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**LATHAM & WATKINS** LLP

December 22, 2023

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](mailto: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 Contracts  
and Summary of Major Provisions of Contracts 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 two related LNG Sale and Purchase Agreements (“SPAs”) by and between Delfin and Gunvor Singapore Pte Ltd (“Gunvor”), dated as of November 24, 2023. Each of the two SPAs 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 each of the two contracts. Delfin utilizes here the template for the required summary of terms followed by other LNG export projects when filing such contracts, as it has done with its previous contract submissions.

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

If you have any questions about the filed SPAs, 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](mailto:Patrick.Nevins@lw.com)

D (202) 637-3363

*Counsel for Delfin LNG LLC*

Enclosure

**LNG SALE AND PURCHASE AGREEMENT (#2), DATED NOVEMBER 24, 2023  
BETWEEN  
DELFIN LNG LLC AND  
GUNVOR SINGAPORE PTE LTD**

**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: Gunvor Singapore Pte Ltd <sup>1</sup>

**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:**

November 24, 2023.

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<sup>1</sup> Buyer has certain specified rights to assign all (but not less than all) of its rights under the Agreement or to novate the Agreement in its entirety without Seller's prior consent. If Buyer exercises that right, Seller shall update the Department of Energy in a future filing within thirty days of such an assignment or novation.

## **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 conditioned upon the start-up of the third LNG vessel at the Delfin Deepwater Port, provided that all conditions precedent are satisfied or waived. The contract then continues in effect for a primary term of between fifteen (15) and twenty (20) years based on an election to be made by Buyer by notice to Seller in accordance with certain specified conditions. The Parties may agree to extend the term for up to an additional five (5) years thereafter.

## **8. Annual Quantity:**

The annual contract quantity is equal to thirty one million (31,000,000) 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 third 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: December 22, 2023