

June 25, 2025

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Ms. Amy Sweeney, Director  
Office of Regulatory, Analysis and Engagement  
Office of Fossil Energy and Carbon Management  
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 Contract and Summary  
DOE/FECM Docket No. 19-134-LNG; DOE/FECM Order Nos. 4521, 5238**

Dear Ms. Sweeney:

Pursuant to Ordering Paragraph D of DOE/FECM Order 4521, and Ordering Paragraph F of DOE/FECM Conditional Order 5238, Commonwealth LNG, LLC (“Commonwealth”) submits for filing under seal by overnight mail, a non-redacted copy of a long-term sale and purchase agreement (“SPA”), entered into with JERA Co., Inc. (“JERA”) on May 30, 2025 for the sale and long-term export of liquefied natural gas (“LNG”) from the Commonwealth LNG terminal. Commonwealth respectfully requests confidential treatment of the JERA SPA to the greatest extent permitted by law because it contains highly confidential and commercially sensitive and proprietary information.

Consistent with Ordering Paragraph D of DOE/FECM Order 4521, and Ordering Paragraph F of DOE/FECM Conditional Order 5238, Commonwealth also includes with this filing a summary of the JERA SPA for public posting.

If you have any questions regarding this filing, please contact the undersigned.

Best regards,

/s/Timothy J. Furdyna  
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**LNG SALE AND PURCHASE AGREEMENT (FOB), DATED MAY 30, 2025, BETWEEN  
COMMONWEALTH LNG, LLC  
AND  
JERA CO, INC.**

**SUMMARY OF MAJOR PROVISIONS**

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

DOE/FE Order No.: 4521, 5238  
FE Docket No.: 19-134-LNG

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

The Commonwealth LNG, LLC 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, LLC the owner of the Commonwealth LNG Terminal.

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

Seller: Commonwealth LNG, LLC  
Buyer: JERA Co., Inc.

**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:**

May 30, 2025

**7. Contract Term:**

A supply period of twenty (20) years, currently expected to commence in 2030.

**8. Annual Quantity:**

A quantity of approximately 1 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