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May 10, 2020

VIA EMAIL (FERGAS@HQ.DOE.GOV)

Amy Sweeney
Director, Division of Natural Gas Regulation
Office of Regulation, Analysis and Engagement
Office of Fossil Energy, FE-34
1000 Independence Ave., S.W.
Washington, DC 20585

Re: *Freeport LNG Expansion L.P. et al.*, FE Docket Nos. 10-160-LNG; 10-161-LNG; 11-161-LNG; 12-06-LNG; and 16-108-LNG
Submission by Registrant Total Gas & Power North America, Inc.
Long-Term Contract Summary—Sale and Purchase Agreement

Dear Ms. Sweeney:

Freeport LNG Expansion, L.P., FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC & FLNG Liquefaction 3, LLC have received, among others: (1) long-term, multi-contract authority to export liquefied natural gas (“LNG”) to nations with whom the United States has entered into a Free Trade Agreement requiring the national treatment for trade in natural gas, *see* Order No. 2913, FE Docket No. 10-160-LNG (Feb. 10, 2011) and Order No. 3066, FE Docket No. 12-06-LNG (Feb. 10, 2012); and (2) long-term, multi-contract authority to export LNG to nations with whom the United States has not entered into a Free Trade Agreement requiring the national treatment for trade in natural gas, *see* Order No. 3282-C, FE Docket No. 10-161-LNG (Nov. 14, 2014), Order No. 3357-B, FE Docket No. 11-161-LNG (Nov. 14, 2014), and Order No. 3957, FE Docket No. 16-108-LNG (Dec. 19, 2016) (collectively, “Export Authorizations”).

On April 28, 2020, Total Gas & Power North America, Inc. (“TGPNA”) submitted with the Department of Energy’s (“DOE”) Office of Fossil Energy (“DOE/FE”) a summary of a Letter of Agreement (“LOA”) to enter into an LNG Sale and Purchase Agreement (“SPA”) between TGPNA and Total Gas & Power Asia Private Limited (the “Parties”). The term of the LOA was effective until the entry of the Parties into the SPA. On April 13, 2021, the Parties entered into the SPA. Accordingly, the SPA supersedes and replaces the LOA, which is no longer in effect. TGPNA hereby submits for filing with DOE/FE a public summary of the SPA. The format for this summary is the same format used by other authorization holders and registrants. TGPNA is separately filing an unredacted copy of the SPA under seal.

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Please contact the undersigned with any questions regarding this submission and request for waiver.

Respectfully submitted,

/s/ Brett A. Snyder

Brett A. Snyder
*Counsel for Total Gas & Power North
America, Inc.*

BAS:lnr
Enclosures

LONG TERM CONTRACT - LNG EXPORTS

MAJOR PROVISIONS SUMMARY

1. DOE/FE Order No(s): 3282-C, as amended; 3357-B, as amended; 3066, as amended; 2913, as amended; and 3957, as amended

DOE/FE Docket No(s): 10-160-LNG; 10-161-LNG; 11-161-LNG; 12-06-LNG; and 16-108-LNG

2. LNG Liquefaction/Export Facility and Location:

Freeport LNG facility located in and around Freeport, Texas.

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

Total Gas & Power North America, Inc. (“**TGPNA**”) is a tolling customer and a Registrant at the Freeport LNG facility. TGPNA has entered into a contract with its affiliate Total Gas & Power Asia Private Limited (“**TGPA**”) for the sale and purchase of cargoes of LNG liquefied and loaded at the Freeport LNG facility.

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

Buyer: Total Gas & Power Asia Private Limited (a company existing under the laws of Singapore whose principal place of business is located at 182 Cecil Street #27-01 Frasers Tower, Singapore 069547, Singapore)

Seller: Total Gas & Power North America, Inc. (a company existing under the laws of the State of Delaware, having its principal office at Total Plaza, 1201 Louisiana (Suite 1600), Houston, Texas 77002)

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

An LNG Sale and Purchase Agreement (the “**SPA**”) that supersedes and replaces the Letter of Agreement previously filed with the Department of Energy.

5b. Firm or Interruptible Contract:

Firm.

6. Date of the Contract:

April 13, 2021.

7. Contract Term:

The initial term of the SPA starts on April 13, 2021 and ends on March 31, 2041. The initial term may be extended by four periods of up to five years for an aggregate extension of no more than twenty years.

8. Quantity (Annual and Total, if appropriate, include +/- % flexibility):

The quantity for each Contract Year (April 1 to March 31) shall, subject to (i) the applicable DOE/FE authorizations; and (ii) any additional LNG that becomes available to Seller at the Freeport LNG facility during the term, be:

- approximately 79 million MMBTUs from April 13, 2021 until March 31, 2022;
- approximately 112 million MMBTUs from April 1, 2022 until March 31, 2023; and
- up to 115 million MMBTUs from April 1, 2023 onwards.

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

The SPA includes a provision that Buyer shall reimburse Seller for any direct and documented costs incurred by Seller as a result of Buyer's failure to take delivery of a cargo.

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 the Purchase or Sale of Natural Gas, please mark this Section "Not Applicable":

Not Applicable

11. Legal Name of Entity(ies) that has(have) Title of the Natural Gas and LNG through the LNG Facility until Export (at the Flange of the Vessel):

Total Gas & Power North America, Inc.

12. Export Destination Restrictions in the Contract:

The SPA restricts export of LNG received by Buyer from the Freeport LNG facility to destination countries permitted and lawful under the applicable DOE/FE export authorizations.

13. Resale Provisions:

The SPA contains a provision that states Buyer may only resell or transfer LNG to purchasers that have agreed in writing to limit their direct or indirect resale of such LNG to destination countries permitted and lawful under the applicable DOE/FE authorizations.

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

None

DATED: May 10, 2021

SUBMITTED BY:

/s/ Joseph Burfitt

Joseph Burfitt

Total American Services