ2O5AVTR \GL+N.Q&E'5F93LP-?L>P,I.)Z]Z"8 MI&O7]$PR]9P3U*==B\X_3>]"X+:]-KN1\0+Y,^&0%WT7YK3ISPD2M#8$\$ M/X1=IWVP(S\[(QZ2\'>M>3*_-L6B]=/4S"W]K$$4XTW@JZRP?;(&3V(%[8KM MLU7M0!CWJ?E3P>Z96*%6O-6Y8";W57@:+'Q.^75NO&%[1Q.DN*8](<-MD*"25#R_7H4<5'C_$16"2LI3_&LE*5GYXW?&W1/-MI+6M>25Y=C-O?)HF8Z=MT'$D^/D2/K@;{'9^R<>2@J+Z!.:\?D(H]R/.#@$ M_]7!78.[A6,R6(.?TG%P8"KZ,Z&PQBXB26D,-T1/0R\N'B^;^)I88N(G_LCE MU9<|)7ZL>>#^DD0U6(.S/6V@B\0H;,DEEI6\SUQF9LDN&S*>_>#K\2^Q1* M4IW<=`D[_R=VTL1K@1?TP_UHBG++Y6H>TPA\IL*7R=0THQ>A'3/<3E7\/)^* M&#-ZN=W67=B8+,?NVIGP_H3S^E0=5R;3^)=79J5_#/CX5(7%D@*?.^\W4W=UPW(& M-T^W++*$[E?]+F=8B\3!5H0T>)M7P"O5)M46I9DLS,WD9G^.MK+P]#FZ^_]@P5!@:&J6BJE4_;CC*"F<^*+']$70!Q>NS+P*$(.\P3 M #\:>""I%$AF+&DQA(G'^X_(EX$M=>3H<*4>*XX-C1F0@W08WI+TT"V. M%;3@%E@[:A]\UC+:W-86@]HB-4(S4Q4J1K\YIMTY22:L!;91J1VV\"VV,I$ MFJN@31[_0<\I(954#\5ZNP1J*)AY%.LDO#/2J*0;DNJD*K#N.(PVE2@:\Q! MI-.665S!V%)<<[+ OK+D^,6@@5771?+JHS3:D3%?>HTM+.T]H6RJ%7@5X]AG< M^1"W9$*"$^MZ7"%5A3IC^:=!P.PQ#Q5@X\N#1;0TZNHM:A:B@'80Q// MAO C>?:B.BWRA&CZY0$OOW_Z!3ZAFB0%?PNN!YSA@/"<_$P&/AT?0,__R@[T M3FRI1OOA8#\GDG;\!47&/6=NC6%_$PEGIV@]@8+$/!&'CP#_M?B_D"E_,4FHC46$\QM!9D6?IQ=@QYL<9(;\N=X] M?I=,"(^)%)NQ?)6P+*#%YT%^]9E+F2%]4BWFM:5K"&1@S??!FBY<_I(&F\6KUM]#YOH1*@ST^^UWWKO8?_N$P/$_B4_9-/(#R*N MD/#5YXF*053C0HI5*&#WKITVJ9LXFH"0J; 1&< ZR5@-NJO00^7!I*XJQ M'$@Z:PZL2]<-:7AG%,W%9Z\+52AX9WJ$/M"X_W%=&*U)X$_]'6P%4H8QF&# M4%=LJ0._%DBSLOB?HDW@WWHVTS5FP8W0)6O-->,=X%-8ZJ|):CYI6%#RA,$"?8A1FV5:(1@U6"IP_[#VYIY*FP!N& MZE]Q*X^*KJB.L\B-(7:3CU5(QX,OF"UFB-^?:60 _0IB7 - HJX)@2$Q]B4MMW],/<(2?A*)<@6$>0D/T%!X%IPF78H2E1IAN7XWNN+*-* %Q7-E'$7|9!0FL MQ-3W L1)6TBPO_(D5X0OJ2]UV@5)BGSTGE0G5"L9TC>)2-DXZ7YF*,K&*\U M9JP.4_3=?H/LI):|KK|QI6U|%=&^=5.A%ST8O:K9+#U_4J.!YUM*G6=%G-M+7T.*_BB1VET5,;(>H51\P+%,A.!50VS+SZW#8*IX4PW&2!,2,A0DX:LM4_3MG71_!=BRAQ_L1LOXWJ1EY9'-X;45+KP&F]&>OVJ9 HLSGKZ5K13(&%GQJ'T!W&?]U0F@I%3T**MEUMW? M*D2TF=39JK%*++C LD$9#)#N=HW8Y.-;(2J^F1+H7YNC%#:=G-=L=?^B+OQ M_%ADBICHT)^5WE9JXG9I'NH&/M<<JU_XGSO!%#)K*SE-J!QI0,*XWQ=QWW07 M_P>B^YB)?M-VC9(G@[;BZCK[3^XA3HX-FZ4?@>B_L6P9BH5D[5Y6G()BL& M5X(;$VT&(KQ'&+ ,S;[R"=Q'/$C=Q9P ('6&\5!3K.C/%MNJV.X47HU*7,4# M+,\?\+BY^9>?CTX_4RV] ML=DFGH[%*ZE4P/&5W9&M.ZUJQH8%H;2M#(1\ <[;'#B8N-CQ8GORXF_B[E976>*'X/8^O,00P*>P?%] M)C=E)O9J9[M!Z.05;[&M$$FW>F1?VMZAITXG_0M!2!.C:0)L=B[T]G[N%W3Y M59;Q)L?T)L8&,>&HF@KNDQ+*"(FV4;*X66^V7K>"O#I/C(")JBXS@4/28B*

F5&2FLF(WA!.W%O2B]L86IE,F)01G%)5#5&>$HT-5(U-M4%R-M9FMK6#!F6&8F(WA!.S5*,D@U*T))3&YZ9G%+4C9*5#1B3%5O+U%8R2W5X5C(FM(WA!.TMU>%8R2W5X5C)+=7A6,DMU>%8R2W5X5C)+=DLO=T%Y+W=$,DAN>5HU M>F%A+W16+U%U=E-663-T=6]-57)E33A/>7-4,UIA3C1K-6TF(WA!.UE.8D}'

M,TU.1U1!2F529DU8;GHX;&90+T%*3&%36%5B0G)R5$5Q4G%L,41.8CAF1GE! M1VHO=T)M0FTR=S9Q1U1K9#-$;FAL1FEM:&$F(WA!.R]R5V=A;D1Q;6I8:VQJ M9G=`E5A:E%'
M3SAD=S5U4%5G-T8W;U)&\3D91.%I)<$8Y,59L669C45)M=6-P-%HK6G8O3TQN-M;"]81$QQ6&PF(WA!.T8T.48Q4G%S,6E19C%5<"]Y46]*:% X07%G\-M;4(S1WHU:3@Q951033-L5%54<"MV-F9,63`+W F M(WA!.VQX5T]246%C;W!"5DA8,U4U=`-E5TUX8U,T56]'2C-36$Q'3%E*0D)" M,U)U0TU697-F,"\O=T$U2F5F9DLS<#)M),U-F<"]356]0<3DF(WA!.S1X.61& M2&%/-
"M*+V]C35!!1$U,3F]95#~>(T86E59DXY26529GHT+TQV>F8V8T9T M9FI4=%1E9R]2,2]W05E.0S-H1S%42$HW8UDE*3DI5:S!T-$]&=E;W0V1#0R9&K M9GAF3$UQ6&5F(WA!.V4R=S-A4G!..7DY=#AL+VQF-4@X;7A!841P8V-,>E-J M,S!N-S(U9F%H%8R2W5X5C)+=7A6,DMU>%8R2W5X5GA!26]E M;4MV4%!/2#5"+VQL-6]-7)J4WAP.3@Y4V(S5&E,9'E4,5HF(WA!.VM!351(
M,UI#8WES5W.Y438S-S)Q94 .;FHS,50Q,D0W5V]M851Y-7)K1C (,5=#*U)O M2$AT-FMF<7%X+S)+ 6UW-U-(.%%C95=L4%$F(WA!.W)02CA0+T]2+W=#5T1R M8D11-
3EB,$)$=G!Y3W0R,D5(8$(W471*3$ E=3-';FEP=S549WD96MI2&E1 M-E=(=FYK;CAX9$HX,'A4?3#8F(WA!.W)D85)Q-DM7;C!]55E89VY7;$]25&U!
