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LATHAM & WATKINS LLP

October 11, 2022

Ms. Amy Sweeney
U.S. Department of Energy
Office of Fossil Energy and Carbon Management
Office of Regulation, Analysis, and Engagement
1000 Independence Ave., S.W.
Washington, D.C. 20585
fergas@hq.doe.gov

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

Dear Ms. Sweeney:

Venture Global CP2 LNG, LLC (“CP2 LNG”) was granted long-term, multi-contract authority to export liquefied natural gas (“LNG”) to 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 in Docket No. 21-131-LNG on April 22, 2022. CP2 LNG’s application for authorization to export LNG to non-FTA nations remains pending in that proceeding. Ordering Paragraph (D) of Order No. 4812 requires 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 Order requires CP2 LNG to file for public posting a summary of the non-proprietary, major provisions of the contract.

In accordance with these requirements, CP2 LNG submitted on June 23, 2022, under seal on a confidential basis, a full and unredacted copy of the LNG Sales and Purchase Agreement (FOB) by and between and EnBW Energie Baden-Württemberg AG (“EnBW”), dated as of June 10, 2022 (the “SPA”), along with a summary, for public posting, of the major non-proprietary provisions of the SPA. The summary explained that the SPA provided EnBW the right, subject to certain conditions, to increase its annual contract quantity by irrevocable written notice to CP2 LNG.

Pursuant to the SPA, EnBW has delivered to CP2 LNG an irrevocable written notice on September 29, 2022, electing to increase the annual contract quantity of the SPA from

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approximately 750,000 metric tonnes per annum to approximately 1,000,000 metric tonnes per annum. The notice does not affect any of the other material contract terms included in the public summary. Accordingly, CP2 LNG submits here a new public summary of the terms of the SPA, revised only to reflect the modified quantity term and to reference the written notice EnBW delivered to CP2 LNG.

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

Sincerely,

/s/ J. Patrick Nevins

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Counsel for Venture Global CP2 LNG, LLC

Enclosure

**LNG SALES AND PURCHASE AGREEMENT (FOB), DATED JUNE 10, 2022
BETWEEN
VENTURE GLOBAL CP2 LNG, LLC AND
ENBW ENERGIE BADEN-WÜRTTEMBERG AG,
AS MODIFIED SEPTEMBER 29, 2022**

SUMMARY OF MAJOR PROVISIONS

1. DOE Order/FE Docket Nos.:

DOE Order No. 4812
Docket No. 21-131-LNG.

2. LNG Liquefaction/Export Facility and Location:

The CP2 LNG Facility to be 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 proposed 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: EnBW Energie Baden-Württemberg AG

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:

June 10, 2022, as modified September 29, 2022.

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:

Pursuant to a written notice from Buyer to CP2 LNG to increase the annual contract quantity, in accordance with the terms of contract, the annual contract quantity is equal to fifty-one million (51,000,000) MMBtu, or approximately 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 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, 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 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/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:

/s/ J. Patrick Nevins

J. Patrick Nevins
Latham & Watkins LLP

Counsel for Venture Global CP2 LNG, LLC

Dated: October 11, 2022