

LNG Sale and Purchase Agreement (free on board basis), dated October 3, 2024, between Energy Transfer LNG Export, LLC and Gunvor International B.V., Amsterdam, Geneva Branch ("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, 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: Gunvor International B.V., Amsterdam, Geneva Branch

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

LNG Sale and Purchase Agreement (free on board basis)

b. Firm or Interruptible Contract:

Firm

6. Date of the Contract:

October 3, 2024

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 until the twentieth (20th) anniversary of the commercial operation date for Train 2.

8. Annual Quantity:

For the first and each subsequent odd-numbered contract years, an annual contract quantity between three million two hundred thousand (3,200,000) MMBTU and three million eight hundred thousand (3,800,000) MMBTU per full calendar year, subject to the terms and conditions of the Agreement. For the second and each subsequent even-numbered contract years, an annual contract quantity between six million seven hundred thousand (6,700,000) MMBTU and seven million six hundred thousand (7,600,000) MMBTU per full calendar year, subject to the terms and conditions of the Agreement. Pursuant to the terms and conditions of the Agreement, the annual contract quantity can increase to between thirteen million seven hundred thousand (13,700,000) MMBTU and fifteen million two hundred thousand (15,200,000) MMBTU per full calendar year.

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

Pursuant to the terms and conditions of the Agreement, Seller is obligated to make available to Buyer the scheduled loading volume, or make a payment to Buyer if not made available for delivery, unless otherwise excused under the Agreement. Similarly, Buyer is obligated to take and pay for, or pay for if not taken, the scheduled loading volume, 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.

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 that the parties will 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:

None.