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September 30, 2020

VIA ELECTRONIC MAIL AND OVERNIGHT COURIER

Ms. Amy Sweeney
Director, Office of Regulation, Analysis and Engagement
Office of Fossil Energy
Forrestal Building FE-34, Room 3E-052
1000 Independence Avenue, S.W.
Washington, DC 20585

Re: Freeport LNG Expansion, L.P., FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC, and FLNG Liquefaction 3, LLC
FE Docket Nos. 10-160-LNG, 10-161-LNG, 11-161-LNG, 12-06-LNG and 16-108-LNG
DOE/FE Order Nos. 2913-A, 3282-C, 3357-B, 3066-A and 3957
Filing of Long-Term Agreements Under Seal and Public Summaries for JERA Energy America LLC

Dear Ms. Sweeney:

As notified to the DOE/FE on October 26, 2018, JERA Energy America LLC (“JERA”) is the successor in interest to Chubu US Gas Trading, LLC (“Chubu”). JERA recently conducted an internal regulatory compliance review and discovered that two long-term supply contract amendments entered into in 2017 were not filed with DOE/FE. Further, JERA executed an Amended and Restated Freeport LNG Sale and Purchase Agreement on April 1, 2020, which has not yet been filed with DOE/FE. Accordingly, JERA hereby submits for filing a summary of the major provisions of the following agreements for public posting (see Exhibit A), and is separately submitting, via overnight courier, a non-redacted copy of each of the following agreements under seal in a marked envelope:

- Revised and Restated Transaction Confirmation with Exelon Generation Company LLC dated December 14, 2017
- Revised and Restated Transaction Confirmation with Repsol Energy North America Corporation dated December 6, 2017
- Amended and Restated Freeport LNG Sale and Purchase Agreement with JERA Co., Inc. dated April 1, 2020 (collectively, the “Agreements”)

JERA respectfully requests the DOE/FE to keep the non-redacted copies of each of the Agreements confidential. JERA submits that the Agreements meet the six criteria set forth in 10 C.F.R. § 1004.11(f) of the DOE regulations for determining whether information is exempt from mandatory disclosure pursuant to Exemption 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4):

(1) The Agreements have been held in confidence by JERA and JERA's counterparties, and each of the Agreements contains a confidentiality provision (the confidentiality provision for the Transaction Confirmations are contained in the NAESB Base Contract);

(2) The Agreements contain information of a type that is customarily held in confidence by the parties, and there is a reasonable basis to keep sensitive commercial, technical, and financial terms, including but not limited to pricing terms, confidential to avoid competitive harm. The LNG market is an intensely competitive global market. Disclosure of the contents of the Agreements could make JERA's proprietary business policies and procedures, commercial strategies, and trade secrets, including how JERA's purchase and sales transactions are structured, known to JERA's business competitors;

(3) JERA is submitting the Agreements to the DOE/FE under seal, with a request to keep the Agreements confidential;

(4) The Agreements are not publicly available;

(5) Public disclosure of the Agreements by DOE/FE is likely to cause other export license holders or registrants to be reluctant to submit non-redacted copies of their gas supply and LNG sales agreements to DOE/FE; thus, public disclosure could impair DOE/FE's ability to obtain similar information from others in the future; and

(6) Public disclosure of the Agreements is likely to cause substantial harm to the competitive position of JERA. If JERA's confidential commercial, financial and technical information is allowed to enter the public domain, it would allow JERA's competitors to gain an unfair competitive advantage over JERA in national and global markets.

For the foregoing reasons, JERA respectfully requests that the non-redacted copies of the Agreements be kept confidential by DOE/FE. The Agreements contain pricing and other competitively sensitive commercial information that is exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552(b)(4), and under the DOE regulations, 10 C.F.R. §§ 590.202(e) and 1004.11.

Please do not hesitate to contact the undersigned if you have any questions regarding this filing.

