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K&L GATES

Ms. Amy Sweeney, Director Office of Regulatory, Analysis and Engagement Office of Fossil Energy and Carbon Management U.S. Department of Energy Forrestal Building, FE-34 1000 Independence Avenue, S.W. Washington, D.C. 20585

Re: Texas LNG Brownsville, LLC – Submission of Long-Term Contract and Summary DOE/FE Docket No. 15-062-LNG; DOE/FE Order Nos. 3716, 4489

Dear Ms. Sweeney:

Pursuant to Ordering Paragraph D of DOE/FECM Order 3716, and Ordering Paragraph I of DOE/FECM Order 4489, Texas LNG Brownsville, LLC ("Texas LNG") submits for filing under seal by overnight mail, a non-redacted copy of a long-term liquefaction tolling agreement ("Tolling Agreement") entered into with EQT LNG Trading LLC ("EQT") on July 22, 2024 for the sale and long-term export of liquefied natural gas ("LNG") from the Texas LNG terminal.

As noted above, Texas LNG is submitting for filing the Tolling Agreement entered into with EQT for tolling services for approximately 2.0 million tonnes per annum of LNG for a term of 20 years. Texas LNG respectfully requests confidential treatment of the Tolling Agreement to the greatest extent permitted by law because it contains highly confidential and commercially sensitive and proprietary information.

Consistent with Ordering Paragraph D of DOE/FECM Order 3716, and Ordering Paragraph I of DOE/FECM Order 4489, Texas LNG also includes with this filing a summary of the Tolling Agreement for public posting.

If you have any questions regarding this filing, please contact me at (202) 778-9014 or at <u>david.wochner@klgates.com</u>.

Best regards,

-IL Worken

David Wochner Counsel for Texas LNG, LLC

LONG TERM LNG EXPORTS CONTRACT – LTA, DATED July 22, 2024, BETWEEN Texas LNG Brownsville LLC AND EQT LNG Trading LLC

MAJOR PROVISIONS SUMMARY

1. DOE Order/Docket No(s):

Docket No(s). 15-062-LNG

DOE Order No(s). 3716, 4489

2. LNG Liquefaction/Export Facility and Location:

Texas LNG natural gas liquefaction plant proposed to be located in the Port of Brownsville, Texas.

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

The contract was entered into by EQT LNG Trading LLC, a capacity holder at Texas LNG

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

Seller: Texas LNG Brownsville LLC Buyer: EQT LNG Trading LLC

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

Liquefaction Tolling Agreement

b. Firm or Interruptible Contract:

Firm

6. Date of the Contract:

July 22, 2024

7. Contract Term:

Twenty (20) years, beginning in Year 2029 (based on current estimate of in-service date).

8. Annual Quantity:

Approximately one hundred four million (104,000,000) MMBtus per full calendar year, or approximately 2 million (2,000,000) metric tons per annum.

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

The Liquefaction Tolling Agreement is a take or pay contract. Pursuant to and in accordance with the terms of the contract, during any contract year, the Seller is obligated to pay a Monthly Services Fee for the Annual Quantity of capacity.

10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate:

EQT LNG Trading LLC

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):

EQT LNG Trading LLC

12. Export Destination Restrictions in the Contract:

The contract requires resale or transfer of LNG received by the Buyer under the contract only to destination countries permitted under (i) the applicable DOE export authorizations and (ii) U.S. law and policy.

13. Resale Provisions:

The contract requires the parties to agree to comply with the applicable export authorizations, including any resale contract for LNG sold under the contract only to destination countries permitted under (i) the applicable DOE export authorizations and (ii) U.S. law and policy.

14. Other Major Non-proprietary Provisions, if applicable:

None