

RECEIVED

By Docket Room at 11:55am, March 30, 2018

555 Eleventh Street, N.W., Suite 1000
Washington, D.C. 20004-1304
Tel: +1.202.637.2200 Fax: +1.202.637.2201
www.lw.com

LATHAM & WATKINS LLP

FIRM / AFFILIATE OFFICES

Beijing	Moscow
Boston	Munich
Brussels	New York
Century City	Orange County
Chicago	Paris
Dubai	Riyadh
Düsseldorf	Rome
Frankfurt	San Diego
Hamburg	San Francisco
Hong Kong	Seoul
Houston	Shanghai
London	Silicon Valley
Los Angeles	Singapore
Madrid	Tokyo
Milan	Washington, D.C.

March 30, 2018

BY HAND DELIVERY AND E-FILING

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 Amendment
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 submitted on February 8, 2016, under seal on a confidential basis, a full and unredacted copy of the LNG Sales and Purchase Agreement (“SPA”) by and between Calcasieu Pass and Shell NA LNG LLC (“Shell”), dated as of January 19, 2016, along with a summary, for public posting, of the major non-proprietary provisions of the SPA utilizing the template followed by several other LNG projects.

LATHAM & WATKINS^{LLP}

Calcasieu Pass and Shell had previously entered into certain ministerial amendments to their previously filed SPA, none of which modified any of the provisions included in the public summary of terms. On February 28, 2018, however, the parties executed an amendment to their SPA that increased the annual contract quantity from approximately one million metric tonnes per annum (“mtpa”) to approximately two mtpa. Accordingly, Calcasieu Pass submits here a revised summary, for public posting, of the major non-proprietary provisions of the SPA to reflect this change in contract quantity. The only difference between the summary of terms filed in 2016 and the new summary submitted here is the increase in contract quantity, along with references to the amendment.

Calcasieu Pass hereby submits, under seal on a confidential basis, a full and unredacted copy of the Amendment to the SPA. The Amendment, like the SPA itself, is highly confidential and contains commercially valuable and proprietary information the disclosure of which would cause competitive and financial harm to the parties. Accordingly, Calcasieu Pass respectfully requests that the Amendment be treated and maintained as confidential to the greatest extent permitted by law.

If you have any questions about the filed Amendment 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
D (202) 637-3363

Counsel for
Venture Global Calcasieu Pass, LLC

Enclosure

**LNG SALE AND PURCHASE AGREEMENT (FOB),
BETWEEN VENTURE GLOBAL CALCASIEU PASS, LLC AND SHELL NA LNG LLC
AS AMENDED AS OF FEBRUARY 28, 2018**

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: Shell NA LNG LLC

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

LNG Sale and Purchase Agreement.

b. Firm or Interruptible Contract:

Firm.

6. Date of the Contract:

Agreement dated January 19, 2016, as amended February 28, 2018.

7. Contract Term:

The term of the contract commences on the date of execution. The obligations to sell and deliver, and to purchase and pay for, LNG under the contract become effective on the date on which 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.

8. Annual Quantity:

The annual contract quantity is equal to one hundred and two million (102,000,000) MMBtu, or approximately two million (2,000,000) 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 date that commercial operation begins, 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.

Dated: March 30, 2018

Submitted by:

/s/ J. Patrick Nevins

J. Patrick Nevins

Latham & Watkins LLP

Counsel for Venture Global Calcasieu Pass, LLC