M2D9&97$O4T)M='DT1$1Z2&5(3&AK16LW,7IY+V]M=F%D2G RD,F(WA!.W4VG6%'4S=K:70V93534FA*.7DU M4DQ766@Q6FI"33E(=B]!3U98-5DO;E U6&$F(WA!.T9.4S@S,C=A5VQ/5VMT
M2$QQ0V-F 45E57=.1B]S1W W2$YB<4TK2V9+3R]F>6-V1FIN2&U8=$=91&M/ M>%8R2W5X5C)+=7A6,DMU>%8F(WA!.S)+=7A6+R]:/"]X,7!'26UG.FEM86=E M/@H@(" @(" @(" @(" @(" @(" \+W)D9CIL.3X*(" @(" @(" @("]R9&8Z M06QT/@H@(" @(" @(" \+WAM<#I4:'5M8FYA.6QS/@H@(" @(" @(" \9&,Z
M9F]R;6%T/FEM86=E+VIP96<\+V1C.F9O"UD969A=6QT(CY.1"!+;F]T(%')'0CPO&UP+F119#IC.6,P,3EA-2TX-F,P+6,V #4M.&8P."TT-S Q,3=A93DX,F(\ M+WAM<$U-.D1O8W5M96YT240^"B
@(" @(" @(#QX,7!-33I);G T86YC94E$ M/GAM<"Y!:60Z4V9F93$*R,#,M.&,X8RUB,S0Y+3DQ-S,M8V0Y9C8W-S D,V4Q M("]X,7!-33I);G-T86YC94E$/@H@(" @(" @(" \>&-UP34TZ3W)I9VEN86Q$
M,V-U,65N=E/G5U.60Z.3@P83!E9C0M965B9BTT8C%A+6(Y8SDM.#$V-F8S M-V(R8S,R/"]X,7!-33I/7!E/2)297-O=7)C92(^"B @ M(" @(" @(" @(#QS=%)E9CIl,G-
T86YC94E$/C5U.60Z8V5A9F$V9&$M 3AF M82TT9C(V+3@V F,M8S$Q C)C-S!E,3@U"]S=%)E9CIl,G T86YC94E$/@H@ M(" @(" @(" @(" \&UP34TZ1&5R.79E9$9R,VT^"B @(" @("
@(#QX,7!-33I(;T M,W)Y/@H@(" @(" @(" \7!E/2)297-O=7)C92(^"B @(" @(" @(" @ M(" @(#QS=$5V=#IA8W1I;VX^&UP+FEI9#IC9F9E,3(P,RTX8SAC+6(S-#M D.M.3$W,RUC9#EF-C'0 0V]P>7)I9VAT("AC*2 Q.3DX
M(§AE=VQE='0M4&%C:V%R9"!#;VUP86YY !D97-C !)S4D=("($E% M0S8Q.38V+3(N,0 $G-21T(@245# C$Y-C8M,BXQ M !8 M65H@ \U$ 0 $6S%A96B 6%E:(M &^B X]0 Y!865H@ 8ID +>%
8VEA96B D M# #X0 +,/9&5S8 6245#(&AT=`Z+R]W=W&#,\$25^!8+UA]6,M9&EEI6;A:!UI66J9: M]5M%6Y5;Y5PU7(9O5\V7%V2]LV %8%=@]F#)A4]AHF'U M8DEBG&+P8T-
CEV/K9$!DE&3I93UEDF7G9CUFDE;H9SUGDV?I;#]HEFCL;4-I MFFGQ:DKHSW-T]KIVQ-,%=LKVT(;6!MN6X2;FMNQ&\>;WAOT7 K<(9PX'$Z M<95Q\')+%V/G::=OAW5G>S>!%X;GC,>2IV
MB7GG>D9ZI7L$>V-[PGPA?(%\X7U!?;%^ 7YB?L) (W^$?^6 1X"H@0J!:X'- M@C""DH+T(@U>#NH0=A("$XX5'A:N&#H9RAM>'.X>?B 2(:8C.B3.)F8G^BF2* MRHLPBY:+_(QCC,J .8V8C?
^.9HI.CS:/GI &D&Z0UI$ .D;B2$9)ZDN.339.V ME"'4BI3TE5>5BXF229D)G\FFB:U9M"FZ^<\)R(G/>= M9)W2GD">K\=GXN?^]!HH-
BA1Z&VHB:BEJ,&HW:CY]16I,>E.*6IIAJFBZ;] MIVZGX*A2J.2I-ZFIJARJCZL"]W6KZ:GK_UP'# [,%GP>/"7\+,PUC#U.11Q,[%2\7(QD;& MP\=!Q[_(/%$XIZ#+HO.E& MZ=#]6^KEZW#K^^R&
[1'MG.XH[K3O0. ,\%CPY?%R\?_RC/.9\Z?T-/3"]5#U MWO9M\OOWBO@9^*CY./G'^E?ZY_MW_ ?\F/TI_;K^2_[<_VW____N Y!9&]B M90!DP_'VP"$ $! 0$! 0$! 0$! 0$! 0$! 0$! 0$! 0$! M 0$!
0$! 0$! $! @(" @(" @(" @,# P,# P,# P,! 0$! 0$! @$! @(" M 0(" P,# P,# P,# P,# P,# P,# P,# P,# P,# P,# P,# P,# P,# P,# P,# P,# P,# P,# ___!$(! (#[0.1$0 *0#$0' O -#H $ @(" P$! M "@L("08' P0%
@$! 0 " @,! 0$ '" 4& P0) @$*$ M!@(!! $# P("!@8%!1$ 0(#! 4&!P@1$A,)%"$5"C$B%B,703)1,R2U&#EA M0B5V-WD74CJ554 %Y1=WE#FP=;E5,WB^*E<57"BFL'ZKGS/#!)O8: M]L\]MVMJMU^-
KK6.5Y>I!+,18Y);5^'0%N=3)#\=B*QD]A(C$717;ZB*XK_* M9(_S"O.??BXTU:RE3TYE=W>-8I3K3A;P;[4HJO-QXX24&JVS>6YTK^'65]" M-,6&=V&7IX-
TI>E4NZB7&,I2E;4XRX8QE5BM^,MQI[YA_DM;HX?[&PB'<0< M V+K;\>G3X$F)M3(<)R(KVDMF6+ZH*S=Q+,JXV855(@NI=. 1JC1D9 M.#*UI9?
B.TGFF9W57^&:ARR_C2G1IQ\^FZ%6DIT*KK,JRJQJ3S/(,TR^5.%;JE1F]I*JX5Z24>>/+"$]$T]^-5Q M:]5.7?G&\K7UW;AE0J/>%!MKBS?RC6V56F5T2-D:V2Y(-+,#2,MUXFPRIE7
MFZDZ[,QR%$90:5J?[?(:,APV1XTED6NLM MI,LK8f[]#<*%8.TTR6JKLD)(RT _M*P!M+MBTUZ<-S[GM.W!T#L@-a M-M-M M-8[[VY2Z;X[UQOY_DJ%7S\=O/+TG9-95&,C5O*V-XUI=N-
11NI*.]TZ,.E5)IN"6TTC]X]E> M[-H*ETVOE_V@Q%Q2VTE03%RA*G96;4=VN[^TE$BN:B+1U-"GD_4Z1 M:\ ,$MK;5#G9Z>?\ !\H>]S[6-S-?6KX)P[<*,.;6U.F/2S\&'330ZIYCJ MU?\ $.H$D_OX*-
C"7U+7&2]8.5C<2]I0)1ITV.(>\ M.?:RW]O.Vl!0A.6L(4K:G%1C"$5&.8KWNKFT]>=:U)TZJXODXOY5@2)^*7Y52L*T@BKH MMI4VN>6F(04_/2>]#M)YDY52,>(_P"3KZU^1RJN@V?
DF4\3<&GJ1+&.MW-7%)P!Z1WN$*\6]9\)QU7UUBO3+E)6YQA6R.;JLSUYF&+9]AI[&1,LLPO M(G*<:N(;J26W*]KVCES]NPC.)41!6RZM)D?T.15K.G0JR%+L;*
M9%KZ^!'>F3!\Z0U$A0HD=M3LB5+E/K;8CQV&D&I:U}*4D9F9$.*O7H6M&=S M"1IAY5>S@V';/ ^-[C+]D&Y"LMK3(Q/-$LC4A]O":N6 MT;3Q)47:5E*0MM7[C89,O%)%+^JOXG?
+E5R'INTVL8SOI+%8\5;0DL'V>=-- M/;R0:Y:AZ/\ 0G\$WFPH:JZR*44\)T\KA+!X,XN\]P>*QWNWI-27J^;43YZ) MI>N+FWR*TG7E ;6-W=6DAR796UM-DV-E82G3ZN29LZ6X])DOK/\ 52U&HQ2Z
M\O:S.;JI?9A5[5(VK)RG4J2XIQ^E6LDKVBEWNK; MP2QV8X8["&^/Z9C^7P R3XW\Q>4O$')BRWC/OC96FK9QI$BP8P!))D7'-MKY2/%VM95B$I4O$LNB$;#9^>"S@RV3-M!)G5*>F'SC3V2:@H^1G-
K1N*>&SGB-MG*/V9K"<'WQDF=ZOS/,.MJ>98UITI?5>Q^*W/TIDICAC^73MS$SJL4YT:.J_ML4K:8\65MK2)0L*V$VTVCH]8W6N[>2G-LJL)*_J:.^9C$=HO\K2OT$(:BZ!V M%?FKZ8N94*F]4JV,Z?
@]B]>*^TJC[S?\LZG7.("GFU)5(_3AZLO%Q?JOT.)+ M0X;^UC@9SRBPF,.(+$;?:I+"79&H!\N>5@FW83B6#D2VF\"R?[?,9 Q7)+I(MFTQ65:A70BDGU+K!&HM#:HTO)O-[2I&V3_I8>O2?9Z\
<5"@I\LNXD/+-091 MFZ2LJT75^@_5G^]]KP[8XKO-AXU(S0 M-M M 4<1SS/,3UGB=UG&<742@QF@B*EV- MC+4?:E/4D,QXI*"4_,23.TUKD606,2GHZ.OEVMO:3WD ML0Z^N@L+DRY6657,M];
MOF+UGZN7W4S.O)M'.EI.UF_AZ3O3F]SKU5BTZDECR+]W!\]];4Y2]L?PX=. ,MLZ+:,^)OXTZ^O;ZG%W==825->TK6A+!.4H/!U)+:6J+GEZL:4885"%"R@ M $8CVU8M%Q_EA]VCJ-
3V<;RPW*9Q'V=$2HDJ^P!"4]C3:NAP7RB;[5,*2[]THT&?5"R M[^+HLC_IUL_$)8XPRS,HK24%\T \ HXRITN/6N[5\5":]',G^6). M5%9R5@-M M M"/W[&>7Q[OYFC-=V9KP#%K
D9G;PGOZ&8Y17O=3K6'&EFF5CN-RFR(C/]DJ M>@W"}3;+#]_/S\1O6!ZOYZ%T[5QR"UJ?[14B]EQ7@_833I:C1DO"=5.2QC"
MG)^LWX//P]K1V54^]&KZ&&J[ZCC9TIKKQ2VJ+^DDFO5N+B+VKV]=!J#:G4JP MGJH%4B]P :\?=%CD.+ENA,N1U^X7F.YYCDG_#=/AXK9XS9P M>A<]?/F.CKT21_Z3/Z=/8__"]SN=?2>K=.-
^!:9C97*\;NC6I/A \)KB_M!;Y>+G^S#UZ%65*6SAMB]AQ@9DPH 'LPYDN MNEQ,"OE28,^#)8F0IL-]V-+ARXS]7XT]+)84AZ/CO(2M"T*)2%$1D9&0)1 MC.+A-)Q:P,>U-/@S]3<76S1V-
&^KA#^1U[&>(+M1CN7YXCE7J;#XJ[V#:[FV-.M[E,.2F^Y&.,>;<7GM;+.9:)J.FS>NZV*UU)$+]#*+=2](:.@4JUO2^!OW[M]!*,6_K4O8:XOE4)[Y&W95K;.LMPA4G\1;KW-F+?
