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September 24, 2019

Ms. Amy Sweeney, Director  
Office of Regulation, Analysis, and Engagement  
Office of Fossil Energy  
FE-34, Room 3E-052  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585

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**Re: In the Matter of Driftwood LNG LLC  
FE Docket No. 16-144-LNG  
DOE/FE Order Nos. 3968 & 4373  
Long-Term Contract**

Dear Ms. Sweeney:

Driftwood LNG LLC ("Driftwood") hereby submits for filing under seal, a non-redacted copy of the following long-term agreement associated with the Driftwood LNG Project: July 10, 2019 – LNG Sale and Purchase Agreement ("SPA") with Tellurian Trading UK LTD and Total Gas & Power North America, Inc.

Driftwood is also submitting herewith a public summary of the major provisions of the SPA. This filing is being submitted in accordance with Department of Energy, Office of Fossil Energy ("DOE/FE") Order No. 3968,<sup>1</sup> and DOE/FE Order No. 4373.<sup>2</sup> Driftwood hereby requests confidential treatment of the SPA filed herewith, as it contains commercially sensitive information.<sup>3</sup>

Should you have any questions, please contact the undersigned at (212) 506-3710.

Respectfully submitted,

/s/ Lisa M. Tonery  
Lisa M. Tonery  
Mariah T. Johnston  
Attorneys for  
Driftwood LNG LLC

<sup>1</sup> *Driftwood LNG LLC*, DOE/FE Order No. 3968, Ordering Paragraph D, FE Docket No. Docket No 16-144-LNG (February 28, 2017) (granting Driftwood authorization to engage in long-term exports of LNG to free trade agreement nations).

<sup>2</sup> *Driftwood LNG LLC* Order No. 4373, Ordering Paragraph I, FE Docket No. 16-144-LNG (May 2, 2019) (granting Driftwood authorization to engage in long-term exports of LNG to non-free trade agreement nations).

<sup>3</sup> The SPA is being sent to DOE/FE by overnight mail.

**LNG SALE AND PURCHASE AGREEMENT (“SPA”)  
by and between TELLURIAN TRADING UK LTD. and  
TOTAL GAS & POWER NORTH AMERICA, INC.  
dated as of July 10, 2019**

**1. Parties to the Contract:**

TELLURIAN TRADING UK LTD. (Seller) and TOTAL GAS & POWER NORTH AMERICA, INC. (Buyer)

**2. Contract Term:**

The SPA shall terminate upon the fifteenth (15<sup>th</sup>) anniversary of the date of the first Phase 1 Plant to achieve Full Operations, subject to a potential extension according to the provisions of the SPA.

**3. Contract Quantity:**

The Buyer’s annual contract quantity of LNG under the SPA for any given Contract Year shall be seventy-eight million two hundred fifty-five thousand (78,255,000) MMBtu, as detailed and otherwise limited by the SPA.

**4. Take or Pay (or equivalent) Provisions/Conditions:**

Seller shall sell and make available for delivery, or compensate Buyer if not made available for delivery, LNG in cargoes at the Delivery Point, and Buyer shall take and pay for, or compensate Seller 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 SPA.

**5. Destination (if Specified) and/or Related Restrictions:**

Buyer acknowledges and agrees that it will resell or transfer LNG purchased under the SPA for delivery only to countries identified in the export authorizations, and/or to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such countries.

**6. Resale Provisions:**

Each party agrees to comply with the export authorizations, including incorporating into any resale contract for LNG sold, the necessary conditions to ensure compliance with the export authorizations.

## **7. Other Relevant Provisions:**

- Firm or Interruptible: Firm
- Seller intends to load cargoes from the Driftwood LNG Terminal, but upon not less than sixty days' prior written notice and subject to the prior written consent of Buyer, Seller may deliver cargoes to Buyer from any alternative source subject to the provisions of the SPA.
- The SPA does not become effective until Driftwood has notified Seller that a positive final investment decision has been made in respect of the Phase 1 Project and certain conditions set out in the Equity Capital Contribution Agreement ("ECCA") between Driftwood Holdings LP and Total Delaware Inc. have been satisfied or waived in accordance with the terms of the ECCA.