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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

Attention: Venture Global Plaquemines LNG, LLC
FE Docket No. 16-28-LNG
PRIVILEGED AND CONFIDENTIAL Submission of Contract Amendment
and Summary of Major Provisions of Amended Contract for Public Posting

Dear Ms. Sweeney:

Venture Global Plaquemines LNG, LLC (“Plaquemines LNG”) was granted long-term, multi-contract authority to export liquefied natural gas (LNG) to (1) nations with whom the United States has not entered into a Free Trade Agreement (FTA) requiring the national treatment of natural gas in Order No. 4446 in FE Docket No. 16-28-LNG on August 16, 2019 and (2) FTA nations in Order No. 3866 issued in that same docket on July 21, 2016. Ordering Paragraph (I) of Order No. 4446 and Ordering Paragraph (D) of Order No. 3866 require Plaquemines LNG 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 Orders require Plaquemines LNG to file for public posting a summary of the non-proprietary, major provisions of the contract.

In accordance with these requirements, Plaquemines LNG 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 Plaquemines LNG and POLSKIE GÓRNICtwo NAFTOWE I 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.

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Plaquemines LNG and PGNiG entered into an Amendment to the SPA on June 12, 2019 that increased the annual contract quantity from fifty-two million (52,000,000) MMBtu, or approximately one million metric tonnes per annum (“mtpa”), to one hundred and thirty million (130,000,000) MMBtu, or approximately two and one half mtpa, without changing any of the other terms included in the public summary. Plaquemines LNG submitted that Amendment, on a confidential basis, along with a revised public summary of the SPA terms reflecting the increased annual contract quantity, on July 10, 2019.

Plaquemines LNG and PGNiG now have entered into a second Amendment to their SPA, as of September 2, 2021, that further increases the annual contract quantity to 208,000,000 MMBtu or approximately 4 mtpa. Accordingly, Plaquemines LNG submits here a revised public summary of the terms of the SPA, modified to increase the contract quantity and reference the recent second amendment.

In addition, Plaquemines is contemporaneously transmitting -- in a separate, confidential communication directed solely to the addressee -- a full and unredacted copy of the second 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, Plaquemines LNG 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 Plaquemines LNG.

Sincerely,

/s/ J. Patrick Nevins

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

Counsel for
Venture Global Plaquemines LNG, LLC

Enclosure

**LNG SALES AND PURCHASE AGREEMENT (FOB), DATED SEPTEMBER 28, 2018
BETWEEN VENTURE GLOBAL PLAQUEMINES LNG, LLC AND
POLSKIE GÓRNICtwo NAFTOWE I GAZOWNICTwo SPÓŁKA AKCYJNA
AS AMENDED AS OF JUNE 12, 2019
AND FURTHER AMENDED AS OF SEPTEMBER 2, 2021**

SUMMARY OF MAJOR PROVISIONS

1. DOE Order/FE Docket Nos.:

DOE Order Nos. 3866 and 4446
FE Docket Nos. 16-28-LNG.

2. LNG Liquefaction/Export Facility and Location:

The Plaquemines LNG Facility to be located on a site on the west bank of the Mississippi River in Plaquemines 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 Plaquemines LNG, LLC, the owner of the Plaquemines LNG Facility (the LNG liquefaction and export facility).

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

Seller: Venture Global Plaquemines LNG, 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, as amended June 12, 2019, and 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 Plaquemines LNG Facility, provided that all conditions precedent are satisfied or waived. Once the Plaquemines LNG 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 two hundred and eight million (208,000,000) MMBtu, or approximately four million (4,000,000) 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 Plaquemines LNG 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 Plaquemines LNG 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 Plaquemines LNG, 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 Plaquemines LNG, LLC

Dated: September 7, 2021