HG[2IL>9+L)C7!\CWU MZ\RG:##,RRF9Q3W1<*BPDX'NV7!B8;.7,@DI.%ANXHJ6,.M&5R74,1D7)8]9 MSGUDAB"L_J=>]3|(-6:=4[BW@K[+HXQGHIN:7;.D_77:^3S(QO6^1)>4ZVR;.
MVJ563M[I^[/V6_JS]E]W-RM$;^T]2M*5H4E;%I)2%L;E)4E1=4]2HNI#2HC MZD9?](KW;&;@=?H M M M :PS86P,3U9AUCF]&,V5.3+6G.PU3+*;Z1K6K]R6X\."1U=F6$Z M0M+++#*"-
,KJTI(NIC"ZAU!E.ELFKY]GE54];GF%U7 MZL9SU.SCS:O-0TI0D_A[;'9%;O,J8;)UI+>]]@O4ALQE+VUZ#=!=.=$]_ #'T M.2ZU;6.,3A$Q/8 !$&YWX MBUA/+W?-
,RX;B9N;.9>]1FH^CNP*NMSU']52E'_2>R522!!=/H1%]!_2M^$_ M4#U-^"1^9-INGD].UQV?_D93L>'%?#X/CCCCMQ/YC/Q;Z>6F/Q*:RRQ1<54 MSJK=X,?_ _&%]CMVX/XC%
<.&N7U<#$D6%*Z 6:WXOW*,.N1G MK79Q'8>23LFRCC7>00+5<+"WERK"Z4(UFDDEYQ *$\$N+Y5.7;*;>_ $G70>8 M5;W(_+K24

<>4RR^]2C=1Q=&KAC* ME/M6[&+V*<,<)+LDHM8O(L\NLBO5R<.=DX_F:]UIT^YM.UDXF\KM\) MUM$8/R(T#ED;*L S>O;=[#4PW>XI?LLL*O,)S*J9?D+HLPQF4\3,R*I2D]>U MUE;L9UEYRC6>Y%F6G.TJY1FM-PNJ3_1E'W9P?O0DMJ?H.332L%EV86N:6D+V-MSES49KTI\8R7!KBO2L5@S\8<[H.M-M-'C==:8;<>><;999:6ZZZZM+;333:36XXXXLR0AM"",S,S(B M(NIC]2,>"WC=M>XCZ<|OR1^ 7#9VZPK7=[)Y:[HK4RHQXAIBUK'M?4=LQU2F M'FFXWOFXQ"2E!M,3S5&SD.^(^@VY$5DSZE*VENCVJM0J-S=Q5AESP?/63\R2 M[84MDGVIS+,+6U29IN;ZWR?+&Z5%_$W2X0:Y4J_K3W?J\S7%(A@&)XOR'/8QS9 M.WQMW9ZN/6HK)+L8]6. >L\+9GUSB397&+RS("G/[R*A#

(S-LW%&?3R%U][^(2OS9AEEM]"C6E^O*"W?H>GT$N=-*>%M=U?I5(+] M52?\XF=*NQ)P :^O;%??QSUC<_[#M85\CB#R H>DAWQ-E_*=9Y%C'/^#XE?V*UJ<=G97]^$O5V8 M2WUK_9627+!7+-BHU$S0 M !67>_'W':?YFZ9U[$)F/*-DYBUNE7M-MOQY5@07J_4MSF=[4L;>:CEM.3C@G[:.M3PO#\:?FSS!529Q%:+)XA:. MGM1[%]ZV#1.3=MY57N&TZA&*ZF=G55K3M38YGVSK]VK;0A:'F&)J/V'$&K>L MFF]\UKE;689FMF%.6%*+^M5P:>'T8*78W$W7)M#9IF6%.[__FM'MQDO7:[MH;&O&6':dm<]P+]1O!WUUTL$]$:IAV>RVX:XMQOC8Z8&7{CNS?0IN363.5\'M.'B5?+:43;D"@B54!U*$FZRXYW.*K-JG7NI=75' !2NXV>.*H4\$4H]9GJM MR:^E-RDN#2V$KY1IS*LEBOA*:=?#:4EMF_3AL\(I+N-F(TPSH_M ?/M:;]H:V=I^:>&<<($3/HB)C:32VF=L:58TNK68R97['RC7,R8P1*/XR MU$2%25D/2/6N>)^]M?\ &/'GO,S%R[(51]S:2)'8:3,V*[D% M/5ZYJ%N]3=5'=H:0VE=]2D+))]7-&0!#M/V6%7/:l6]JK?"/W-+P?*W4?9BI MQQ[%PT7,>HF95\89=3A0AVOUY_.E%>'*_$C?\@.7?*'E5>.9#R-W[M:.1D$XOM9KXD9E)K49)(U*ZR_E609)D=+!RL MHM:%O'##U()2?VI8"W+T)&.HRYT@-M>)E?XE/($-VGM+U_9U;.IH]NM3=P;.3)?4<;%L;%*8D;)Q:(V MHUF3N78)5L6K1%XV6CQR1UIG9*2.O'7G2_Q%C0U7:O^]M*5;#C3D_NY/[$V MXOB_,7")O3O-_*N*F3U7ZE3UZ?VDO67IBL?T7VD)\5,)= B*?F!;2 M31\/.+^G6Y?@E;'Y$V6=.1T&ZER;4ZJUW>U$MM9I_I+B,VFTX+BD*^1NI:47 M^4Q/GX?[*S=07N8-8QHVBAX.K4BUZ<*4O1B1SU(N.3+:>VQVSK.7HA%K\LT5 M\ M>0V.-7_ $9ZM5M[VS\'<8*\)\MNCW"VDZDR\:\"=+!8[M?;>:EN+>_IH^/)PAM2/T4ISM2C^HI)'HO4R^_A^@\$K8X.5OY7^NE&EA\D_D MWI#8M*6_QJHK2)ACA6Y_U;Sy_S2VK%#BQ :N_=9M)6GO5-SIS!$OX M+EAHC(:LR2-HEH?W/.K.L(:4[T)M]YI.TH;4GHXA:B-!DLDC=NG%C_!#7 M.66[6*5U&IA_.PVAEAAAE!-M,LM-DEMIIIM))2E)$22+H7T'G&VY-RD\6RT M222P6X\H_!4%^W38JMJ>SSG=E_P CY;"=3>U<2@2B>7(;DU.N5V\"&#^"I3;[*4BJCX+ M;C)X]_;O*X;CK_$9]=U-Z\^:]$7RKYd:Z1MQA-L:?Q&.2,F]XUO5]3[$U-$D-V5*H]8RJW5N<]CK?\Y4ZB]97D M+)G\3L.Y9]ZS+S7$J:E=AHOD1L;$XE>:U*=BXOF-7B^5:V1&78W&GY)EURA M!$?7R1G#,B(R.Z>==B.(?*B,^GMSYV1.@WMI M5I+#NDE)?.Y?(2<1"YO8 M :F_=IS8_X$?77O':=);(JMHYS6ITII59/>&U3FG\)R6K<0>%Q-@J61? KL .;G?7/Z M*^ILNQW$5:4X^SU.OO[\VO73ZO'[6M=\BO/K;&#*+D6SG7$LK2V] 2W M3I>3XY%A'49=8[U?U.TUI%2MZU3XG-E^XI .2?\ ;?VQ!^L9X;5!FSY+I/_MKVR1/=]=GHUX->NQBERK$.,5N#?M>TVY*W!MB+ M!N,I@V)H3YW-?8\EM6-UAMNFX3"*#[ZA2;46O[27M95\VSY<=]A$EW)=3GO2G'S+O?O)[7C]5;H^C;VR9N0$ M>FS !KPY@>UK@+P89LHG(7D7A5+FM>PIPM48I(^>6"EAQ4>:7<87,M0Y1E*:O:\557N+UI_JK%KQ>"[R*ES#_+TSJY5;8OP M:X\5F%UJE/QH6V>0,E&1Y2]'6:D-S:O5F)V#._8_8,$DEMKG7EZPONZ+BEV_.MNG+3_0*U!M?4UW*I/C2H>K'P=62YI+[.(/LD1_F74>K+&GE.%1C]:IM?H@M MB],I>!%TY2>P'F?S3LW+'DYR-V9M6(J24R/BEG=?9M=UDI+KCR)-+K/&&:37 MU+)?ISIY8M:RZ:4I(U&2$D4V9)I33NG(ZDSC'.]O:5QD6X\I2A)=TEABNQK>GP:31V:2ZJV5U3NZ#PK4 MYJ2\4\?D>Y]J+C3BMR-P#EUOTT[R5UA\^%;BP>HS"LCK?:DRZ.;)0N+D.*6 MKS*4LG>8;DD294SR1^Q,V$ZE)F1$8\]\\RBZR#.[C)KU87-O5<'V22VQDOJS-MBU*0}U)N.?,+>U^A1->;6M=,6R;JH>69OE6%8 M57):<,B1'LNBU['D)*= MN_D7KC$Y4+]O..XYB-1ENR[*;U[3;.]'D&(5+:.B-1*-4E)D1D2C*:.A5A\5K M.5VUZMM9U))_6FXTTO3&?]1.?\TMJ10\L0 !\R[N*[':.WR"WD)B5-%63[BTE](S3&KJR((-F MR%$DC4:68S"E'T^OT'W3ISK5(TJ:QJ2DDEVMO!'S.4812S'2\HI,Y751-H)7ZJI?H7U! M:6\+2UO6I+.HZ5..%X122_(5/5JZA:3VP.NWEFCC3I/)<0A.X\SPZ(LVWFV_&B3!O!IYOL[D+:. M<2LC_<9%2;K+<^2'U-NX+=2IT8?