

Phone: (202) 420-2656
Fax: (202) 379-9027
Email: brett.snyder@blankrome.com

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 Summaries—Sale and Purchase Agreements**

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 public summaries of Sale and Purchase Agreements (“SPAs”) it has executed with INEOS Energy LNG Limited, ENGIE SA, ConocoPhillips Marketing & Trading International LL, RWE Supply & Trading GMBH, and Polski Koncern Naftowy Orlen S.A.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.

BLANKROME

Amy Sweeney
March 27, 2023
Page 2

PALNG is separately filing unredacted copies of the SPAs 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 SPAs are still subject to certain conditions before the relevant terms of the SPAs become binding, PALNG is submitting the SPAs to demonstrate the significant progress that the project proponents have made to advance the project. With these agreements, the output of Phase 1 of the PALNG liquefaction project covered by the Export Authorizations is now fully subscribed.

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

19, 2018).

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-LNG EXPORTS
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:

Port Arthur LNG, LLC (“Seller”)

Polski Koncern Naftowy Orlen S.A. (“Buyer”)

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

LNG Sale and Purchase Agreement (FOB)

5b. Firm or Interruptible Contract:

Firm

6. Date of the Contract:

January 25, 2023

7. Contract Term:

The agreement enters into full force and effect when the conditions precedent set forth in Section 2.2.1 of the agreement are satisfied, after which the contract shall continue in full force and effect until the twentieth (20th) anniversary of the date on which T2 DFCD has occurred under the agreement. “T2 DFCD,” in turn, is defined as the day notified by Seller to Buyer on which Train 2 has become commercially operable. Buyer may elect to extend the term subject to the provisions of the agreement.

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

Up to 26,150,000 MMBtu for any contract year, if any, that occurs before T2 DFCD occurs. Up to 52,300,000 MMBtu once T2 DFCD occurs.

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

The agreement provides that Seller shall sell and make available for delivery, or compensate Buyer in accordance with the agreement if not made available for delivery, LNG in cargoes for export at the Delivery Point. The agreement further provides that Buyer shall take and pay for, or compensate Seller in accordance with the agreement if not taken, such LNG, in the quantities and at the prices set forth in and otherwise in accordance with and subject to the provisions of the agreement.

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":*

Not Applicable.

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:*

The contract restricts exports of LNG received by the customer from the Port Arthur LNG facility to destination countries permitted under (i) the applicable DOE/FECM export authorizations and (ii) U.S. law.

13. *Resale Provisions:*

Buyer acknowledges and agrees that it will resell or transfer LNG purchased under the agreement for delivery only to the countries identified in the relevant DOE/FECM orders and/or to purchases that have agreed in writing to limit their direct or 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.

DATED: March 27, 2023

SUBMITTED BY:

Jerrod L. Harrison

/s/ Jerrod L. Harrison

Port Arthur LNG, LLC