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October 3, 2022

Ms. Amy Sweeney, Director
Office of Regulatory, Analysis and Engagement
Office of Fossil Energy
U.S. Department of Energy
Forrestal Building, FE-34
1000 Independence Avenue, S.W.
Washington, D.C. 20585

**Re: Commonwealth LNG, LLC – Submission of Long-Term Contracts and Summaries
DOE/FE Docket No. 19-134-LNG; DOE/FE Order No. 4521**

Dear Ms. Sweeney:

Pursuant to Ordering Paragraph D of DOE/FE Order 4521, Commonwealth LNG, LLC (“Commonwealth”) submits for filing under seal by overnight mail, non-redacted copies of two long-term sale and purchase agreements (“SPA”), entered into with Woodside Energy Trading Singapore Pte Limited (“Woodside”) on September 2, 2022 for the sale and long-term export of liquefied natural gas (“LNG”) from the Commonwealth LNG terminal.

As noted above, Commonwealth is submitting for filing two SPAs, both entered into with Woodside: 1) an SPA for the sale of approximately 2.0 million tonnes per annum (“mtpa”) of LNG for a term of 20 years, and 2) an SPA for the sale of additional quantities of LNG, up to approximately 0.5 mtpa, for a term of 20 years. Commonwealth respectfully requests confidential treatment of the SPAs to the greatest extent permitted by law because it contains highly confidential and commercially sensitive and proprietary information.

Consistent with Ordering Paragraph D of Commonwealth’s authorization order, Commonwealth also includes with this filing summaries of the Woodside SPAs for public posting.

If you have any questions regarding this filing, please contact me at (202) 778-9014 or at david.wochner@klgates.com.

Best regards,

A handwritten signature in black ink that reads "David Wochner". The signature is written in a cursive style with a large, stylized "D" and "W".

David Wochner
Counsel for Commonwealth LNG, LLC

**LNG SALE AND PURCHASE AGREEMENT (FOB), DATED SEPTEMBER 2, 2022 BETWEEN
COMMONWEALTH LNG, A SUBSIDIARY OF COMMONWEALTH PROJECTS
AND
WOODSIDE ENERGY TRADING SINGAPORE PTE LTD, A SUBSIDIARY OF WOODSIDE
ENERGY GROUP LTD**

SUMMARY OF MAJOR PROVISIONS

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

DOE/FE Order No.: 4521
FE Docket No.: 19-134-LNG

2. LNG Liquefaction/Export Facility and Location:

The Commonwealth LNG Terminal to be located on the Calcasieu Ship Channel in Cameron Parish, Louisiana.

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

The contract was entered into by Commonwealth LNG, the owner of the Commonwealth LNG Terminal.

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

Seller: Commonwealth LNG, LLC
Buyer: Woodside Energy Trading Singapore Pte Ltd

5. a. Contract Type (e.g. Purchase and Sale Agreement; Liquefaction Tolling Agreement, etc.):

LNG Sale and Purchase Agreement (the contract)

b. Firm or Interruptible Contract:

Firm

6. Date of the Contract:

September 2, 2022

7. Contract Term:

A supply period of twenty (20) years, currently expected to commence in 2026.

8. Annual Quantity:

A quantity of up to approximately 0.5 million tonnes per annum ("mtpa"), subject to the terms and conditions of the contract.

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

Pursuant to the terms of the contract, during any contract year, the Seller is obliged to make available to Buyer the scheduled cargo quantity, or compensate Buyer if not made available, unless otherwise excused under the contract. Similarly, during any contract year, the Buyer is obliged to take and pay for the scheduled cargo quantity, or compensate the Seller if not taken, unless otherwise excused under the contract.

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

Commonwealth LNG, LLC

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):

Commonwealth LNG, LLC

12. Export Destination Restrictions in the Contract:

The contract restricts resale or transfer of LNG received by the Buyer under the contract to destination countries permitted under (i) the applicable DOE/FE export authorizations and (ii) U.S. law.

13. Resale Provisions:

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

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

None