\.90F_DFZ,N,Y5)?MRC^8W MXB+3;P C]_DZY0N@)06*I*Y*$YOL'16+N)8;86TZB)M?&.6J;G<9P7XB,LS>:E=+K37\28OHW/SC.)C7V>F[F4N. MLPT*>LYJ&7/B19"T&D:[J/5>1:4M/B\ZKQIX!L%MJ5&N$(+:.^OO9%8KFDC* M97D^8YQ6\FPIN6&^6Z,?M2W+PWO@F3TO6M^,OQ-XD%1,+Y2'3U!;$Z>>3H3BUI38Y&EZ.YVMOL5D&0V2Q5S6/6;/L^YK+) M.:PRM[,8O[^.:^M47L) 1IX/>G,29+F1Z%R[+L*] A++>Q$;[FM^4IP+XZ+N,3X\PLCY@['@>>,B3A+R M!(;-1%,:41$W?\ AXUG.\K/]N^_J;'-/DPU^1OPWN?_'&?LN[^1%7XY+'W9BLD-M?4_AH(^A3UIWI-HW3_+5^'^+O5^\N.)X/ZM/!4UMW/E41+2F3)B9!#B M_.N_?:R%$:24:.T=>=+).AJVUCOPHU\%XNE-_/3:?]FB5NG6;MJIDM9[L:E/ M^?%?)+[3)OHK62H 59/Y(>V/[I^W:DE'CR7)51JVNU=]>G4M77Q?OO7 M&-VF1QD(Z=&FX^<9!:I(N]NIIW_0U=J;N1'[#X'0 FVL*E=U*K_2J24?V(Q(M!UOS34((+T13?[39HK$G&I@ $]+\.K4;JW37-'2 M\=Q2TFU./EMFN4\DC-22,R(C+NJ[^(M. YJQR[*T_Z.C4JM?WDE"A-W4L/22YTUMN6UNKM^]4C!?HIR?\ +1,X%=B3 M@ @E?F,;@3,S_(3Z"B3%)7CN'[6W!D$ C+M?3F5UC%XA,<+OQ^Z M*>"7B$?M(NCR_]?Z)L[^'S+^6US+.9+VZE*E% 84IS7IYX?(1-U+N<:UK9I^ MS&XO() MK'W81G-^.$E#Y<3?>G=OYN=SKO=2H2?IDXO7S.19!BGY-H &!OM&V>C M3?KDV0.#*8J!-I^.6XJ^BF(6^VIC*LIPNVQ+$5ITG)?5C.2GO^K%FI(S^O\.DEU6QP.H3P\7%I?.T4\ MX] RM@ !;J>F/!?[=^JQ@=>0+>P_<.:>"9UV=O9U_NA$=V7Y>GRI? M7S_RWOZ]Y=W=U[&^OC10?}=?%ZXS2KV7DX?ZM^7V+Z'_2]Y8W%3+R=/VD.V MA&7Z_K?G-FPTPSH_17?RZ,K*H]X*3I+94M/V@U1N>QE* M;>):4LR2LUP2+J2NYM3A=A $IPZ!T/,U?<5WNIY?/Y95:*7S">UNBQ0Y+,:*=TZ$W'KG W?I_7\G4*I_UM&9=L?)5I=8:D/U6(M477&;YE0RNT6-S<5H4X^.YM)8ON6.+?!)LZ]WE&G'P@DBVVMX8M\6RLMW/R+AV(ZK-M'>.N ')L,PK,=CY50X+K[%,CSG-LILF*?&<0Q"DLLCR;(;.49IC5M M+14\.99VSH3NKNI"E;06,IS:C&*7%R>"2[VSDI4 MJM>HJ-&,IU9!)>M3HB2VLF5>LG\4_(LG1CNX/9=2\2HGOBVM?O?P&\2C+ M*:,FGF8NV=A5#KC&+,2D)4E^JQ)YZG+]>ZS@R4..)KQK/KE1MS.7Z.BJE7: MGPFV:> MTQJ:C[KZAU3I'7>(ZMUSC+!L4F\X52PJ*EA]_0Y$I4:X7V<6M1J.MV89C?YK=SOLRK5*]Y ^M.:U[WQ.SATCG ,=.27+GC/P_P *7L'DSNO M=.8OVO?"RZY.9M[YYA!N.PL4Q:"B;E686:&TFKXE5"F2321F3?0C&7R?(,Y MU!<-"9-;5;BOQY%LCWRD\(P?2)=YTK[,;'+,7G7U6%*9WV

[;%+1OR);]T]30TRI1=3(8C\SCDV1W>;2P_V>WJ5%WN,6XKTRP2 M[V=W+;1WV84;.?O;L8^AM)OT+%ESM @PJN##K*Z*Q!KZZ)'@P(45M+,;'"B,
MHCO8L=E!$AIB.PVE"$D1$E)$1#SME*4Y.=;+0QK+!);70R4MR M)F&80G>TC(U$@RZE^],9H3*OXUK#+\N;OIRN8RDNV%/[R;],(-&&U#>? 9)<.MW2>$E2;7VI>K'YVBH!%_RMP !;@?
CDZ27I7U)<;USH3D&^V](SW= MMXVM!\)Z,XS"TCX?-1T2E2VYNMZ2D=(U=3_=]#[>@!!U>S)9EKV\Y7C2MU"C M'1""YUZ*CF3_**M?A=.T,5A.IS3?Z4GA^RHF\H1F;6 !"D_,2WO\7" M.&W&.#*
[_ON59<20"8)/=/C_,3](>OL"E+CDL)\W^9Y(A*U)+L\"B29]RN MEC_P>97S7.8YU)>S3IT(OJ3=2;1']3^4BJ[5=X4K:P7$4&4JC]"Y8_RI&%9 6<(_MF +DOU^Z3_X<>#W$W1[L?XMEKC0&K]#
(/VNWL[LO+$ZR;FDCL[&S M1\S+)F[\R_C&I;_#-/&%;[J2C)CF:A\D4D68R>U^"R_M]WM/>A1@GXX+F^2$R_&OF2 "+9^6KMW^%>NC7FKXHESY62PMT_6]UX_)%2D_GY2N(%OB$P
+;CT@_\IO@K_Y' MU?\ OJ[%#.I7_/>9_P#F7^1%BM*_\O6G]TORLVI#1S8 M -,GO_WI8:.]5G)5..KF+S?==?C?'+":VN0^_M[87EAN;((6+Y13P68I+ER)DC6J[U;332%K>6V3?
0B4:BD3I5ED,SUQ9^=A_M:,5O-0=%48N46\=F'F]>;QK"[E:.?K'FU4]<4M[KTW_C* M6.1.XQR7]D^.RZ?'D?!OL XGR"(ES>K]D2H-OOEYDT2*6F0@DK38N7S92U
M)*S=CMMOUT]6>H76>%%3R;1TU*KMC,ZWJ/!JAVO^U>Q>XFVIQTW3.A93Y;I/M(X0WQH\7WU.O?4WOWL-L7.=I*2FQJG]\>QRHK*\@HZ^)4TE'20(E53T]57L(
MBP*RKK(+3$*OKX49I+.;++2$-MMD)*2(B(A66I4]5]DJU:4IU9-MR;,,:YMMO M:VWO.)7C",(J$$E!++!),$EV)'TQ\'T_<'V3LW7>G.'R+9>V.XQ7-M6^O<2@G99-
FF.7M=G~JY;6T$I;D/LV= ME=%AM2%)HJM29=3<\\SI$HO)2*=%)MQW3F!W4=:.2,ME)BQMY0%^@T=<@_P I;UrG>5/KM<76VN2M[%4]
M';3JO7TFAQ?YS1J2I$O*=]2\"\E?WI,OE5L2s;7|%-DX@^X29E/1'6N883O(MT+.D_P"MJ*4L.Z-)3V]TG'OP-5O-?9#;8QH.I7G]2."^6?+\]3-'?(#\O_DS-ME'S:_C3Q?U']*
[Y([%_M'(U#D5\R/G7.S;%#3S6UQW,>U).KM]TQPG.A+@2&M3U^(2[2(M M/[5E->E+<29I6I1&9"2.KZ,:'RC!VN74)U%[U5.L\>W[US2?@EW&KW>]M07N
M*]W511?"&$%^PECZ<35_>7MWDUM/O\DN;7(+7(+3V*N3I+M#Y-A*C8TZU9>_7QK/'MY9XP3'>$!&GVNKM07V*G<2A M3?"GZB^6/K/TR9J.NKNYR.UGWN0VIG?7EK)IO:WZ3Y@-M^SY
L*OQ$..W\(X@\@>2=G #QIVMNYR[MIUI;4_"$(-?:)EZ<67E9;6OI+UJU7E7V8+_K2DO02X! I(H 5MWY7-MO(#^Y_L?
H=-5\WRT&O26'8S/@DYY$1LZV0N3LV^EET/M;IG]>B;A=\"\J^^T?/,9K[R\N9R3[84_NXKT3C4?I(1ZA7GGYVK5/U:%**_2E MZS^9Q^0C#*';30P
VN>C_GZODG[3N'>#O1OD4>+;1A;ER@W&"D0D4> MD(^1ENV=AEYGA)WB<<=)S(;YR.RR:X4AQTS=6C[A9N=IJ^O;T?HOE]E1RVPH M9=;[+>A1A3C]F$5%?,BL-S7G=7-2ZJ_TE2 *7.(8?
*4AC5D_!2A!/Q-ZZ6?O&>_$->K0I2EZ.M9>HOFE)^@LJ!3DG.JG/R$[I%OGVT^<4$]4X MU6X_F$+O.R0E2=EE>.&A*4DV:AI/N42EJO+TGRO^%Z#L8R6%6O&5>7?YLG*# M_P!7R?
