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March 27, 2023

VIA EMAIL (FERGAS@HQ.DOE.GOV)

Amy Sweeney
Director, Office of Regulation, Analysis and Engagement (FE-34)
Office of Resource Sustainability
Office of Fossil Energy and Carbon Management
1000 Independence Ave., S.W.
Washington, DC 20585

Re: **Port Arthur LNG, LLC, FE Docket Nos. 15-53-LNG, 15-96-LNG & 18-162-LNG
Long-Term Contract Summary**

Dear Ms. Sweeney:

Port Arthur LNG, LLC (“PALNG”) has received from the Department of Energy, Office of Fossil Energy and Carbon Management (“DOE/FECM”): (1) long-term, multi-contract authorization 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/FECM Order Nos. 3698, 3698-A and 3698-B in Docket Nos. 15-53-LNG and 18-162-LNG; and (2) long-term, multi-contract authorization 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/FECM Order Nos. 4372 and 4372-A in Docket No. 15-96-LNG (collectively, “Export Authorizations”).

PALNG submits herewith for filing a public summary of a long-term natural gas supply agreement it has executed with ConocoPhillips Company.¹

¹ *See Port Arthur LNG, LLC*, DOE/FECM Order No. 3698, Docket No. 15-53-LNG, Order Granting Long-Term, Multi-Contract Authorization to Export Liquefied Natural Gas By Vessel From the Proposed Port Arthur LNG Project in Port Arthur, Texas, to Free Trade Agreement Nations, at Ordering Para. (D) (Aug. 20, 2015); *Port Arthur LNG, LLC*, DOE/FECM Order No. 4372, Docket No. 15-96-LNG, Opinion and Order Granting Long-Term Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Nations, at Ordering Para. (I) (May 2, 2019); *see also Filing of Contracts and Purchase Agreements Associated with the Export of Natural Gas*, 83 Fed. Reg. 65111 (Dec. 19, 2018).

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PALNG is separately filing an unredacted copy of the agreement with DOE/FECM under seal.

PALNG makes this filing without waiver of the position taken by Sempra LNG & Midstream, LLC in the proceedings regarding the Proposed Interpretative Rule in *Filing of Contracts and Purchase Agreement Associated with the Export of Natural Gas*, 83 Fed. Reg. 65111 (Dec. 19, 2018), which remains pending.² Although the agreement is still subject to certain conditions, PALNG is submitting the agreement to demonstrate the significant progress that the project proponents have made to advance the project.

Please contact the undersigned with any questions regarding this submission.

Respectfully submitted,

/s/ Brett A. Snyder

Brett A. Snyder
Counsel for Port Arthur LNG, LLC

BAS:lnr
Enclosures

² See Comments of Sempra LNG & Midstream, LLC, Natural Gas Contract Guidance, *Filing of Contracts and Purchase Agreements Associated with the Export of Natural Gas* (Jan. 18, 2019).

**LONG TERM CONTRACT – GAS SUPPLY AGREEMENT
MAJOR PROVISIONS SUMMARY**

1. DOE/FECM Order No(s): DOE/FECM Order Nos. 3698, 3698-A, 3698-B, 4372, 4372-A
DOE/FECM Docket No(s): Docket Nos. 15-53-LNG, 15-96-LNG & 18-162-LNG

2. LNG Liquefaction/Export Facility and Location:

Port Arthur LNG facility located in Port Arthur, Texas.

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

The contract has been entered into by the owner of the Port Arthur LNG liquefaction and export facility located in Port Arthur, Texas.

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

ConocoPhillips Company (“Seller”)

Port Arthur LNG, LLC (“Buyer”)

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

NAESB Base Contract for Sale and Purchase of Natural Gas and Special Provisions

6. Date of the Contract:

November 22, 2022

7. Contract Term:

Contract was entered into on November 22, 2022. Contract may be terminated on 30 days’ written notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s).

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

Up to the requirements of the Port Arthur LNG terminal.

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

Not applicable.

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”:

ConocoPhillips Company

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):

Port Arthur LNG, LLC

12. Export Destination Restrictions in the Contract:

Not applicable.

13. Resale Provisions:

Not applicable.

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: March 27, 2023

SUBMITTED BY:

Jerrod L. Harrison

/s/ Jerrod L. Harrison

Port Arthur LNG, LLC