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October 26, 2018

### **By Electronic Mail**

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U.S. Department of Energy Office of Fossil Energy Office of Oil and Gas Global Security and Supply <u>fergas@hq.doe.gov</u> P.O. Box 44375 Washington, D.C. 20026-4375

Attention:Venture Global Plaquemines LNG, LLCFE Docket No. 16-28-LNG**PRIVILEGED AND CONFIDENTIAL** Submission of Contract<br/>and Summary of Major Provisions of Contract for Public Posting

Dear Ms. Sweeney:

Venture Global Plaquemines LNG, LLC ("Plaquemines LNG") was granted long-term, multicontract authority to export liquefied natural gas (LNG) to nations with whom the United States has entered into a Free Trade Agreement requiring the national treatment of natural gas in Order No. 3866 issued in FE Docket No. 16-28-LNG on July 21, 2016. Ordering Paragraph (D) of that Order requires Plaquemines 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 Ordering Paragraph also requires Plaquemines LNG to file for public posting a summary of the non-proprietary, major provisions of the contract.

In accordance with this requirement of its export authorizations, Plaquemines LNG hereby submits, under seal on a confidential basis, a full and unredacted copy of the LNG Sales and Purchase Agreement (FOB) by and between Plaquemines LNG and POLSKIE GÓRNICTWO NAFTOWE I GAZOWNICTWO SPÓŁKA AKCYJNA, dated as of September 28, 2018. This contract is highly confidential and contains commercially valuable and proprietary information the disclosure of which would cause competitive and financial harm to the parties to the contract.

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Accordingly, Plaquemines LNG respectfully requests that the contract be treated and maintained as confidential to the greatest extent permitted by law.

Plaquemines LNG also includes with this filing a summary, for public posting, of the major nonproprietary provisions of the contract. The summary utilizes the template followed by several other LNG projects when complying with the same contract filing requirement.

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

Sincerely,

/s/ J. Patrick Nevins J. Patrick Nevins Latham & Watkins LLP Patrick.Nevins@lw.com D (202) 637-3363

Counsel for Venture Global Plaquemines LNG, LLC

Enclosure

### LNG SALES AND PURCHASE AGREEMENT (FOB), DATED SEPTEMBER 28, 2018, BETWEEN VENTURE GLOBAL PLAQUEMINES LNG, LLC AND POLSKIE GÓRNICTWO NAFTOWE I GAZOWNICTWO SPÓŁKA AKCYJNA

### SUMMARY OF MAJOR PROVISIONS

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

DOE Order No. 3866 and FE Docket Nos. 16-28-LNG.

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

The Plaquemines LNG Facility to be located on a site on the west bank of the Mississippi River in Plaquemines 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 Plaquemines LNG, LLC, the owner of the Plaquemines LNG Facility (the LNG liquefaction and export facility).

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

Seller: Venture Global Plaquemines LNG, LLC

Buyer: POLSKIE GÓRNICTWO NAFTOWE I GAZOWNICTWO SPÓŁKA AKCYJNA, a joint stock company organized under the laws of Poland.

## 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:

September 28, 2018.

### 7. Contract Term:

The term of the contract commences on the date of execution. The obligations to sell and deliver, and to take and pay for, LNG under the contract become effective on the Commercial Operation Date of the Plaquemines LNG Facility, provided that all conditions precedent are

satisfied or waived. Once the Plaquemines 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 is equal to fifty-two million (52,000,000) MMBtu, or approximately one million (1,000,000) metric tonnes per annum.

### 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 the Plaquemines 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 transfer line at the Plaquemines LNG Facility joins the flange coupling of the LNG intake manifold of an LNG tanker, and Buyer shall take and pay for, or compensate Seller if not taken, such export cargos.

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 Plaquemines 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/FE 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/FE 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:

<u>/s/ J. Patrick Nevins</u> J. Patrick Nevins Latham & Watkins LLP

Counsel for Venture Global Plaquemines LNG, LLC

Dated: October 26, 2018