Very truly yours,

/s/ Vera C. Neinast

Vera C. Neinast

Attorney for JERA Energy America LLC

Enclosure

EXHIBIT A
PUBLIC SUMMARIES OF
MAJOR PROVISIONS

**LONG-TERM CONTRACT – SALE AND PURCHASE OF NATURAL GAS
MAJOR PROVISIONS SUMMARY**

1. **DOE/FE Order No(s):** 2913-A, 3282-C, 3357-B, 3066-A and 3957
DOE/FE Docket No(s): 10-160-LNG, 10-161-LNG, 11-161-LNG, 12-06-LNG and 16-108-LNG

2. **LNG Liquefaction/Export Facility and Location:**

Freeport LNG facility located near Freeport, Texas in Brazoria County, Texas.

3. **Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):**

JERA Energy America LLC (“JERA”) is an affiliate of a partial owner of FLNG Liquefaction, LLC, which owns the Freeport LNG liquefaction/export facility. JERA has entered into a Liquefaction Tolling Agreement with FLNG Liquefaction, LLC for the provision of liquefaction services and is therefore also a capacity holder in the Freeport LNG facility.

4. **Exact Legal Name of Parties/Counterparties to Contract:**

Seller: Exelon Generation Company LLC

Buyer: JERA Energy America LLC

5. **5a. Contract Type (e.g., Purchase and Sales Agreement; Liquefaction Tolling Agreement, etc.):**

Sale and Purchase of Natural Gas

5b. Firm or Interruptible Contract:

Firm

6. **Date of Contract:**

December 14, 2017

7. **Contract Term:**

The delivery term commences on the earlier of (i) the date corresponding to the first day of the month immediately following the commercial in-service date of the Freeport LNG Export Terminal but no earlier than April 1, 2019 and (ii) September 1, 2019, and ends on August 31, 2022, unless the parties mutually agree to change the end date such that the term equals 36 months from the commercial in-service date.

8. Quantity (Annual and Total, if appropriate, include +/- flexibility):

The firm base load quantity is 30,000 MMBtu per day, plus fuel.

9. Take or Pay (or equivalent) Provision/Conditions (please describe):

None

10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate. If this does not include the Purchase or Sale of Natural Gas, please mark this Section "Not Applicable":

JERA

11. Legal Name of Entity(ies) that has(have) Title of the Natural Gas and LNG through the LNG Facility until Export (at the flange of the Vessel):

Not applicable

12. Export Destination Restrictions in the Contract:

Not applicable

13. Resale Provisions:

JERA has the right to sell all or part of the contract quantity back to Exelon on a daily, monthly or intra-day basis as required to address physical factors that reasonably influence demand for, or supply of, natural gas.

14. Other Major Non-proprietary Provisions, if Applicable:

None

I affirm that the foregoing is true and accurate to the best of my knowledge.

Dated: September 30, 2020

SUBMITTED BY:

/s/ Vera C. Neinast

Vera C. Neinast
Attorney for JERA Energy America LLC

**LONG-TERM CONTRACT – SALE AND PURCHASE OF NATURAL GAS
MAJOR PROVISIONS SUMMARY**

1. **DOE/FE Order No(s):** 2913-A, 3282-C, 3357-B, 3066-A and 3957
DOE/FE Docket No(s): 10-160-LNG, 10-161-LNG, 11-161-LNG, 12-06-LNG and 16-108-LNG

2. **LNG Liquefaction/Export Facility and Location:**

Freeport LNG facility located near Freeport, Texas in Brazoria County, Texas.

3. **Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):**

JERA Energy America LLC (“JERA”) is an affiliate of a partial owner of FLNG Liquefaction, LLC, which owns the Freeport LNG liquefaction/export facility. JERA has entered into a Liquefaction Tolling Agreement with FLNG Liquefaction, LLC for the provision of liquefaction services and is therefore also a capacity holder in the Freeport LNG facility.

4. **Exact Legal Name of Parties/Counterparties to Contract:**

Seller: Repsol Energy North America Corporation

Buyer: JERA Energy America LC

5. **5a. Contract Type (e.g., Purchase and Sales Agreement; Liquefaction Tolling Agreement, etc.):**

Sale and Purchase of Natural Gas

5b. Firm or Interruptible Contract:

Firm

6. **Date of Contract:**

December 6, 2017

7. **Contract Term:**

The delivery term commences on the earlier of (i) the date corresponding to the first day of the month immediately following the commercial in-service date of the Freeport LNG Export Terminal but no earlier than April 1, 2019 and (ii) September 1, 2019, and ends on the third anniversary of the commencement date.

