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October 26, 2018

**BY HAND DELIVERY**

Ms. Amy Sweeney  
Office of Regulation and International Engagement  
Office of Fossil Energy, Room 3E-052  
Department of Energy  
1000 Independence Ave., S.W.  
Washington, D.C. 20585

Re: Venture Global Calcasieu Pass, LLC,  
FE Docket Nos. 13-69-LNG, 14-88-LNG, and 15-25-LNG  
**PRIVILEGED AND CONFIDENTIAL** Submission of Contract  
**and Summary of Major Provisions of Contract for Public Posting**

Dear Ms. Sweeney:

Venture Global Calcasieu Pass, LLC (“Calcasieu Pass”) was granted long-term, multi-contract authority to export liquefied natural gas (LNG) to nations with whom the United States has entered into a Free Trade Agreement requiring the national treatment of natural gas in: (1) Order No. 3345 issued in FE Docket No. 13-69-LNG on September 27, 2013, (2) Order No. 3520 issued in FE Docket No. 14-88-LNG on October 10, 2014, and (3) Order No. 3662 issued in FE Docket No. 15-25-LNG on June 17, 2015. Ordering Paragraph (D) of each of these Orders requires Calcasieu Pass to file a non-redacted copy of all executed long-term contracts associated with the long-term export of LNG from its Project within thirty days of contract execution. If a contract is filed under seal and subject to a claim of confidentiality or privilege, the Ordering Paragraph also requires Calcasieu Pass to file for public posting a summary of the non-proprietary, major provisions of the contract.

In accordance with this requirement of its export authorizations, Calcasieu Pass hereby submits, under seal on a confidential basis, a full and unredacted copy of the LNG Sales and Purchase Agreement (FOB) by and between Calcasieu Pass and POLSKIE GÓRNICTWO NAFTOWE I GAZOWNICTWO SPÓŁKA AKCYJNA, dated as of September 28, 2018. This contract is highly confidential and contains commercially valuable and proprietary information the disclosure of which would cause competitive and financial harm to the parties to the contract.

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Accordingly, Calcasieu Pass respectfully requests that the contract be treated and maintained as confidential to the greatest extent permitted by law.

Calcasieu Pass also includes with this filing a summary, for public posting, of the major non-proprietary provisions of the contract. The summary utilizes the template followed by Calcasieu Pass for its previously filed contracts, as well as by several other LNG projects when complying with the same contract filing requirement.

If you have any questions about the filed contract or related matters, please contact the undersigned counsel for Calcasieu Pass.

Sincerely,

/s/ J. Patrick Nevins

J. Patrick Nevins  
Latham & Watkins LLP  
[Patrick.Nevins@lw.com](mailto:Patrick.Nevins@lw.com)  
D (202) 637-3363

Counsel for  
Venture Global Calcasieu Pass, LLC

Enclosure

**LNG SALES AND PURCHASE AGREEMENT (FOB), DATED SEPTEMBER 28, 2018,  
BETWEEN  
VENTURE GLOBAL CALCASIEU PASS, LLC AND  
POLSKIE GÓRNICtwo NAFTOWE I GAZOWNICTWO SPÓŁKA AKCYJNA**

**SUMMARY OF MAJOR PROVISIONS**

**1. DOE Order/FE Docket Nos.:**

DOE Order Nos. 3662, 3520, and 3345, and  
FE Docket Nos. 15-25-LNG, 14-88-LNG, and 13-69-LNG.

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

The Calcasieu Pass Facility to be located on a site adjacent to the Calcasieu Ship Channel in Cameron Parish, Louisiana.

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

The contract has been entered into by Venture Global Calcasieu Pass, LLC, the owner of the Calcasieu Pass Facility (the LNG liquefaction and export facility).

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

Seller: Venture Global Calcasieu Pass, LLC

Buyer: POLSKIE GÓRNICtwo NAFTOWE I GAZOWNICTWO SPÓŁKA AKCYJNA, a joint stock company organized under the laws of Poland.

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

LNG Sales and Purchase Agreement (FOB).

**b. Firm or Interruptible Contract:**

Firm.

**6. Date of the Contract:**

September 28, 2018.

**7. Contract Term:**

The term of the contract commences on the date of execution. The obligations to sell and deliver, and to take and pay for, LNG under the contract become effective on the Commercial Operation Date of the Calcasieu Pass Facility, provided that all conditions precedent are satisfied

or waived. Once the Calcasieu Pass Facility becomes commercially operable, the contract then continues in effect for twenty (20) years. Buyer may extend the contract term for up to ten (10) additional years by notice to Seller in accordance with specified conditions.

**8. Annual Quantity:**

The annual contract quantity is equal to fifty-two million (52,000,000) MMBtu, or approximately one million (1,000,000) metric tonnes per annum.

**9. Take or Pay (or equivalent) Provisions/Conditions:**

Subject to and in accordance with the terms and conditions of the contract, commencing on the Commercial Operation Date of the Calcasieu Pass Facility, Seller shall sell and make available for delivery, or compensate Buyer if not made available for delivery, export cargos at the point at which the flange coupling of the LNG transfer line at the Calcasieu Pass Facility joins the flange coupling of the LNG intake manifold of an LNG tanker, and Buyer shall take and pay for, or compensate Seller if not taken, such export cargos.

**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 a purchase or sale of natural gas, please mark this section "Not Applicable":**

Not Applicable.

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

Venture Global Calcasieu Pass, LLC

**12. Export Destination Restrictions in the Contract:**

Buyer may elect any destination, except that the contract restricts exports of LNG to destination countries permitted under (i) the applicable DOE/FE export authorizations and (ii) U.S. law.

**13. Resale Provisions:**

The contract requires that Buyer will resell or transfer LNG delivered under the contract only to countries allowed by the DOE/FE export authorizations and/or to purchasers or transferees that have agreed in writing to limit their direct and indirect resale or transfer of such LNG to such countries.

**14. Other Major Non-proprietary Provisions, if applicable:**

None.

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

Submitted by:

/s/ J. Patrick Nevins

J. Patrick Nevins

Latham & Watkins LLP

Counsel for Venture Global Calcasieu Pass, LLC

Dated: October 26, 2018