



**LAKE CHARLES LNG**  
An ENERGY TRANSFER Company

**RECEIVED**

By Docket Room at 4:27 pm, Sep 19, 2022

September 19, 2022

**Via Overnight Delivery**

Ms. Amy Sweeney, Director  
Office of Regulation, Analysis and Engagement  
Office of Fossil Energy  
Forrestal Building, FE-34  
1000 Independence Avenue S.W.  
Washington, DC 20585

**Re: Energy Transfer LNG Export, LLC, Lake Charles Exports, LLC and Lake Charles LNG Export Company, LLC – Submission of Long Term Contract and Public Summary**

**DOE Docket Nos. 11-59-LNG, 13-04-LNG, 16-109-LNG and 16-110-LNG**

**DOE Order Nos. 2987, 3324 and 4011 (granting authorizations to Lake Charles Exports, LLC) and 3252, 3868 and 4010 (granting authorizations to Lake Charles LNG Export Company, LLC fka Trunkline LNG Export, LLC) (each as may have been amended)**

**Request for Confidential Treatment of Agreement**

Dear Ms. Sweeney:

Energy Transfer LNG Export, LLC (“Energy Transfer LNG”), Lake Charles Exports, LLC (“LCE”) and Lake Charles LNG Export, LLC (“Lake Charles LNG”) hereby submit for filing **under seal**, a non-redacted copy of the following agreement for the long-term sale and export of liquefied natural gas from the Lake Charles facility in Lake Charles, Calcasieu Parish, Louisiana, owned and operated by Lake Charles LNG Company, LLC: LNG Sale and Purchase Agreement, dated August 23, 2022, between Energy Transfer LNG and Shell NA LNG LLC (the “Agreement”). Under the Agreement, Energy Transfer LNG may also deliver liquefied natural gas to the buyer from any alternate source located in the U.S. Gulf Coast.

Energy Transfer LNG, LCE and Lake Charles LNG are also filing herewith a public summary of the major provisions for the Agreement.

This filing is being submitted in accordance with Department of Energy, Office of Fossil Energy Order Nos. 2987, 3324 and 4011 (granting authorizations to LCE) and 3252, 3868 and 4010 (granting authorizations to Lake Charles LNG) (each as may have been amended). **Energy Transfer LNG, LCE and Lake Charles LNG hereby request confidential treatment of the Agreement, as it contains commercially sensitive information.**

Thank you for your assistance. Please direct any questions regarding this filing to the undersigned at (713) 989-7610.

Respectfully submitted,



Michael T. Langston  
Vice President  
Chief Regulatory Officer

Enclosures

**LNG Sale and Purchase Agreement, dated August 23, 2022, between Energy Transfer LNG Export, LLC and Shell NA LNG LLC (“Agreement”)**

**MAJOR PROVISIONS SUMMARY**

**1. DOE Order/Docket No(s):**

Docket Nos. 11-59-LNG, 13-04-LNG, 16-109-LNG and 16-110-LNG.

DOE Order Nos. 2987, 3324 and 4011 (granting authorizations to Lake Charles Exports, LLC) (each as may have been amended).

DOE Order Nos. 3252, 3868 and 4010 (granting authorizations to Lake Charles LNG Export Company, LLC fka Trunkline LNG Export, LLC) (each as may have been amended).

**2. LNG Liquefaction/Export Facility and Location:**

LNG may be delivered by Seller to Buyer at the Lake Charles Facility (located in Lake Charles, Calcasieu Parish, Louisiana) or any alternate source located in the U.S. Gulf Coast, subject to the terms and conditions of the Agreement.

**3. Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc):**

The Agreement was entered into by Energy Transfer LNG Export, LLC, which is an affiliate of (i) Lake Charles LNG Company, LLC (the owner and operator of the Lake Charles Facility), (ii) Lake Charles Exports, LLC (holder of DOE authorizations) and (iii) Lake Charles LNG Export Company, LLC (holder of DOE authorizations).

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

Seller: Energy Transfer LNG Export, 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:**

August 23, 2022

**7. Contract Term:**

Pursuant to the terms and conditions of the Agreement, including upon the satisfaction or waiver of the conditions precedent set out therein, the Agreement shall be in force and effect for a primary term of twenty years following the commercial operation date of the Lake Charles Facility. Buyer may elect to extend the primary term of the Agreement with two five-year extensions. Also, Buyer has a one-time option to reduce the primary term so that the Agreement terminates either as of the end of the fifteenth contract year or the sixteenth contract year.

**8. Annual Quantity:**

An annual contract quantity of LNG equal to approximately one hundred eight million nine hundred and twenty thousand (108,920,000) MMBTU per full calendar year, increasing to one hundred twelve million eight hundred and twenty thousand (112,820,000) MMBTU per full calendar year if Buyer elects to take option cargo(s).

**9. Take or Pay (or equivalent) Provisions/Conditions:**

Pursuant to the terms and conditions of the Agreement, Seller shall sell and make available to Buyer for delivery, or compensate Buyer if not made available for delivery, the LNG in cargoes at point at which the flange coupling of the LNG loading line at the Lake Charles Facility or any alternate LNG liquefaction terminal as provided in the Agreement joins the inlet flange coupling of the LNG intake manifold of the relevant LNG ship, unless otherwise excused under the Agreement. Similarly, Buyer shall take and pay for, or compensate Seller if not taken, such LNG in the quantities and at the prices set forth in and otherwise in accordance with and subject to the provisions of the Agreement, unless otherwise excused under the Agreement.

**10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate:**

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):**

Lake Charles LNG Company, LLC or its affiliate with respect to LNG delivered by Seller to Buyer at the Lake Charles Facility or Seller or its affiliate with respect to LNG delivered by Seller to Buyer at an alternate source located on the U.S. Gulf Coast.

**12. Export Destination Restrictions in the Contract:**

The Agreement provides that Buyer will resell or transfer LNG purchased pursuant to the Agreement for delivery only to countries identified in the applicable export authorizations and/or to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such countries.

**13. Resale Provisions:**

The Agreement provides for the parties to agree to comply with the applicable export authorizations, including incorporating into any resale contract for LNG sold under the Agreement the necessary conditions to ensure compliance with the applicable export authorizations.

**14. Other Major Non-proprietary Provisions, if applicable:**

Buyer shall have the right to supply Seller feed gas supplies pursuant to a master tolling agreement to be entered into within a year after all conditions precedent in the Agreement are fulfilled.