

May 12, 2026

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Ms. Amy Sweeney, Director  
Hydrocarbons and Geothermal Energy Office  
U.S. Department of Energy  
Forrestal Building, FE-34  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585

**Re: Commonwealth LNG, LLC – Submission of Long-Term Contract and Summary  
DOE/FECM Docket No. 19-134-LNG; DOE/FECM Order Nos. 4521, 5238-A**

Dear Ms. Sweeney:

Pursuant to Ordering Paragraph D of DOE/FECM Order 4521, and Ordering Paragraph F of DOE/FECM Order 5238-A, Commonwealth LNG, LLC (“Commonwealth”) submits for filing under seal by overnight mail, non-redacted copies of three amendments to the long-term sale and purchase agreement (“SPA”), initially entered into with Glencore LTD (“Glencore”) on May 13, 2025 for the sale and long-term export of liquefied natural gas (“LNG”) from the Commonwealth LNG terminal. These amendments were entered into on the following dates:

- Amendment No. 1 — December 30, 2025
- Amendment No. 2 — March 25, 2026
- Amendment No. 3 — April 22, 2026

These amendments revise certain aspects of the Glencore SPA currently on file with DOE/HGEO, including the contracted annual quantity, buyer/seller obligations, and other administrative modifications. These amendments do not otherwise materially alter the terms of the SPA. Consistent with Ordering Paragraph D of DOE/FECM Order 4521, and Ordering Paragraph F of DOE/FECM Order 5238-A, Commonwealth also includes with this filing a summary of the main provisions of the Glencore SPA following these amendments for public posting.

If you have any questions regarding this filing, please contact the undersigned.

Best regards,

/s/Timothy J. Furdyna

Timothy J. Furdyna

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**LNG SALE AND PURCHASE AGREEMENT (FOB) BETWEEN  
COMMONWEALTH LNG, LLC  
AND  
GLENCORE LTD**

**SUMMARY OF MAJOR PROVISIONS**

**1. DOE Order/FECM Docket No(s):**

DOE/FECM Order No.: 4521, 5238-A  
DOE/FECM Docket No.: 19-134-LNG

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

The Commonwealth LNG, LLC Terminal to be located on the Calcasieu Ship Channel in Cameron Parish, Louisiana.

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

The contract was entered into by Commonwealth LNG, LLC the owner of the Commonwealth LNG Terminal.

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

Seller: Commonwealth LNG, LLC  
Buyer: Glencore LTD

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

LNG Sale and Purchase Agreement (the contract)

**b. Firm or Interruptible Contract:**

Firm

**6. Date of the Contract:**

May 13, 2025; Amended on December 30, 2025, March 25, 2026, and April 22, 2026.

**7. Contract Term:**

A supply period of twenty (20) years.

**8. Annual Quantity:**

A quantity of approximately 2 million tonnes per annum ("mtpa"), subject to the terms and conditions of the contract.

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

Pursuant to the terms of the contract, during any contract year, the Seller is obliged to make available to Buyer the scheduled cargo quantity, or compensate Buyer if not made available, unless otherwise excused under the contract. Similarly, during any contract year, the Buyer is obliged to take and pay for the scheduled cargo quantity, or compensate the Seller if not taken, unless otherwise excused under the contract.

**10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate:**

Commonwealth LNG, LLC

**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):**

Commonwealth LNG, LLC

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

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

**13. Resale Provisions:**

The contract provides for the parties to agree to comply with the applicable export authorizations, including incorporating into any resale contract for LNG sold under the contract the necessary conditions to ensure compliance with the applicable export authorizations and U.S. law.

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

None