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**LATHAM & WATKINS** LLP

April 7, 2026

Ms. Amy Sweeney  
U.S. Department of Energy  
Office of Global Energy Security  
Hydrocarbons and Geothermal Energy Office  
1000 Independence Ave., S.W.  
Washington, D.C. 20585  
[fergas@hq.doe.gov](mailto:fergas@hq.doe.gov)

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Attention: Venture Global CP2 LNG, LLC  
Docket No. 21-131-LNG  
**PRIVILEGED AND CONFIDENTIAL** Submission of Contracts  
and Summary of Major Provisions of Contracts for Public Posting

Dear Ms. Sweeney:

Venture Global CP2 LNG, LLC (“CP2 LNG”) was granted in Docket No. 21-131-LNG long-term, multi-contract authority to export liquefied natural gas (“LNG”) to (1) nations with which the United States has or subsequently enters into a Free Trade Agreement (“FTA”) requiring the national treatment of natural gas in Order No. 4812 issued on April 22, 2022 and (2) to nations with which there is not such an FTA but with which trade is not prohibited in Order No. 5264-A issued on October 21, 2025. Ordering Paragraph (D) of Order No. 4812 and Ordering Paragraph (F) of Order No. 5264-A require CP2 LNG to file a non-redacted copy of all executed long-term contracts associated with the long-term export of LNG from its Project within thirty days of contract execution. If a contract is filed under seal and subject to a claim of confidentiality or privilege, the Orders require CP2 LNG to file for public posting a summary of the non-proprietary, major provisions of the contract.

CP2 LNG has entered into three separate LNG Sales and Purchase Agreement (“SPAs”) with Venture Global Commodities, LLC, all of which are consolidated in this submission due to the commonality of the parties. The contracts are highly confidential and contain commercially valuable and proprietary information the disclosure of which would cause competitive and financial harm to the parties to the contracts. Therefore, CP2 LNG is submitting the attached summaries for public posting of the major, non-proprietary provisions of the three contracts. The summary utilizes the template typically followed by other LNG export projects, as well as by CP2 LNG itself, when filing such contracts.

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In addition, CP2 LNG is contemporaneously transmitting a full and unredacted copy of the three contracts in a separate, confidential communication directed solely to the addressee. CP2 LNG respectfully requests that the contracts be treated and maintained as confidential to the greatest extent permitted by law.

If you have any questions about the filed SPAs, or related matters, please contact the undersigned counsel for CP2 LNG.

Sincerely,

*/s/ J. Patrick Nevins* \_\_\_\_\_

J. Patrick Nevins

Latham & Watkins LLP

[Patrick.Nevins@lw.com](mailto:Patrick.Nevins@lw.com)

D (202) 637-3363

*Counsel for Venture Global CP2 LNG, LLC*

Enclosure

**LNG SALES AND PURCHASE AGREEMENT (FOB), DATED JULY 28, 2025,  
BETWEEN  
VENTURE GLOBAL CP2 LNG, LLC AND  
VENTURE GLOBAL COMMODITIES, LLC  
(CONTRACT #3 – PHASE 1 EXCESS CAPACITY)**

**SUMMARY OF MAJOR PROVISIONS**

**1. DOE Order/FE Docket Nos.:**

DOE Order Nos. 4812 and 5264-A  
Docket No. 21-131-LNG.

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

The CP2 LNG Facility located on a site adjacent to the Calcasieu Ship Channel in Cameron Parish, Louisiana.

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

The contract has been entered into by Venture Global CP2 LNG, LLC, the owner of the CP2 LNG Facility (the LNG liquefaction and export facility).

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

Seller: Venture Global CP2 LNG, LLC

Buyer: Venture Global Commodities, LLC

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

LNG Sales and Purchase Agreement (FOB).

**b. Firm or Interruptible Contract:**

Firm.

**6. Date of the Contract:**

July 28, 2025.

## **7. Contract Term:**

The term of the contract commences on the date of execution. The obligations to sell and deliver, and to purchase and pay for, LNG under the contract become effective on the Commercial Operation Date of Phase 1 of the CP2 LNG Facility, provided that all conditions precedent are satisfied or waived. Once Phase 1 of the CP2 LNG Facility becomes commercially operable, the contract then continues in effect for twenty (20) years. Buyer may extend the contract term for up to ten (10) additional years by notice to Seller in accordance with specified conditions.

## **8. Annual Quantity:**

The annual contract quantity shall be determined by Seller each year based on its good faith determination of the quantity it can commit to produce during the upcoming contract year in excess of the nameplate design capacity of Phase 1 of the CP2 LNG Facility, defined contractually as seventeen decimal two eight (17.28) million metric tons per annum, taking into account any necessary limitations or restrictions applicable Seller during such contract year.

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

Subject to and in accordance with the terms and conditions of the contract, commencing on the Commercial Operation Date of Phase 1 of the CP2 LNG Facility, Seller shall sell and make available for delivery, or compensate Buyer if not made available for delivery, export cargos at the point at which the flange coupling of the LNG loading arms at the CP2 LNG Facility joins the flange coupling of the LNG intake manifold of the relevant LNG tanker, and Buyer shall take and pay for, or compensate Seller if not taken, a specified volume of LNG per contract year.

## **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 a purchase or sale of natural gas, please mark this section "Not Applicable":**

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):**

Venture Global CP2 LNG, LLC

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

Buyer may elect any destination, except that the contract restricts exports of LNG to destination countries permitted under (i) the applicable DOE export authorizations and (ii) U.S. law.

**13. Resale Provisions:**

The contract requires that Buyer will resell or transfer LNG delivered under the contract only to countries allowed by the DOE export authorizations and/or to purchasers or transferees that have agreed in writing to limit their direct and indirect resale or transfer 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.

Submitted by:

/s/ J. Patrick Nevins

J. Patrick Nevins  
Latham & Watkins LLP

*Counsel for Venture Global CP2 LNG, LLC*

Dated: April 7, 2026