Y;"ONLKOX45PT84VJ;-0Z4OVN8TL"1C5P +B?UCXZ6*>N\@ M10G"572(7#CO6JRAJ>4^IFYFZ>P^?=]SJGGR-3EO*249(4;:>[M1T022+SZU_MI6_5^:5<<4\QN,'W*K-
1^9+\Y97(H>7DEG##[JV18^/(L?G,XQK)E0 M X5L79&O]0X3D M>R=IYIC&O, Q&M>M\GS+.,JOQ['**M8(O)*LK:S?C0XR#49)02E=SCBDH21]
M41'V.2SN\PN86=C3G6N]CPC""XE&%&*Q6'"OEI=)4>_5O.I>=LUH7HE0M>3'_@7,Z5:7% MS<3I G;6ME.>7)FV E8S77YDZ=.D.*<=>=6IQQ:C4HS.S.6%ITZ=&G&E2BHT MHI)))))+/V3+_X3_P
^=B[3\K'\;Z]^CJ=O+0D4>+;1A:

[N(V]U&G0C!_6=2CYD=/DPE.4W&,&VIM2311IZBX;F M$ZK^]P<4R292^*0_]WBT5I(]_!#4ZB6]!p9BKB>**MA9.*[^B#0HE=.ABQ\K-MFWC/RI5{*IV.2QV[MF,.TK\]55QYU&3CVX/ XV.8XP#]M.:/N-LLMK>>_M>6AIII!"G''7'%$AMMMM!&I:UI.B(B(S.S!M)8O.+BZ]3C]ES?(O1'!>@LUE5I\#EM"S2M4Z,8OQ26/RO%F4@PAWP.M *YW\BSW/9;R@VQFO!_CUE3 MM1QI-NB=81UI^3K#";R.\>N@H 4.RL8B]\UK+T2\5/6S6U>=2XL3?'*.3'DL]YYC2 M1FFL3??CFQ(]\XH ^[8QL#KDLN+;,86 MS<-VSDL,*D*]<:.I6$R,[+<@>;09LUM7%F3Y! 1IE9_09/*747<7M2-.BN,GC[DM[?1nX,>NGY"^T27652]=ZG>.QI:C7\E+L:?D3L];C"G0<M[41W>BDV)TET(4WB\U/55626_P'"I-]/A4][&^QOIJ.W=4:(RSGJ).6 #)(<M[K)I8_HPVI=SEC]E$/2<^]-RUG<7=2=2L^,FV_GW+L2V(ZI'>,N M =U\>>16Y^*>W.1'WI MH#/KO6^SL*F'!KKJ'KF*;F)M?,:>B2V%&AUM1&, M;FV49=GMA4RS-.4:UE46#B_F:> ^,D]IDFFGM3.U97MUE]S&[LYN%>#V:?.FM MS3XI[&677!U]YFEO9CB\#6V=?8=0F>9:,KN\M>:XT].7]UOTIED.9UIG:TWI',\^QPG:6 :I'OG&G) MP7C*?*EWLW7IOIIZRU -DNEL.:_ F=O1GW4YU8]K)X,<(T^:,3[DR'B9F9F9F9 MF9F9F9]3,S^IF9G]3,S'CLVV\7O/Z'DDE@MQLBX4O\ 9)U/OM06 M;[,%]39/R9\ 7;KBB0U8U38B?E.XX2C+Y4 NJ6D_UHY)63CQ3IO:)T?ZRENBO7II24HU*:?B5_"[DW4?*]^K-$ M6U*UZA4(N;C3C&$,P2VNG57]Q5Q_55W@Y/[NLW%PG2WX9%K+4.SXK%AEFOM; M[#@V+42QBSLBQ3&,MBSV5PS:@3F)-EL&9З2]^0:674J41LN=$GVJ^OI'99I M<1HPKY=#C+8TUL>QGCK>9?Y5Q4M*.,8.O]8GKCSLN[*>"/$:QD&IM1V#/"O5E7,J2MRR\IPTTNYJ,8@6JXS,.ZNC1O&V2NU7;W)29.\:ZTU?:. T&.7Z7Y)5KY)KTX M&)]9#DE.^DM+9OMN]"RI8F*>87C[>GS-DN_=.%>(5CCBD+2]A^P.S8*IEUJ M.Y%.6TUAVQZ.+VI0X:E:J;4RZX1+<0M1$8SMOU6Z@6WL9E4DOKTZ,^_WZ;.5GANY!QQ/ID^ M._L_]P<G6@XRE1A44^62PDE*=6HEBL5BDI+'8T\&?MCH/([&ZA=)UZLH23 M2G*+CBMS:C"..#VX-X=J9{N$1&Z@-M 8N\X=CY'ISA7R_V[A\ER%ENJ^+N_P#8^+3&G#9=B9'@^]UHRx>DD MMO$E9M,.6=6THE$1]IEUZ&,W[]SHXAJ/+]ON%C,UIVA3DNV,ZL8R^9LZ&,UY-MVV5W-S2V5*=O4DO&,&\U\Z*9A2E+4I.U^6M:C4M:C.2E*4?52E*/[;E*, ^IF?.MZCT0W,$5E/X!^ 2A_4?\ C,!]fY@QG> _,!O)^/W&65\6XHL55 M'35.HW+6+ZN1G:.MLH[ZM>858)22ONUE'.:.CFE4"(ME]N>U"FO>L,6Z?\K MT_R7>*L>*]QC%X)16')VVFY=Q<375/6> M0Y':FPE/@DMT8KA&*4 M4MB2)CL[*UR^WC:V<(TZ$=R7Y?Q:?%O%OBSN88X[0 !P?9& MS==Z=PG(.D[7SC%=<8!BL%RRK/LUO:[&\NUCZZ,*8V1?M?-K97(G:5185N P'B!F4SM<:[=.IR^3M)M!Y%/][?WF8UG<7<3$T2+>[N2W)=R21T,.H=.M_M Y#B6795@.3X_FV#9+?8;F6*6\[" P-?5W[>?0Y'CM[5R&Y=;<4=U5O MQ;&JM*^4TEQE]AQ#K:TDI*B,AQ7%O0N]$[:ZA&I;U(N,HR2E&47L:DGBFFMZ M>PY*=2I1]*K2DXU8O%./!IK>\\W KJ2_9:3'KL+VM8.N-H:0@FZ]?-28Y1)*F8;]4.I'2*OD MGF9YIF,JN3K&52EM,Z2X^]!,^:,.E,>EM:T[_)]NR.OH.=4TA7:]\][G'#WG]__M .!?:M?5V.>LOV:6%H[X8TCAMR/H6E]6'T];'*=2 MY7C%.UU=<,3 _%[:W81T(S4?=T22E=$GM:AJ4ZVL)A#;)9C;R!$:L0/YDS#.MZ@G&&+17DL:OAJB]+@TOG93WCT"*V@ `:\FE.'[=+Y&[.O3FB]>Y/M M#9N9SDU^,X?B=*7=VMO3Y)+;_M-"7%08EM,P+ "'U"_C<,AX@GC6_>93&+,XY+1TP[G',(-@KC3NE;(DH?CNPX M<]E#&QU^K'#,_NDQGI,.D$2H$93S#-BNJ&O^L.8,@Y\]T\YVN3/%2GNJUEWM M?T<'!%/FDO:>#<%,FF]$6V6\MYF?+6OMZCOA!_SI+M>Q<%BE{E*B$3?@ M #Q/OL16'14IYJ-&C-./R)#[B&6&&&4&XZ\\ZX.6VFFFTFI2E&1 M)(NI_0?J3DU&*Q;#:2Q>XC,>R;\FSB;Q+ ^_ZSXM-U7+,;?$+S0'K&AME-;$PB MS3YFEG?Y_7*<=SR= =\.U5 ^.^6*\?>RL0GT&@IFT=T8S[/N2]SOFL.K>W"M2 ^_FQJP2L) ,2J8-.&H23-%SS7679=C0L+F[7%/[N+[Y+VO".SAS)D#[FM[%N M7_L$S0\PY.[?O.OA0ISLW%M=UJCO[5> "]Z7F&\\0P&M6W20)34)XXZ[%Y$FW-MEM$7RI;ZNJCL_IS2.G]*6WP^2V\:R*V0CX16ST[6^+9A$-E.4 M 'E88?E/LQHS+LB3(=;8COV&UO/OOO+)MIEEILE..NNN*)*4I(S4 M9]"^H_&U%.4G@D?]3;P6\V^<5/1|/\ EN=;8XAQLR+6&$V*FS+8O(!.]/XT MW%>22V+&+4Y'&_N!D56^E75$BGI+%I1?7KT&@9YU0T5D.,\ A7N5^[H?>RQ M[&XOXRONG.+.DR_26?2%CO5E3W]G]+QP>$626.*?X@VH<=^V7 _#+Y M)Y5LJR;^ .)EZZT75L8%B#?BH1Y8Q?C*HC>.QV:TJYG7E4E]&EN5>`\6U MX*+_J^X_QO_59LC1MMJ+"`A/2V2%4.L8=N3#/Y=?;]>9D.&;&EQG4L/L_E_5[7%GF<C,.%3E'BDHQM7(^R4<&GOO6*>P7.BM/U[1VU*BJ4\/5G%RGO[MC5<;SBX1[TI?_M_""RWCUOG''ZN]I'W9V*Y/'8=_BVRL(?ER6"/L,L%=S4^BNFHZNY'<M",X27R26$HXQ:9"F:Y5=Y M/>2L[N.$UN?"4>$HOL?S/8]9B", ^8T)0^]I(MM3HQ+BE[#,EL\DU@7TFCVLN3-F],mIUZ@WRO0<=-W ZLI-CE.$-_O)1'O M24NQIVV2;E(EQ5D]_KUU'Z/4[S, ITE',+W;*I;K1][<7*EN49IL/9GCC'EL MLG)FE];RM:^7+!YDY4.T:KVN/=/BX]DM\>.*V]>K37-1D5159!C]K6WM#>UL& MYI+NFG1;.HN*BSBM3:VUJK*$Z_"L*VPA/H>8?96MIUI:5H4:3(Q5RI3]4:D]M56+C5BVFFFFFG@TT]]:>O|[4R7(RC.*G!IP:Q36U-/2-@F(R+B>A*C(F.M[O.YC:W(]J.A=RV:6CA.L ^O1.DR+I]>OG_^+34*OM6V&G*4L:=A:.I/NJW. MDVGWJG2IR7=/Q/6'\ ^D7EF@.UCO7CA6S7.