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August 26, 2025

**VIA EMAIL (FERGAS@HQ.DOE.GOV)**

Amy Sweeney  
Director, Office of Regulation, Analysis and Engagement (FE-34)  
Office of Resource Sustainability  
Office of Fossil Energy and Carbon Management  
1000 Independence Ave., S.W.  
Washington, DC 20585

Re: *Port Arthur LNG Phase II, LLC*, FE Docket No. 20-23-LNG  
**Long-Term Contract Summary - Sale and Purchase Agreement**

Dear Ms. Sweeney:

Port Arthur LNG Phase II, LLC (“PALNGII”) has received from the Department of Energy, Office of Fossil Energy and Carbon Management (“DOE/FECM”) (a) long-term, multi-contract authorization to export liquefied natural gas (“LNG”) to nations with whom the United States has not entered into a Free Trade Agreement requiring the national treatment for trade in natural gas, *see* DOE/FECM Order No. 4562 in Docket No. 20-23-LNG,<sup>1</sup> and (b) long-term, multi-contract authorization to export LNG to nations with whom the United States has not entered into a Free Trade Agreement requiring the national treatment for trade in natural gas, *see* DOE/FECM Order No. 5292 in Docket No. 20-23-LNG.<sup>2</sup>

PALNGII submits herewith for filing public summary of a Sale and Purchase Agreement (“Agreement”) it has executed with JERA Co., Inc.:

- LNG Sale and Purchase Agreement (FOB) Between Porth Arthur LNG Phase II, LLC (Seller) and JERA Co., Inc. (Buyer), dated July 30, 2025.

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<sup>1</sup> *See Port Arthur LNG Phase II, LLC*, DOE/FECM Order No. 4562, Order Granting Long-Term Authorization to Export Liquefied Natural Gas to Free Trade Agreement Nations (July 14, 2020).

<sup>2</sup> *See Port Arthur LNG Phase II, LLC*, DOE/FECM Order No. 5292, Order Granting Long-Term Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Nations (May 29, 2025).

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PALNGII is separately filing unredacted copies of the Agreement with DOE/FECM under seal.

Please contact the undersigned with any questions regarding this submission.

Regards,

*/s/ Brett A. Snyder*

Brett Snyder  
*Counsel for Port Arthur LNG Phase II, LLC*

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**LONG TERM CONTRACT – LNG SALE AND PURCHASE AGREEMENT  
MAJOR PROVISIONS SUMMARY**

- 1. *DOE/FECM Order No(s):*** DOE/FECM Order Nos. 4562, 5292, 5292-A  
***DOE/FECM Docket No:*** Docket No. 20-23-LNG

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

Port Arthur LNG Phase II facility located in Port Arthur, Texas.

- 3. *Describe affiliation with LNG Liquefaction Export Facility (e. g., owner, capacity holder, etc.):***

The contract has been entered into by the owner of the Port Arthur LNG Phase 2 liquefaction and export facility located in Port Arthur, Texas.

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

JERA Co., Inc. (“Buyer”)

Port Arthur LNG Phase II, LLC (“Seller”)

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

LNG Sale and Purchase Agreement (FOB)

- 6. *Date of Contract:***

July 30, 2025

- 7. *Contract Term:***

20 years from Date of First Commercial Delivery.

- 8. *Annual Quantity:***

78,000,000 MMBtu.

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

The agreement provides that Buyer shall take and pay for, or compensate Seller in accordance with the agreement if not taken, such LNG, in the quantities and at the prices set forth in and otherwise in accordance with and subject to the provisions of the agreement.

- 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):***

Port Arthur LNG Phase II, LLC

***12. Export Destination Restrictions in the Contract:***

The contract restricts exports of LNG received by the Buyer from the Seller to destination countries permitted under (i) the applicable DOE/FECM export authorizations and (ii) U.S. law.

***13. Resale Provisions:***

Buyer acknowledges and agrees that it will resell or transfer LNG purchased under the agreement for delivery only to the countries identified in the relevant DOE/FECM export authorizations and/or to purchasers that have agreed in writing to limit their direct or indirect resale of such LNG to such countries.

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

None.

I affirm that the foregoing is true and accurate to the best of my knowledge.

**DATED:** August 26, 2025

**SUBMITTED BY:**

*/s/ Jerrod L. Harrison*

Jerrod L. Harrison

Port Arthur LNG Phase II, LLC