8. Quantity (Annual and Total, if appropriate, include +/- flexibility):

The firm base load quantity is 25,000 MMBtu per day, plus fuel.

9. Take or Pay (or equivalent) Provision/Conditions (please describe):

None

10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate. If this does not include the Purchase or Sale of Natural Gas, please mark this Section "Not Applicable":

JERA

11. Legal Name of Entity(ies) that has(have) Title of the Natural Gas and LNG through the LNG Facility until Export (at the flange of the Vessel):

Not applicable

12. Export Destination Restrictions in the Contract:

Not applicable

13. Resale Provisions:

JERA has the right to sell all or part of the contract quantity back to Repsol on a daily, monthly or intra-day basis.

14. Other Major Non-proprietary Provisions, if Applicable:

None

I affirm that the foregoing is true and accurate to the best of my knowledge.

Dated: September 30, 2020

SUBMITTED BY:

/s/ Vera C. Neinast

Vera C. Neinast
Attorney for JERA Energy America LLC

**LONG-TERM CONTRACT – LNG EXPORTS
MAJOR PROVISIONS SUMMARY**

1. **DOE/FE Order No(s):** 2913-A, 3282-C, 3357-B, 3066-A and 3957
DOE/FE Docket No(s): 10-160-LNG, 10-161-LNG, 11-161-LNG, 12-06-LNG and 16-108-LNG

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Freeport LNG facility located near Freeport, Texas in Brazoria County, Texas.

3. **Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):**

JERA Energy America LLC (“JERA”) is an affiliate of a partial owner of FLNG Liquefaction, LLC, which owns the Freeport LNG liquefaction/export facility. JERA has entered into a Liquefaction Tolling Agreement with FLNG Liquefaction, LLC for the provision of liquefaction services and is therefore also a capacity holder in the Freeport LNG facility. JERA has entered into an Amended and Restated Freeport LNG Sale and Purchase Agreement with its affiliate, JERA Co., Inc.

4. **Exact Legal Name of Parties/Counterparties to Contract:**

Seller: JERA Energy America LLC

Buyer: JERA Co., Inc.

5. **5a. Contract Type (e.g., Purchase and Sales Agreement; Liquefaction Tolling Agreement, etc.):**

LNG Sale and Purchase Agreement (“SPA”)

5b. Firm or Interruptible Contract:

Firm

6. **Date of Contract:**

April 1, 2020

7. **Contract Term:**

The term of the SPA commences on the date of execution and expires on the twentieth anniversary of the commercial start date of the Freeport LNG facility, and may be extended pursuant to the terms and conditions of the SPA.

8. Quantity (Annual and Total, if appropriate, include +/- flexibility):

The annual contract quantity is 121,000,000 MMBtu.

9. Take or Pay (or equivalent) Provision/Conditions (please describe):

The Buyer is obligated to take and pay, or pay for if not taken, the annual contract quantity, subject to the provisions of the SPA.

10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate. If this does not include the Purchase or Sale of Natural Gas, please mark this Section "Not Applicable":

Not Applicable

11. Legal Name of Entity(ies) that has(have) Title of the Natural Gas and LNG through the LNG Facility until Export (at the flange of the Vessel):

JERA Energy America LLC

12. Export Destination Restrictions in the Contract:

The SPA requires that Seller and Buyer ensure that all transactions relating to LNG sold and purchased under the SPA are permitted and lawful under U.S. laws and policies.

13. Resale Provisions:

The SPA requires that the Buyer comply with the requirements applicable to Buyer, as the recipient and/or potential seller of exported LNG, as set out in the Freeport export authorizations.

14. Other Major Non-proprietary Provisions, if Applicable:

None.

I affirm that the foregoing is true and accurate to the best of my knowledge.

Dated: September 30, 2020

SUBMITTED BY:

/s/ Vera C. Neinast

Vera C. Neinast
Attorney for JERA Energy America LLC