(T8 \: G!I23('6KUHM=M-8X[M, 4(Z]n<.:JT>S /*>]Z\N;/[/-Q_P!NVRG+%)-UVL\OI1#CCM@DNUN)A O<)2HS MF /+(MK9#BRU\%%/IY.DY>\']'6Z5UY/3_5];&X6$+*XFVW/A&VJ-^\MU&,? MK+"E[2AS>9'XNOPSOLOB>K/3^W2LVW4S*TIQ25/C*HQ6']-[.BC%>]VZZ]5-MU'#HM<-/H)TU_$N-IXI;WD%>4YFY >2Y$HX*SE/=Z%O*BQ37*:TW6&N!G%NG0B MUYE3O^K#'?-[%M2Y1>]\[DFG[_/;.EVL>6A% ^M4?LQ_SR[(K;VX+:67__*X_M5MQ;]9>L3PS1N-JN, ^R"'%3L[>&61H,K9.Q9S7B=6O+L&&4(Q_#XDMON@44'-MLA12(G'/D2U/RWJ;.OUOG>L[WXC,Y\MK!ORZ,<53IKN7O3:]L:VOG@NR*W+!+O\:+>Q\:9L U3^Q7W'\M+?6S2R8.VX3FNZ%?\ ,QSCYKA^#>;*L2>01P9N2`(16:]OZ2J1*3.N78O MR&D.'"9F.;]&XI1Z>ZCCU44K"EY>7)X2KU.8UIJ/&U?1@G@\.9O3Q-?SK M4N5Y'"'YGS76&RG:.)^/"*8Y88$ROS]DGO9YK^QEZYPVZR/^OO'2:XMJ-H# M5]K.C5%O \IN:JVAF'B@7^'SY9DEOR.R4Q:0C64/.5D=WN6]UFC^F.F)(*.O3 MA\3FZ_?U$L4 [.&V_=ZQG@VG.HJW.]69IG3=*4O*LG^{@C^V\O3A'BHHT MLB1C5P VB\2_3](=*:%:BVU M#QGS.]P*X4TXQM7:K;>]]=*KSZ3TN:RYS(ZV?E]8A2B2;[*);.]W4B028OMT MG/NHFC].\U/.+VG*ZC^ZI?>U,>Q]&*@_MN/B9_+M,9WFF$K:A)47[_4CAV1 MRPQ7V4R3IQ._$"P>G779!S7Y,VN926^QR7K3CQ5GC6/D^V2%>*5M#.:Z9?W5 M:^LS2MN/CM-()^}9"5* 9"'>]?[FHG2TW91[QX5*[Y]>BG\]*?C4FNXWO+N MF]*.$\TKN3^C36" 7DL6O^.7WDF?BMZS>.["I$5_C=QDUG@61Q&E.IV!*]WL MQV@XEQLFY*%,.S;3D6]-1MK.+VM5HO\M=I\E/ 5P48;.UQO[S>LOR+!*.KVV "G":]['#FE^M+&7HQP.ZAK!E@ UO>SW MUH;4]GG']=[#9:6)8SO'G)E]IG<%?61IN2:RS)V*3/E2EPV'K?#<@)IIB[!# M?9:GL-MK0MF7'B28^X;*UEF6B\V686?KVL(U]3;4:D,?FG':X3P;B\5@XN4 M7A, ^*USZR=M7]6K\:^6V,OSQ?O+CW-)]TY@\0-Z\&_\Y?QVY^XHYC&=8L MXB5#EQU.RL:S3%9K\]BSO"+EQB.B)Q'(40W#CR"0VZT\T[&DML2X\B.U>'3M^H,LU-E=/-\][<]K/8UNE"2PYH37NSCCM6Y[]2,BTW7 _#++,O*;N5E>1Y:L M?DDN$HOBG_G3P:.,81FCH.!(3]_OKW%ZXK2]T MUMU.0;FXDON2)V./NLP),ZUO1W M('[5<%LC52X\(U$G)+8U)):E6SU5DD ME:W.-7+& _9IZ&/&&/#BXJGO6#QOLE-!\@=.\H=58INW06PL2V;K'(^)U%E& M/2^%L]:T(5)K+6OE-1K7'\@K'9_^:*.6SV(T^^^1M/LMN)-]4\5'7 KQR2^]0:F MM*=&]IO"49?E36*E%[U*+<9+:.FT3?9WEK?V\JSFJE"2V-?D?%_<4\&N*.XO MCSL@ !^5*2A*EK4E"$)-2UI,DI2E) M=5*4H^A)2DBZF9_H(QM16+V)'[&,I248IN3>"2WMD0_D7L?^[F)MG[#0^2YL["FJRV?[Q4QK7,[MK MU*C].UM{3I8;422 'Z0M,2T.-K4VXVI*VW$*."T+09*0M"TF2D[2HNI&7U M(Q)1E*,E*+:DGBFMZ9\RC&<7";3@U@T]],>]<4R1#P!YH(W+2Q=2{)LDEM7M':_L]M,=(E[!HX%&J0:C;0A635$5*2E(-2G);*3DEW&F1V>B7X?^>M$=9V4 M=)EJK_BNVI_=U)/;=THK?N2\GV*#G6+E4BO-6+53E\a?Q8?AOETYS*>)0[&4 M6]"7E;[ZE!;+"M-^SABW\.5ECY4L%&E.]@\$Z7-LX%G"DX M.![&A_*ZRZLQWU-1**8M'SL]Y*:FQNH:.M-WM=5*KJ?:\SDNH:)MPW6VJ_%G4JZFA*36G]KKVI5.O0NWG6UNZL?9I6=63|M&X07SR1HW4*I&&0FI(>;/.W.Q6.\@N3-MS>2Z7XD..O(.CB)9.IV;O>&D_*VG#(\^.ZO&,"ED2?)D$EA1S&5=M:VIW*EQ MH:ZA]6K'3'/E.2\ESGVZ3WTZ#^OA[4U_5I[']:7LO>M.Z.N.VY:R_P*:EEV]M<)5/L)D?K;K%?2^D]3|=M9XIIS1 ^ XYK/66$[5*0=$]9AF56=-:]G&4Y%Q M\R2W**245@DE23D:31.VMO94(VUK"..A!8)++_ TM(6]K>U[3M$=([M =+[]Y%:.XM:TN!P\A=GXGL;6^/I25AD^6V!1&'93[+_.55$!E$BYR$<_MGFV91[ZOCRITI1=K32U?09'%LHS/.IR.7Y30]5[R>Z.5CLXMO=&*XRDU%<6C-M]WE[.9?0=S>U(TZ$=[.^9<6^Q+\%O@B"Y[_RG-L;=_D.G_7I7W.D.*6Y,MAKZ1W'L#IU)E0 4ULEKR^:.M4N_MQMYE=5(0:!9O1?1"PL.3, M-6.-S>;&J$?(G6=M.V+TB?8V$R0XMIQUYYO.CBU&I1F9J1+*E2H4HT:$8PHP248O44EN22V)+@D1S.S;4(QS6.NTWIN+>=7E&C4P]C'FJ/PIPYJC?7RX=YE,OR7.%A0G4C M]+ #"/ID\(_/B2?>(WX@V%UR+/VG MFE=$QV@M6");3B(FAWL:N.EHD](NBH5S_K]4.^:CIJSE4EPJUWRQQ[52@W*2 MX[:D'VHWS+NF]66$\UK]*^A3VO\ 7DL$_".EWDH3B-Z=O73PH^U6>EN->%2< M\]>UUC:^RHY[.VR M:[5]&I'W9>AXQ.1@-0:?M,_M/*J^K=1QY)X.8OL:?.%1Z5M*LWE5Q5WAPNWA MF7'SD'ALO# B89+)+K2C7]L.CI)*W:?L^88?<>)IC(<1R%AHW81Y:T M?D:X2B^*?!_GQ1CL.N=(_F'K1]?)CUA[5+.=MA^JQ'.Z@XRJ^5.2K(&$LRKKVITMZ.XE"9# R M'Y8.VFZRT/DVM;'X?.(\E[!/R]4N>F^SZT&_.@W@^.^C+'2SN1Z@OLAN/-MG MS4)/UZ.|F.'7;79);N*.V.XCJ?7L?XS>R33T?:F@.I_[6K&XD78^JLA7&A;&U M=?R&N\ZO)]=MYU,BME*)1P:6(['ML$}433OF:299I?]O1^*P;,G;)LJL<[MOB+.7K+VH/VH/L.[.QK8_'%+/<.L9 M< #%KFCM'^T?&W9>211!Q[]TIU8?CB MD*)+Y666G]F;DQ349)^1509#\TNO7Z13^A_H<6=:=4_\(]-LSS*G+EO:M'X>-MCAO\]RO\ =J4>^G%RJ?H<=Q.?X;M#_P#X@=97'FU-M]A^>2_%EQGD&2FW674$9?X?Z?H.W87]YE=[2S'+]LZ-]0]+G3B\8R3 M6YHZ&:97EV=Y;7R?.Z..XRNZI2I5:51*4*E.=:1DGO33.)/'#+EA3\F_#[M+-R'6[Z02&8S6A:Z.MS4* HQ\K6%&9K]+]ODZVDU"]D\6E_L4PMWT^Z.=M6+/J9D/+[-IY8_0(62 M*^3DD:.K*GB7$IM"25)F0JR6^RPIPU$PB0\39)\SG=9GV\5"CY6.77*OB%*A M'FX\K51M+L3.3?;@L=R(HZEU0)\I2O?EX5'APQ]58_)^?M@(LD18.'T*FMIM;ZUK**BK+.'ZN[PAU/3U,.38VMM:V.1'UE97PVWI<^CPNR;LM(6XZ MXLDI(U9*..*.;;P22VMMO8DEM;>X^HQE.2A!-S;P26UMO3!83E M+&E]#]ERYAG<4ZF^-)[4NQU.U_4W+WL7C%32F&&(K#,6*RU&C1FFV(\=AM#+ M###*":,:99.;)+,333.22E*2(DD70OH*YMN34?@ M "M[2/R0N,/")>2:CX[IH^47)FLG-873!>%Q&P,T[5'_)+M,FLE]-+]#1O*D(=8>C39M8\DNLPZ)ZJYU[500O\VYK+)I8_K[VHOL.#]E.;[MS6C&.:(S_%M895S6UEA<7RV8)^!%_6DM[7T8[=Z,BROSYA47/'9:NMT^3VUKI8=VRJ4WC=&XY]MP?!*V6;'EIL#PN":5#B]X=*UYCSLE(FK:2[*=?N>[G3M9[.3;2;7L_@O\!2 MU'.:?;HO79&.Y?E2'%0SQC@ [1 MU%\[*<>_\QAZ^T=]W/]N9O-[%1\6UUB=YE]T3"WVHYS9$*CA3785:RZ\GRRGB M:CLD?]2C!