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555 Eleventh Street, N.W., Suite 1000
Washington, D.C. 20004-1304
Tel: +1.202.637.2200 Fax: +1.202.637.2201
www.lw.com

LATHAM & WATKINS LLP

May 18, 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: Delfin LNG LLC
Docket Nos. 13-129-LNG and 13-147-LNG
PRIVILEGED AND CONFIDENTIAL Submission of Contract
and Summary of Major Provisions of Contract for Public Posting

Dear Ms. Sweeney:

Delfin LNG LLC (“Delfin”) was granted long-term, multi-contract authority to export liquefied natural gas (“LNG”) to (1) nations with which the United States has entered into a Free Trade Agreement (“FTA”) requiring the national treatment of natural gas in Order No. 3393 in Docket No. 13-129-LNG on February 20, 2014, and (2) “non-FTA” nations with which trade is not prohibited by law in Order No. 4028 in Docket No. 13-147-LNG on June 1, 2017. Ordering Paragraph (D) of Order No. 3393 and Ordering Paragraph (I) of Order No. 4028 require Delfin 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 Orders require Delfin to file for public posting a summary of the non-proprietary, major provisions of the contract.

Delfin has entered into a LNG Sale and Purchase Agreement (“SPA”) by and between Delfin and Hartree Partners Power & Gas Company (UK) Limited, dated as of April 21, 2023. The 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. In accordance with the requirements in its export authorizations, Delfin hereby submits the attached summary, for public posting, of the major, non-proprietary provisions of the contract. Delfin utilizes here the template for the required summary of terms followed by other LNG export projects when filing such contracts, as it did for its previous contract submission.

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In addition, Delfin is contemporaneously transmitting a full and unredacted copy of the SPA itself, marked as Privileged and Confidential, in a separate, confidential communication directed solely to the addressee. Delfin respectfully requests that the SPA be treated and maintained as confidential to the greatest extent permitted by law.

If you have any questions about the filed SPA, or related matters, please contact the undersigned counsel for Delfin.

Sincerely,

/s/ J. Patrick Nevins

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

Counsel for Delfin LNG LLC

Enclosure

**LNG SALE AND PURCHASE AGREEMENT, DATED APRIL 21, 2023
BETWEEN
DELFIN LNG LLC AND
HARTREE PARTNERS POWER & GAS COMPANY (UK) LIMITED**

SUMMARY OF MAJOR PROVISIONS

1. DOE Order/FE Docket Nos.:

DOE Order Nos. 3393 and 4028
FE Docket Nos. 13-129-LNG and 13-147-LNG.

2. LNG Liquefaction/Export Facility and Location:

The Delfin Deepwater Port to be located in the Gulf of Mexico approximately 37.4 to 40.8 nautical miles offshore Cameron Parish, Louisiana.

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

The contract has been entered into by Delfin LNG LLC, the owner of the Delfin Deepwater Port LNG liquefaction and export facility.

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

Seller: Delfin LNG LLC

Buyer: Hartree Partners Power & Gas Company (UK) Limited

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

LNG Sales and Purchase Agreement.

b. Firm or Interruptible Contract:

Firm.

6. Date of the Contract:

April 21, 2023.

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 Date of First Commercial Delivery of the Delfin Project, provided that all conditions precedent are satisfied or waived. The contract then continues in effect for a primary term of twenty (20) years. Buyer has the option to extend the term for an additional five (5) years by written notice to Seller in accordance with specified conditions.

8. Annual Quantity:

The annual contract quantity is equal to thirty million nine hundred and fifty thousand (30,950,000) MMBtu.

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

Subject to and in accordance with the terms and conditions of the contract, commencing on the Date of First Commercial Delivery of the Delfin Project, 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 line of the first Delfin LNG Vessel 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):

Delfin 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 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 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 Delfin LNG LLC

Dated: May 18, 2023