From:	Knight, Thomas
То:	FERGAS
Cc:	<u>Sweeney, Amy; Ulrey, Peri</u>
Subject:	[EXTERNAL] Lake Charles LNG - Submission of Public Contract Summary
Date:	Tuesday, July 8, 2025 10:17:28 AM
Attachments:	image001.png Lake Charles LNG.Major Provisions Summary. July 8 2025.pdf

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

Good morning. 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 dated as of May 6, 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 June 25, 2025, buyer received all such necessary internal approvals and, Energy Transfer issued a press release on June 25, 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, dated May 6, 2025 between Energy Transfer LNG Export, LLC and Chevron U.S.A. 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:

LNG may be delivered by Seller to Buyer at the Lake Charles Facility (located in Lake Charles, Calcasieu Parish, Louisiana) or certain alternate sources located in the U.S. Gulf subject to Buyer's prior written consent and other 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 LNG import terminal), (ii) Lake Charles Exports, LLC (holder of DOE authorizations) and (iii) Lake Charles LNG Export Company, LLC (holder of DOE authorizations and owner and operator of the Lake Charles LNG export terminal when constructed).

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

Seller: Energy Transfer LNG Export, LLC Buyer: Chevron U.S.A. 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:

May 6, 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 June 25, 2025, Buyer received all such necessary internal approvals and, Energy Transfer issued a press release on June 25, 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 for a term of twenty years following the commercial operation date of the applicable train of the Lake Charles Facility.

#### 8. Annual Quantity:

An annual contract quantity of LNG equal to approximately seventeen million five hundred three thousand, three hundred thirty-three (17,503,333) MMBTU per full calendar year for each train of the Lake Charles Facility, up to a maximum of fifty-two million, five hundred ten thousand (52,510,000) MMBTU per full calendar year.

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

Pursuant to the terms and conditions of the Agreement, Seller shall sell and make available 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 outboard (presentation) face of the flange coupling of the LNG loading arm at the Lake Charles Facility (or an alternate LNG liquefaction terminal) joins the flange coupling of the LNG intake manifold of the relevant LNG ship 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 Export 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 located in the U.S. Gulf.

#### 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.