>&,FL7V);7P1V+:UN;RIJ-I3 MG4]OA%-OYN'?N))?#W\47G#NC[3DG*#,<'XG87*^/)?Q]ZM7<++1SX\A*4 MXOBMJOA5'\N(XI)G-R$IT\NCT S)2"4W4'73367GN:W6$[^4++>EV>W/Y$^5>F6*XHE,\0_P_=;UB<3RK;F;IU MSDCL&$VPMS->2$B!L"$F8E"5/N5FMFZZKU=#8*67DC*?])D^,1)+Y:U$:U0A MG_5S6F>\U:.Q\:/W+?&F\.^IBZCV:\)]+.^CP_RW1>0Y=A)TO/K+W]OK?)'M!0\:C;[3>+75U?40(=54P(=765T9F'7UU=%8A0(...A+4>++#AQD-1XT9AM))-M0A"4I2DBK(DAYSJ2\N.8Q2C%)17!'N#Y[T-M U8>U2U4:/]HNCW,+S1N)AFZ,.R6.S26I8=.6T8#4&G[3/[3RJQJW4<>2>&V+[*VQ?%>E:2K-Y5<5=X<+MX9EO\Y:IX,+ MPS8F&2R2ZTHUR:3(Z22MW[/E&'W'B.8R'$F+XPFO=G'6M'Y&N$HOBG MP?Y\48[#+G2 #(3B_RGWOPVW%C.]^.NP+?7FQ< M7=-+4^O6E^KO*E];.K'&,LHY).5>3XM;I.2F3!EMN.K-*$DEUMMO&)SO(\K MU#E\\KS>E&M.3X/?%\)1EOC)<)+,PW-H[MAF%WEES&[LIN%;/R-<4UN:?%A M!96>H+WFZ'|F.-UNNLI^T:.Y2M4I.Y,GU'.LB32;.!*MB^2SS#2[E/=*1>U#C+ M2Y4JE>4NXID$X2_F1&2L7]M3QO>R%9+V7P4UMZD]F'+)\BG#3>]I3/8*C4PI9DEMACLEAQE!\5QY:HRWEG&G&5W67UYXTZ*28X MQ55X.!*D7LX^C?X M"NWRW.>HUW#*=Q.A:R?]73Y:URUQ<9S=O%/8N;E):6 MMFFH4S/1D .R-2[5S#2V>T.O.'L%0:NCD=QM+.2H-K7/=$6%+:OR, MBE5EE'ZH<2?[DGVN(-+B8+3LNDM5YQHK/]'461U.2^H2W/V.D'LG3]+WH36O MK>MDHM246M-U_H33W4G2EUI#4)b5[4IR];+W;&2E"4MHN59H3>.\|<4^PL0>)"),2B7U(ZZARPQG((;9V-)8$DDF:F%+);+O:E.B M.MMU)$2^A>]^(@=A62;IW-'3?EUI>_9)+'"<<6Z=12IMMOQ?T/Y 4B7[?_$'||BI^6/'1"S%C"+P .U-)Z1VQR-VAB&F-(8M)D&R-FYW-LT^.XGC<.4N=-D.GU>E275&W#[]>LCD]1.GRW&(4"(VX_(=;9;6 MM/1S+,K#)[*IF.9584;*E'&4I//+N7%M[HQ6+D\$DV\#L6MK<7MQ&UM8.=>; MP27^6Q+BWL2VO861OIF!\FHO7A446\=XM4>W^95C6LOJOULGX/HSYD4RFX_MJR.*9)4W).U]3$()GT)DO-I\.%N&PN3\RGW43JG?ZMJ2RS+..WT\G[.Z=.![M)5<.T>...V:+?)R>'+-VF=(6V315W=X5,S:W^J?6^.=.M Q6Y>;8E" MV]R|<2M'1G,@TWG.I[Y9?DM"5:ML(YGNA!/WIR>R.? M%XO=%.X(Q^99I8Y3.WNYOZBA3X+C)HD5O,:5(OM._(WY-V)&WMH4KS9O5M;)S"I>)NFI+*.:S>Q^:F<3$-#ZV)DNS;)"-MBMAHCI#DNF7#.,UY;W.E@TVONJ\W_=P>]KA.>W8G&.&0YG^M;[-N:VL\:%@] MF"2KS7UI+A/LHDQI[/03*]PV-E%?-CK)4>75TDN"X9EU?21)1 M'FH>J6C=.|U.M=*XO(_N[?"K+'L2O.'7XG/#7415>2\L]@9GHRR]A+$B1B=:J.J74$>42E/*8=O(4:4E"C=@DESQ(@K4/7,4680DO+*DF!)=/ZK6HS,O#>8Y1F6M.W#N\TKU:BY2O5).3P[%BW@NQ+!:+@C>;6TM:*EY.I3A2I=D4DOFWOO>TI:'0 M.P.'JP|J_JHT?[1=`N87FC<3#.T89$L9FDMVPZY$.MF[PD|HO)ORDNVVS9D9#K$(9#+...L4X7Z)D1U-2FFW"WC0YNQ\)0DM\)O|V4>*W-8_Q:.M@/.LMN\INY6=['EK1^22X2B^*?;Z'@TT8QC'0 M.#[F.Y.D>%Y%Y2A]]:VL"]QS)<>LIE-?4-U5R6YE;-4]M7O1YU;90) M.*767V7$-N))23(R"6HT;FC*WN(1G0C%QE&23C)/8TT]C36],^Z=2=*:J4 MFXU(O%-/!IKDL%?M>3"?)*I=6^HG1RME_F9U!*$JECME.W6, MIT^UTN,X+Z&V<>':O9EW3&N(7/+89S)1N-T:NZ;?".N_V7QP>^8FE25I2M M*DK0M)0)MD!*D]+JE25%U)25&?4C+]17S=L9)1^@ M.!X),F/"C2)DM[]-$B,.R94E]:6F(I=AM3KS[SBS)#,33:#4I1F1$1=M3'Q5]TZ..5;M)1!0BY2;>"22Q;.X)+:VWC*=>)1CG*OE*4G@H M!+.VVTDEO9$1Y"[2?W1NG8FR7%NJB9'D4I5(V]WDN(C=>2*O&XRD+2V;%LTDM)@EEVIZN=QF1&9CR&ZAZIGK36N8ZEDVZ-S<2\M/>],.(48\.&J48X[%MQ>&) M_01TBT-2Z;]-LHT9%1O9V<56:PPE<5,:MO+%.XIUIS:VOU<%C@CID:62. M 96<1N3E[QFV3'NTG+L<#R!<:MS[&V5D?SJPE)FWKVG%$RF]HE.] M=CF9I\]#<84I"736F5^D74^_Z9:EC?+G[9#<-0NJ*?MOQV5(]/-I8N4.W.N M:FVE-M01^(#HGE76K1D\L?ET=4VBE4L;AKV*F&VE4:V^1724:BV\KY*]C*5-_M10TKHE1$M*O]E1)6A75 M*B)1&1>]F6YC8Y0841?]/;?8]?E@0LQ8PB\RVX6\(>1//K==)HOCCA3^39+/[9F09!. M^1!PC7V.H-7R\LSD]41L;'Z*.2#2GI3R,D=L;(R>;97@=1ZERC2N6RS/ M.*BA16R,5MG4EPC"*YI?.EMDTDV9+*\JO:;WOW8KMD^"'^=[DF]A M9[^K/U&<<_5WK%55@D1C/MZ9761L]K;-+ZJ8C91E)I>3+5CF-15/3OX5K^`M*2A359%>4J2MEMZ;()?;,6BEFM]?9OK.]\RZ,I993?W5"+]6/#FD]G/4.WR. MV8M144VG.^0:O4:VON7T8]RW[WBS.Z.%.A M",5[7OR2[|-DY'I?B8K%N2:)',F55V=U'L'+#26I+5!*;<_D]Y3/LJV!DM>.M\?:NEJ),33#A+1,GQWF517)HT+T>S74(\F.?<]GDSP:6&%;JOJO?]'%_3FFW.M[L6GS+1-0ZWL\LYK7+N6O?:F_<@^]KVGJ5/Q::P*^[DURKY!8Q_$<=@MQ:#$:.ANJ4S7UL:.$0M:E]GD6M2K6 MY+D>4Z>L8Y=D]"%"UCPBMLG]*G^_3.M.6EMC.ERE/A5.KL!Q.SO6:.//(<-IJPR2UC.?9\8JE.%VG,L9$6*D_H.A#%YK MG>49',_%9OAP=U6W*K5QITO%Q.#6LJNEY3[S?LLZ=7E,' MIFM548?0AA*?@Y>RO%G[U!\$D5=EHSCYC$C8=,X'2W)LE!,'VPN*

6;;R;<)6E&/G+WY>M/Q3?L_HI+N-F8TPSH-M =?W&V-68[G6.:NR#9>OZ+9F9P95IA^NKC,L=K,ZRNM@+<;G6.-8C-LF,@O M8.,;*TNO18[K;9L,E&70QVZ=A?5K6=[2HU965-I3]*$G"+>Y2FERO:X)M'#*-MXMX58V\ZD%7DL8QS3U@[CM(MZ5YUMBYI-5;W-OA!R X.:WR30?(3%':3(*EUV5C.3P6Y4C" M]D8HMY2*S-<#O'X\=NYH:)LB[B-*)4&02XLMIB4TZRB[>F]2Y5]K*X9KE-3F MI2V2B\.>G+C"<>$E\DEA*+<6F0%FN57F3WL$RL6X\Q4?TULD .;6WGCOFF=.7&5\MEF/-5R_M,UK6K7&LOQ.>B?5V,9SZ.-+^B)-2M90GB4S+AR6V9D.0A;+[3,]%(*)689=?93>3R .J4Z-Y3>$H26#3__'+>FL4 MUM3:)GMK]WO*$;FUG&I0FL4UN?:] TI]>U;F=G#!. M &"7L2W$6]N.60UD"(?\?)=GN_P&G2VM)/MUMBPX[E4TD=263#>/M.QC<3 M]6WYC1_XD(_$3K'_A3IQ<6MO/ES+.'\+3PWJ$TW7EVX*DI0Q6Z52!;3\(/3MO_COK%:7MW3Y\ER2/OU7%>JZE.25K#'=S.NXU.5^U"E4[".B/.8]L M-VO^MSE]>.Y#&T/G]F3>$Y98'_BTG/=&<7RJ* MU(E.2YK+6N4:+R(XS.)<|U-.4J.7Z]227[.