

From: [Knight, Thomas](#)
To: [FERGAS](#)
Cc: [Sweeney, Amy](#); [Ulrey, Peri](#)
Subject: [EXTERNAL] Lake Charles LNG - Submission of Public Contract Summary
Date: Thursday, June 5, 2025 4:05:24 PM
Attachments: [image001.png](#)
[Lake Charles LNG.Major Provisions Summary.Jun 5 2025.pdf](#)

Attn: DOE Docket Nos. 11-59-LNG, 13-04-LNG, 16-109-LNG and 16-110-LNG

Good afternoon. On behalf of Energy Transfer LNG Export, LLC, Lake Charles Exports, LLC and Lake Charles LNG Export Company, LLC, please find attached the public contract summary of the LNG Sale and Purchase Agreement (free on board) dated as of April 10, 2025 ("Agreement"). The full effectiveness of the Agreement was subject to buyer receiving all necessary internal approvals with respect to the Agreement. On or about May 29, 2025, buyer received all such necessary internal approvals and, Energy Transfer issued a press release on May 29, 2025 publicly announcing the execution of the Agreement.

We are submitting the public contract summary in accordance with DOE Order Nos. 2987, 3324 and 4011 (granting authorizations to Lake Charles Exports, LLC) (each as may have been amended) and DOE Order Nos. 3252, 3868 and 4010 (granting authorizations to Lake Charles LNG Export Company, LLC) (each as may have been amended).

I am separately overnighting to Mrs. Sweeney's attention under seal an unredacted, non-public copy of the Agreement and requesting confidential treatment of such agreement, as it contains commercially sensitive information.

Please let me know if you have any questions. Thank you for your assistance.

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LNG Sale and Purchase Agreement (free on board), dated April 10, 2025, between Energy Transfer LNG Export, LLC and Kyushu Electric Power Co., Inc. (“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) (each as may have been amended).

2. LNG Liquefaction/Export Facility and Location:

Seller intends to make available LNG from the Lake Charles Facility (located in Lake Charles, Calcasieu Parish, Louisiana). Subject to providing notice to Buyer and subject to the prior written consent of Buyer and other terms and conditions set out in the Agreement, Seller may nominate to make available LNG for loading by Buyer at any alternative source located in the U.S. State of Texas or Louisiana.

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: Kyushu Electric Power Co., Inc.

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

LNG Sale and Purchase Agreement

b. Firm or Interruptible Contract:

Firm

6. Date of the Contract:

April 10, 2025. (Note that the full effectiveness of the Agreement was subject to Buyer receiving all necessary internal approvals with respect to the Agreement. On or about May 29, 2025, Buyer received all such necessary internal approvals and, Energy Transfer issued a press release on May 29, 2025 publicly announcing the execution of the Agreement.)

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 date of the Train 3 commencement of deliveries.

8. Annual Quantity:

An annual contract quantity for each contract year shall be fifty-two million five hundred and ten thousand (52,510,000) MMBTU.

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

Pursuant to the terms and conditions of the Agreement, Seller shall sell and make available to Buyer for delivery, or compensate Buyer if not made available for delivery, and Buyer shall take and pay for, or compensate Seller if not taken, LNG at the point at which the inlet flange of the relevant LNG ship connects to the loading lines at the Lake Charles Facility and in the quantities and at the prices set forth in and otherwise in accordance with and subject to the provisions of the Agreement, 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 alternative source located in the U.S. State of Texas or Louisiana.

12. Export Destination Restrictions in the Contract:

The Agreement provides that Buyer will resell or transfer LNG purchases pursuant to the Agreement for delivery only to countries identified in the applicable export authorizations and 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 for the parties to agree to 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.