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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

October 11, 2022

Ms. Amy Sweeney  
U.S. Department of Energy  
Office of Fossil Energy and Carbon Management  
Office of Regulation, Analysis, and Engagement  
1000 Independence Ave., S.W.  
Washington, D.C. 20585  
[fergas@hq.doe.gov](mailto:fergas@hq.doe.gov)

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Attention: Venture Global Plaquemines LNG, LLC  
FE Docket No. 16-28-LNG  
**PRIVILEGED AND CONFIDENTIAL** Submission of Contract  
and Summary of Major Provisions of 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 which 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 October 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 June 23, 2022, under seal on a confidential basis, a full and unredacted copy of the LNG Sales and Purchase Agreement (FOB) by and between and EnBW Energie Baden-Württemberg AG (“EnBW”), dated as of June 10, 2022 (the “SPA”), along with a summary, for public posting, of the major non-proprietary provisions of the SPA. The summary explained that the SPA provided EnBW the right, subject to certain conditions, to increase its annual contract quantity by irrevocable written notice to Plaquemines LNG.

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Pursuant to the SPA, EnBW has delivered to Plaquemines LNG an irrevocable written notice on September 29, 2022, electing to increase the annual contract quantity of the SPA from approximately 750,000 metric tonnes per annum to approximately 1,000,000 metric tonnes per annum. The notice does not affect any of the other material contract terms included in the public summary. Accordingly, Plaquemines LNG submits here a new public summary of the terms of the SPA, revised only to reflect the modified quantity term and to reference the written notice EnBW delivered to Plaquemines LNG.

If you have any questions about the filed SPA, the increased contract quantity, or related matters, please contact the undersigned counsel for Plaquemines LNG.

Sincerely,

/s/ J. Patrick Nevins

J. Patrick Nevins

Carlos E. Clemente

Latham & Watkins LLP

[Patrick.Nevins@lw.com](mailto:Patrick.Nevins@lw.com)

D (202) 637-3363

[Carlos.Clemente@lw.com](mailto:Carlos.Clemente@lw.com)

D (202) 637-2269

*Counsel for Venture Global Plaquemines LNG, LLC*

Enclosure

**LNG SALES AND PURCHASE AGREEMENT (FOB), DATED JUNE 10, 2022  
BETWEEN  
VENTURE GLOBAL PLAQUEMINES LNG, LLC AND  
ENBW ENERGIE BADEN-WÜRTTEMBERG AG,  
AS MODIFIED SEPTEMBER 29, 2022**

**SUMMARY OF MAJOR PROVISIONS**

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

DOE Order Nos. 3866 and 4446  
FE Docket No. 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: EnBW Energie Baden-Württemberg AG

**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:**

June 10, 2022, as modified September 29, 2022.

## **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 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:**

Pursuant to a written notice from Buyer to Plaquemines LNG to increase the annual contract quantity, in accordance with the terms of contract, the annual contract quantity is equal to fifty-one million (51,000,000) MMBtu, or approximately 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 Phase 2 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 loading arms at the Plaquemines LNG Facility joins the flange coupling of the LNG intake manifold of the relevant 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 11, 2022