

RECEIVED

By Docket Room at 11:04 am, Oct 05, 2021

LATHAM & WATKINS LLP

October 5, 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 Plaquemines LNG, LLC
FE Docket No. 16-28-LNG
PRIVILEGED AND CONFIDENTIAL Submission of Contracts
and Summary of Major Provisions of Contracts 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.

Plaquemines LNG has entered into two LNG Sales and Purchase Agreements (FOB) by and between Plaquemines LNG and Venture Global Commodities, LLC, dated as of September 14, 2021. The contracts are highly confidential and contain commercially valuable and proprietary information the disclosure of which would cause competitive and financial harm to the parties to the contracts. In accordance with the requirements in its export authorizations, Plaquemines LNG hereby submits the attached summaries, for public posting, of the major, non-proprietary provisions of the contracts. The summaries utilize the template followed previously by

LATHAM & WATKINS^{LLP}

Plaquemines regarding other long-term contracts, as well as by other LNG export projects when filing such contracts.

In addition, Plaquemines LNG is contemporaneously transmitting full and unredacted copies of the two contracts themselves in a separate, confidential communication directed solely to the addressee. Plaquemines LNG respectfully requests that the contracts be treated and maintained as confidential to the greatest extent permitted by law.

If you have any questions about these contracts, 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 14, 2021
BETWEEN VENTURE GLOBAL PLAQUEMINES LNG, LLC
AND VENTURE GLOBAL COMMODITIES, LLC (PHASE 1)**

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: Venture Global Commodities, LLC.

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 14, 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 Phase 1 of the Plaquemines LNG Facility, provided that all conditions precedent are satisfied or waived. Once Phase 1 of 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 shall be determined by Seller each year based on its good faith determination of the quantity it can commit to produce during the upcoming contract year in excess of the nameplate design capacity of Phase 1 of the Plaquemines LNG Facility of ten million (10,000,000) metric tonnes per annum, taking into account any necessary limitations or restrictions applicable to Seller during such contract year.

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 Phase 1 of the Plaquemines LNG Facility, Seller shall sell and make available for delivery, or compensate Buyer if not made available for delivery, scheduled 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: October 5, 2021

**LNG SALES AND PURCHASE AGREEMENT (FOB), DATED SEPTEMBER 14, 2021
BETWEEN VENTURE GLOBAL PLAQUEMINES LNG, LLC
AND VENTURE GLOBAL COMMODITIES, LLC (PHASE 2)**

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: Venture Global Commodities, LLC.

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 14, 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 Phase 2 of the Plaquemines LNG Facility, provided that all conditions precedent are satisfied or waived. Once Phase 2 of 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 shall be determined by Seller each year based on its good faith determination of the quantity it can commit to produce during the upcoming contract year in excess of the nameplate design capacity of Phase 2 of the Plaquemines LNG of ten million (10,000,000) metric tonnes per annum, taking into account any necessary limitations or restrictions applicable to Seller during such contract year.

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 Phase 2 of the Plaquemines LNG Facility, Seller shall sell and make available for delivery, or compensate Buyer if not made available for delivery, scheduled 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: October 5, 2021