

Phone: +1 (202) 420-2656
Fax: +1 (202) 379-9027
Email: brett.snyder@blankrome.com

October 21, 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 – Flex LNG Sale and Purchase Agreement (FOB)**

Dear Ms. Sweeney:

Port Arthur LNG Phase II, LLC (“PALNG2”) 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,¹ 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.²

PALNG2 submits herewith for filing a public summary of a Flex LNG Sale and Purchase Agreement (FOB) (“Agreement”) it has executed with SI LNG Optimization Services, LLC, dated September 22, 2025.

PALNG2 is separately filing an unredacted copy of the Agreement with DOE/FECM under seal.

Please contact the undersigned with any questions regarding this submission.

¹ *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).

² *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).

Amy Sweeney
October 21, 2025
Page 2

Regards,

/s/ Brett A. Snyder

Brett Snyder
Counsel for Port Arthur LNG Phase II, LLC

BAS
Enclosures

**LONG TERM CONTRACT – FLEX LNG SALE AND PURCHASE AGREEMENT
(FOB)
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 2 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:***

SI LNG Optimization Services, LLC (“Buyer”)

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

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

Flex LNG Sale and Purchase Agreement (FOB)

- 6. *Date of Contract:***

September 22, 2025

- 7. *Contract Term:***

The agreement shall continue in full force and effect until the thirtieth (30th) anniversary of the date on which T4 Date of First Commercial Delivery has occurred under the agreement.

- 8. *Annual Quantity:***

The Adjusted Annual Contract Quantity for each Contract Year shall be equal to the variable volume (if any) offered by Seller and accepted by Buyer pursuant to the terms of the agreement for the relevant Contract Year. This amount may be zero in any given Contract Year.

- 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: October 21, 2025

SUBMITTED BY:

/s/ Jerrod L. Harrison

Jerrod L. Harrison

Port Arthur LNG Phase II, LLC