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December 11, 2020

VIA EMAIL (FERGAS@HQ.DOE.GOV)

Amy Sweeney
Director, Division of Natural Gas Regulation
Office of Regulation, Analysis and Engagement
Office of Fossil Energy, FE-34
1000 Independence Ave., S.W.
Washington, DC 20585

Re: *ECA Liquefaction, S. de R.L. de C.V.,*
FE Docket No. 18-144-LNG (ECA Mid-Scale Project)
LNG Sale and Purchase Agreement Summaries

Dear Ms. Sweeney:

ECA Liquefaction, S. de R.L. de C.V. (“ECA Liquefaction”) has received from the Department of Energy Office of Fossil Energy (“DOE/FE”) (1) long-term, multi-contract 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 for trade in natural gas, *see* DOE/FE Order No. 4317, FE Docket No. 18-144-LNG (Jan. 25, 2019); and (2) long-term, multi-contract authority 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/FE Order No. 4364, FE Docket No. 18-144-LNG (Mar. 29, 2019) (collectively, “Export Authorizations”).¹

¹ The Export Authorizations were initially issued to Energía Costa Azul, S. de R.L. de C.V. (“ECA”). On August 15, 2019, ECA filed and ECA Liquefaction filed an application with DOE to transfer the Export Authorizations to ECA Liquefaction. *See* Application to Transfer Long-Term, Multi-Contract Authorizations to Export Natural Gas to Mexico and to Export Liquefied Natural Gas from Mexico to Free Trade Agreement and Non-Free Trade Agreement Nations, FE Docket No. 18-144-LNG (Aug. 15, 2019). On October 7, 2019, DOE/FE granted the requested transfer of the authorizations. *See* Order Granting Request to Transfer Authorizations, FE Docket No. 18-144-LNG (October 7, 2019).

Pursuant to the long-term contract filing requirements of the Export Authorizations, as well as Ordering Paragraph H of DOE/FE Order No. 4364 and Ordering Paragraph D of DOE/FE Order No. 4317, ECA Liquefaction submits herewith for filing summaries of LNG Sale and Purchase Agreements (“SPAs”) that ECA Liquefaction has executed with Total Gas & Power Asia Private Limited and Mitsui & Co., Ltd.² ECA Liquefaction is separately filing unredacted copies of the SPAs under seal. The format for these summaries is the same format used by other DOE/FE authorization holders.

Please contact the undersigned with any questions regarding this submission.

Respectfully submitted,

/s/ Brett A. Snyder

Brett A. Snyder
Counsel for ECA Liquefaction, S. de R.L. de C.V.

BAS:
Enclosures

² On November 17, 2020, ECA Liquefaction reached a positive final investment decision related to the ECA Mid-Scale Project.

**LONG TERM CONTRACT-LNG EXPORTS
MAJOR PROVISIONS SUMMARY**

1. *DOE/FE Order No(s):* DOE/FE Order Nos. 4317 & 4364
DOE/FE Docket No: FE Docket No. 18-144-LNG

2. *LNG Liquefaction/Export Facility and Location*

ECA Liquefaction Facility located north of the city of Ensenada, Baja California, Mexico.

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

The contract has been entered into by ECA Liquefaction S. de R.L. de C.V., the owner of the proposed ECA Liquefaction Facility.

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

Seller: ECA Liquefaction, S. de R.L. de C.V.

Buyer: Total Gas & Power Asia Private Limited

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

LNG Sale and Purchase Agreement

5b. Firm or Interruptible Contract:

Firm

6. *Date of the Contract*

April 30, 2020

7. *Contract Term*

Initial term commencing on the effective date, April 30, 2020, and ending on the twentieth (20th) anniversary of the Date of First Commercial Delivery, as defined in the contract.

8. *Quantity (Annual and Total, if appropriate, include +/-% flexibility):*

The agreement provides for an annual contract quantity (“ACQ”) of 88,000,000 MMBtu plus any additional ACQ awarded to buyer pursuant to the contract. For the first and final contract years, the ACQ annual ACQ plus any additional ACQ, if any, are pro-rated as set forth in the agreement. The ACQ may be adjusted based on round-up quantities, round-down quantities, major scheduled maintenance quantities, and cancellations.

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

Buyer shall take and pay for, or compensate Seller if not taken, such LNG, in accordance with the quantities and prices set forth in the LNG Sale and Purchase Agreement. This obligation is less any quantities of LNG (i) not made available by Seller for any reason attributable to Seller; (ii) rejected by Buyer due to non-compliance with the applicable LNG quality specifications; (iii) not taken by Buyer for events of *force majeure*; and (iv) any quantities of LNG cancelled due to Buyer's exercise of its cancellation right.

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":

ECA Liquefaction, S. de R.L. de C.V. will be responsible for the long-term supply of natural gas.

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):

Total Gas & Power Asia Private Limited

12. Export Destination Restrictions in the Contract:

The contract restricts exports of LNG received by the buyer from the ECA Liquefaction Facility to destination countries permitted under (i) the applicable DOE/FE Export Authorizations in Order No. 4317 and 4364, (ii) U.S. law, and (iii) Mexican law.

13. Resale Provisions:

The Sale and Purchase Agreement requires that the Buyer resell or transfer LNG purchased under this Agreement in accordance with the DOE/FE Export Authorizations and applicable export controls and sanctions laws. Specifically, the contract requires that: (i) Buyer may only resell or transfer LNG to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to destination countries permitted and lawful under the applicable DOE/FE authorizations; and (ii) Buyer must include in any resale contract necessary conditions to ensure that Seller can meet its obligation to report to DOE/FE the country of destination to which the LNG was actually delivered. The Buyer must provide a report to Seller identifying country(ies) of destination into which LNG was actually delivered during each month.

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: December 11, 2020

SUBMITTED BY:

/s/ Jerrod L. Harrison

Jerrod L. Harrison

Sempra LNG