



May 9, 2025

U.S. Department of Energy
Office of Fossil Energy and Carbon Management
Office of Resource Sustainability
Office of Regulation, Analysis, and Engagement (FE-34)
Washington, D.C. 20585
via email Fergus@hq.doe.gov

Orrick, Herrington & Sutcliffe LLP

51 West 52nd Street
New York, NY 10019-6142

+1 212 506 5000

orrick.com

Lisa Tonery

E ltoney@orrick.com

D +1 212 506 3710

F +1 212 506 5151

**Re: Louisiana LNG Infrastructure LLC
FE Docket No. 16-144-LNG
DOE/FE Order Nos. 3968, 3968-A, 3968-B, 4373, 4373-A & 4373-B
Long-Term LNG Sale and Purchase Agreement**

To Whom It May Concern:

Louisiana LNG Infrastructure LLC (“Louisiana LNG”), pursuant to the Export Authorizations¹ issued by the U.S. Department of Energy, Office of Fossil Energy and Carbon Management (“DOE/FECM”), hereby submits a summary of major contract provisions² as well as a non-redacted copy of the liquefied natural gas (“LNG”) sale and purchase agreement between Louisiana LNG LLC, an affiliate of Louisiana LNG, and Uniper Global Commodities SE (together, the “Parties”) dated April 16, 2025 (“Agreement”).

Condition D(1) of Order No. 3968 and Condition I(i) of Order No. 4373 require Louisiana LNG to file, or cause others to file, with the Office of Regulation, Analysis, and Engagement a non-

¹ *Driftwood LNG LLC*, Order granting Long-Term, Multi-Contract Authorization to Export Liquefied Natural Gas By Vessel From the Proposed Driftwood LNG Facility in Calcasieu Parish, Louisiana, to Free Trade Agreement Nations, DOE/FE Order No. 3968, FE Docket No. 16-144-LNG (Feb. 28, 2017) (“*Order No. 3968*”); *Driftwood LNG LLC*, Order Amending Long-Term, Multi-Contract Authorization to Export Liquefied Natural Gas By Vessel from the Proposed Driftwood LNG Facility in Calcasieu Parish Louisiana, to Free Trade Agreement Nations, DOE/FE Order No. 3968-A, FE Docket No. 16-144-LNG (Dec. 6, 2018) (together with Order No. 3968, “*FTA Authorization*”); *Driftwood LNG LLC*, Opinion and Order Granting Long-Term Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Nations, DOE/FE Order No. 4373, FE Docket No. 16-144-LNG (May 2, 2019) (“*Order No. 4373*”); *Driftwood LNG LLC*, Order Extending Export Term for Authorization to Non-Free Trade Agreement Nations Through December 31, 2050, DOE/FE Order No. 4373-A, FE Docket No. 16-144-LNG (Dec. 10, 2020) (together with Order No. 4373, “*Non-FTA Authorization*”); *Louisiana LNG Infrastructure LLC*, Order Granting Request to Amend Authorizations to Export Liquefied Natural Gas to Reflect Corporate Name Change, DOE/FECM Order Nos. 3968-B & 4373-B, Docket No. 16-144-LNG (Feb. 26, 2025) (changing the name of the authorization holder of the FTA Authorization and the Non-FTA Authorization). The FTA Authorization and Non-FTA Authorization are referred to collectively herein as the “*Export Authorizations*”. In light of the authorization holder’s corporate name change from Driftwood LNG LLC to Louisiana LNG Infrastructure LLC, and DOE/FECM’s approval of such, this filing references the Export Authorizations (individually and collectively) as having been issued in the name of Louisiana LNG Infrastructure LLC.

² See Attachment A.



redacted copy of all executed long-term contracts associated with the long-term export of LNG. Additionally, DOE/FECM has stated that such long-term contracts may be filed under seal because it “recognizes that some information in ... long-term commercial agreements associated with the export of LNG ... may be commercially sensitive.”³ Under the Export Authorizations, DOE/FECM provided that, should Louisiana LNG file, or cause to be filed, long-term contracts under seal, it also must file either: (i) a copy of the long-term contract with commercially sensitive information redacted, or (ii) a summary of all major provisions of the contract.

The Agreement contains significant, sensitive privileged and confidential information that is both commercial and financial, the release of which would cause competitive and financial harm to the Parties by providing such proprietary, commercially valuable information to competitors and future counterparties. Therefore, the Agreement is being provided to DOE/FECM under seal, via overnight mail. In this regard, and consistent with Order Nos. 3968 and 4373, Attachment A hereto provides a public summary of the major provisions of the Agreement.

Should you have any questions, please contact the undersigned at (212) 506-3710.

Respectfully submitted,

/s/ Lisa M. Tonery
Lisa M. Tonery
Jacob I. Cunningham
Attorneys for Louisiana LNG Infrastructure LLC

³ Order No. 3968, at 8; Order No. 4373, at 66.

Attachment A
LNG Sale and Purchase Agreement
Public Summary

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

DOE/FE Order Nos. 3968, 3968-A, 3968-B, 4373, 4373-A & 4373-B
FE Docket No. 16-144-LNG

2. LNG Liquefaction/Export Facility and Location:

The proposed natural gas liquefaction and export facility constructed and operated by Louisiana LNG Infrastructure LLC to be located near the city of Carlyss in Calcasieu Parish, Louisiana (the “Woodside Louisiana LNG Project”).

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

The Seller is Louisiana LNG LLC, an affiliate of the export authorization holder, Louisiana LNG Infrastructure LLC, under DOE/FE Order Nos. 3968, 3968-A, 3968-B, 4373, 4373-A & 4373-B.

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

Seller: Louisiana LNG LLC
Buyer: Uniper Global Commodities SE

5a. Contract Type:

LNG Sale and Purchase Agreement

5b. Firm or Interruptible:

Firm

6. Date of the Contract:

April 16, 2025

7. Contract Term:

The agreement is effective from the effective date of April 16, 2025, and is in force and effect for up to 13 years following the date that the second liquefaction train at the Woodside Louisiana LNG Project starts commercial operations, unless terminated earlier in accordance with the provisions of the agreement.

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

The annual contract quantity of LNG for each contract year will be 52,400,000 MMBtu, as adjusted pursuant to certain other provisions of the agreement.

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

The agreement includes provisions that require the buyer to pay Seller damages for the Buyer’s unexcused 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):

Louisiana LNG LLC

12. Export Destination Restrictions in the Contract:

The LNG sales and purchase agreement restricts delivery of LNG received by Buyer from Seller to destination countries permitted under the applicable DOE/FECM authorization.

13. Re-Sale Provisions:

The LNG sale and purchase agreement contains provisions providing that the Buyer may only resell or transfer LNG to countries and/or purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to destination countries permitted and lawful under the applicable DOE/FECM authorization, and that each party agrees to comply with the DOE/FECM authorizations, including incorporating into any resale agreement for LNG (sold under the LNG sale and purchase agreement) the necessary conditions to ensure compliance with the DOE/FECM authorizations.

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

None