

RECEIVED

By Docket Room at 3:24pm, Sept. 7, 2021

LATHAM & WATKINS LLP

September 7, 2021

Ms. Amy Sweeney
U.S. Department of Energy
Office of Fossil Energy
Office of Oil and Gas Global Security and Supply
1000 Independence Ave., S.W.
Washington, D.C. 20026-4375
fergas@hq.doe.gov

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

FIRM / AFFILIATE OFFICES

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

Attention: 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 Amended 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 (1) nations with which the United States has not entered into a Free Trade Agreement (FTA) requiring the national treatment of natural gas in Order No. 4346 issued in FE Docket Nos. 13-69-LNG, 14-88-LNG, and 15-25-LNG on March 5, 2019, and (2) FTA nations in earlier orders in those same dockets.¹ Ordering Paragraph I of Order No. 4346 requires Calcasieu Pass to file a non-redacted copy of all executed long-term contracts associated with the long-term supply of natural gas to its Project within thirty days of contract execution, as does Ordering Paragraph (D) of each of the FTA authorizations. The Orders also require that, if a contract is filed under seal and subject to a claim of confidentiality or privilege, Calcasieu Pass also must file for public posting a summary of the non-proprietary, major provisions of the contract.

In accordance with these requirements, Calcasieu Pass submitted on October 26, 2018, 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

¹ Order No. 3345 issued in FE Docket No. 13-69-LNG on September 27, 2013; Order No. 3520 issued in FE Docket No. 14-88-LNG on October 10, 2014; and Order No. 3662 issued in FE Docket No. 15-25-LNG on June 17, 2015.

LATHAM & WATKINS^{LLP}

GAZOWNICTWO SPÓŁKA AKCYJNA (“PGNiG”), dated as of September 28, 2018 (the “SPA”), along with a summary, for public posting, of the major non-proprietary provisions of the SPA.

Calcasieu Pass and PGNiG entered into an Amendment to the SPA as of September 2, 2021 that increases the annual contract quantity from fifty-two million (52,000,000) MMBtu, or approximately one million metric tonnes per annum (“mtpa”), to seventy-eight million (78,000,000) MMBtu, or approximately one and one half mtpa, without changing any of the other contract terms included in the public summary. Accordingly, Calcasieu Pass submits here a revised public summary of the terms of the SPA, modified to increase the contract quantity and reference the recent amendment.

In addition, Calcasieu Pass is contemporaneously transmitting -- in a separate, confidential communication directed solely to the addressee -- a full and unredacted copy of the Amendment to its SPA with PGNiG. The Amendment 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. 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 SPA, the 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 SALES AND PURCHASE AGREEMENT (FOB), DATED SEPTEMBER 28, 2018,
BETWEEN
VENTURE GLOBAL CALCASIEU PASS, LLC AND
POLSKIE GÓRNICHTWO NAFTOWE I GAZOWNICTWO SPÓŁKA AKCYJNA
AS AMENDED AS OF SEPTEMBER 2, 2021**

SUMMARY OF MAJOR PROVISIONS

1. DOE Order/FE Docket Nos.:

DOE Order Nos. 3662, 3520, 3345, and 4346
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 GÓRNICHTWO 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, as amended as of September 2, 2021.

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 seventy-eight million (78,000,000) MMBtu, or approximately one and one-half million 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: September 7, 2021