%LYIM81QXR:B]+R/(:W/:KR+9M848X<|W[.5^>3X1WON6+5HCP-X <_75[WTGQZO5.|A:8DW.|.N&X2%)F6]HMB1(B8YBU'#_9M/W>6939-17#C5M=*DS'DMK4EOL0M29VL&DUC1I/ZD6O7DGNG);'@XOBUBX;U#K;\S3FMRG]%/Q;6PC.*9C10 #;+P MF])?L2YWE5WFK.(V&"ZOLU,+,W3NQ4[6NMGH3ZDI3943\^MEY5G5>G]HE/8]M56S:%H4E9I470:J)2_-2OKE5;V/[FCA4]8]DL&HP?=4E$V+*]9UF^$ MJ=DX6[]^2Q)\5LQE^BF2|>%GXH/#K315.5]N8U]M>ZEOG4E*[>VM{2D]-K"%.DMRBE%?CL4=0Y-M@#%WF;RWU3P.XW;.Y+|CLD1<4UW1NRH5.W*9CW&;97+(XV M*X'C2'B7\C(.KN5MQF?V*1'0IG8Y^56 2^N7]W!;.N.GPBNJO9\[V)E1]RFYB[PY:\H#XJ@:\0(4;/6N(=^4E4 M8UY-7$I8K!M0T\FE72MR\XR>$IZ=]RVK>[>;?L2X^6_WM+.X+P\ MQ+WE]9>]'!);.5&2H(<-X P6]@GKSX\>R+1<{26_.:_I*H;[UQ MKS8^/HA1\U;.E:FD-%?8G0RXTIKP3FFDLV >^AR%8QB)+]"<;8>9V?2FK,VT-M?F:S+*1<+.L*E.6/)5C]&236[?&2VQ>[8VGB+=MC)>U!][*5N#]+56W[$_7!R*];F\)>HMZ47R:.W?9V.]=KTK#BL'VSB4&6F.5W0R3UCE)ZR=E)RC360*R36-[81WIF.&RN?.W!QEA)9W(]07^15.,MIW%,"R[]U![5O6.<).B>D\-07U/DS MO4%174L5A)6R3C:0?*WGXTFL'N))/KZY6GO.:E8'FED3^U=?P66YK\E MTU3.NQ5M.42!DYFLB6_80UN-Q:%75:E/&V^]763VI]OP^=5_P#CO(/X#G57 MFU7E]*3D_6N*"PC"MVN<<5"L]K-3!>-/XM>@Z26ZK6]=-T>30F.56X M1BL(6ETTYU+:,9LC3FE*K;K\)0YZ45A1Q>O$6)*A M.!'$]XGIQW=[5-U<-9N 9IKS7>K]51-CTNWKZB?=.OY9 M5T^77.!SVY>$8M74.G'4.F:RE_IU'RW0^6YC&Z MI5]U!7=-THO2Y6X*:P(R3RBL9+%]:GAC@I4Q12=5Z:NM075LZ.XOMZ?.IMXVL-MQ]E):7L>]HW8\5>*NC^%VC\-X]\>|-BX9KO#(II:.2;)-WDEWW0UJYS#,+GQ-M./Y#EV0OM$[.F.D77HAII#4=IEEN.\\SS.]1YG4S;-JCJ7=1^B*X0@O=A'6C'Y6^,I/BWQ?YL$9%#$'= T;^UOWMK<8O6K3VV!5C\/>/*R57]^PZ4QJU93 P^1*80[!O-R9'&.0G#JA++R7\/JUM+.MUU8I-LFV&([[IS.F:%Z8YUK&I&ZFG:9$GZU:2VSPWQHO?MO@Y:(1VXMM[OF_=7=[3[$MJK@N:O//D-[MKRMM\F=C3LMM&G)K6 MO$E\U5KO6]->0ZK'M?8@FT.3-4AD..266DNO^4_83C90Y:DR7R-TI?:J4GOD]^"V1CCA&.5L(3S3[_.+CXF^FY2X1+=&*I(&@.MOG?%MEV0Y$Q@`W\5Q*A:T97%$M.%.A!8RE}J.4NUMX)+O9]TZ=2K-4Z47*H]R2:.\$MK)(_"#\)7'G?R1*ER-D3-M)I>'FL9Z6):D?.(BLJW5807%=2*![[[FPFL==4EM:'49#:5$V.I2%E#>29D4-M/:EZVZ7R?FM\H4LPO5L]1\M%/O]M/F_T<9I_21N^5.!S:.^PJ7N%M0?TMLW^@ MMWZ3378R8;PC]#'KCX/E49!C.G8VYIL5B67BV]OU-,L/)(MBTMI]_&_=D5T M3 <*DQ9+9G&DUM4S9M-*[%RW?]I5?=2=4=7ZEY[5.X=M2_=4.:<6NR4L7>.M*WJ4G%O:HHDK*M(YO)E6$Z=+S:A>_4PD\>Y8Y8]|RXCPV8 M-/RI24]4M:DH0A]6M1DE*4I+]J2E'T)*4D7AS^A 0_^O K&_R&_:.M 2L Y'(TOL(FY_$[CE>6=?ADVX?6]MVOLKPK](CRU>-KZ.)M37'(F_+(K.QM%T.DVA/^%^_+N:V2]26PB_83(\UG_M]^.7OPMM+'.+]#:CANG+(I8ELTY2K_A-M59OBFRM;Y1=83G MV#7U;D^(9;CDYZLO,>OZ>4W,K;2MG1U)=8DQ9#1&7ZI475*B-)F1]>[M+:^M MJEG>0C4M:L7&<9+&,HM8--=YRT:U6WJQKT).%:#336OIKRS6M);SVW(QS*^9FMZI)>RM<&8+,5G^[.>5]WQVE3%4[JKE']D-M);AR6$-TPZE}.,C1M\|,8*=33M:7;>2>UTI/'[]_.)$GAS.*9M2%%XSKI35%//.M*'D7#C',X+UENYU].*_E);GMW-&_L16;@`!BI$'IX<.!YTZ/RC0.M/(K#&,J]POV%.0+*+\.'E^*#Y"TA15F9X#D+T28[CF54[JNYIXFW6'VS'7'E,R.M(CS\=W-Z?U#FNF.SAFN45'3N8:/GMA./&$XXKFB^*WK?%]2370S+++/-K25GM>OYJ4N/&+X2B^#7_$__HJ_?.SZB^0/JZVJJLRZ-*S[0&86LUO4&_^*BMD-T.M_.&2N1(C8KF3:$+8Q#94*M.\DBN<<4S+0AQ^"[(90Z,5U=#:.^RK6UCSV[5+_.M.<5YM!OUH]LH?3IM#]UL4DFUC VH..7F07'+4]=M2_=4.;<6NR4L7>.M*WJ4G%O:HHDK*M(YO)E6$Z=+S:A>_4PD\>Y8Y8]|RXCPV8 M-/RI24]4M:DH0A]6M1DE*4I+]J2E'T)*4D7AS^A 0_^O K&_R&_:.M 2L Y'(TOL(FY_$[CE>6=?ADVX?6]MVOLKPK](CRU>-KZ.)M37'(F_+(K.QM%T.DVA/^%^_+N:V2]26PB_83(\UG_M]^.7OPMM+'.+]#:CANG+(I8ELTY2K_A-M59OBFRM;Y1=83G MV#7U;D^(9;CDYZLO,>OZ>4W,K;2MG1U)=8DQ9#1&7ZI475*B-)F1]>[M+:^M MJEG>0C4M:L7&<9+&,HM8--=YRT:U6WJQKT).%:#336OIKRS6M);SVW(QS*^9FMZI)>RM<&8+,5G^[.>5]WQVE3%4[JKE']D-M);AR6$-TPZE}.,C1M\|,8*=33M:7;>2>UTI/'[]_.)$GAS.*9M2%%XSKI35%//.M*'D7#C',X+UENYU].*_E);GMW-&_L16;@`!BI$'IX<.!YTZ/RC0.M/(K#&,J]POV%.0+*+\.'E^*#Y"TA15F9X#D+T28[CF54[JNYIXFW6'VS'7'E,R.M(CS\=W-Z?U#FNF.SAFN45'3N8:/GMA./&$XXKFB^*WK?%]2370S+++/-K25GM>OYJ4N/&+X2B^#7_$__HJ_?.SZB^0/JZVJJLRZ-*S[0&86LUO4&_^*BMD-T.M_.&2N1(C8KF3:$+8Q#94*M.\DBN<<4S+0AQ^"[(90Z,5U=#:.^RK6UCSV[5

~~M${!1C&*6Q1BDDDMB2P/5'$Q0@T]=KK6"XMAY)&2B2ON2;5DE1;'I/5&;Z,U#;:D MR:?+?6U3F2>/+,+V3IS2WP]1;C),\'BFFDUI^O=$9%U&TE>Z.U%3Y\LO;3BV ML,>G-
:;=;FWNJ4[J.X/=BL))Q;3EE:>VMB^[-=B+<0N73 MV;)^&TH[$DDGLG54U"'VE_0DN$DG$=6UH4?K/H[5>5ZVTY;ZERB6-I"DL8M-^'"4/0>>=--87NC-00PO[.]TII-0K4GMI5J>.^%
M6#4EMQCBX2PE&279@V8TH-M^1D&04.)T5QE&4W=1C6-8[63KO(;BR"RATU%14U7&_R?9EDK*>.?K3MGH%;VS*#-.6C\ M1UBRFF9J8GPM!UDQ+;M9&2DC:_E,]KY*S4XNLC,]D6T.7-99&|
(I5N/^C7#[;V 12V2(4=Q<6^ M0VUE?7]I8WEYUM]K9\X?9\@ M '<^B>.F]^3N]29]N':)RF3308%C=C? MR(.9YTF?N5W)B,J@8]2,+/J]/GNQH4=!&IUU"2.RQV;9OE>2VKO,VN*5O;+W MIR4<>Y)
[9/LC%-O@CM6EE=W]54+.G.K5?"*;]+[%WO!$LS@O^)%L_*SI+OM^_DJ33L9(AYMP^R4PM/U M@C4_7JRHIM7G5DXT_&-/9.7Z;IX?19(F4],]]3"KG%3RX_U<,'+P M&V6^3\9/%OPQP[$9H#73* M
1._R.?;.GC7J1_@AHO(W(^^_[8P;VWE+?OC.4J),1X?F&.3%0K>CMX2C J1'=(EM/,/ +6S(CO(9V=2POZ<:MG5BXSA)8J2?^6*;VIX--)G-;W%>TKQN;: M3A7@\8R6]/\ RWK~~