

September 26, 2018

U.S. Department of Energy
Office of Fossil Energy
Office of Oil and Gas Global Security and Supply
Division of Natural Gas Regulatory Activities
P.O. Box 44375
Washington, D.C. 20026-4375
Attention: Amy Sweeney

Re: Freeport LNG Expansion, L.P., FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC, and FLNG Liquefaction 3, LLC, DOE/FE Order Nos. 3282-C, 3357-B and 3957

Dear Sir or Madam,

Pursuant to DOE Order Nos. 3282-C, 3357-B and 3957, Ordering Paragraph I (i), I am hereby submitting copies of a certain executed long-term contract associated with the long-term export of LNG from the Freeport LNG liquefaction project. Freeport LNG Expansion, L.P. (FLEX) notes that this submission was inadvertently delayed beyond 30 days following the execution of this contract. FLEX seeks to correct this oversight with this submission, and measures have been taken by FLEX to prevent this oversight in the future. No exports have occurred under the contract, as its term does not begin until July 1, 2020.

In accordance with Ordering Paragraph I (i), this transmittal contains:

- (A) an unredacted copy of the LNG Sale and Purchase Agreement, dated May 17, 2018 (the "Contract"), between Freeport LNG Marketing, LLC (formerly known as FLEXESS, LLC and an affiliate of Freeport LNG Expansion, L.P., FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC and FLNG Liquefaction 2, LLC) and Trafigura PTE LTD ("Trafigura"). The unredacted Contract, attached hereto as Attachment A, contains highly sensitive and confidential commercial and financial and proprietary information and is being filed with DOE under seal on a confidential basis and not for public disclosure, as authorized by Order Nos. 3282-C, 3357-B and 3957; and
- (B) a summary of the major provisions of the Contract (attached as Attachment B hereto), together with the Declaration of John Tobola, Senior Vice President and General Counsel, Freeport LNG Expansion, L.P. (attached as Attachment C hereto). In accordance with Order

Nos. 3282-C, 3357-B and 3957, Ordering Paragraph I(i), Mr. Tobola's declaration is provided in response to the requirement that Freeport LNG Expansion, L.P. state why the non-disclosed information should be exempt from public disclosure.

Thank you for your attention in this matter. If you have any questions please do not hesitate to contact me at the contact information below.

Very truly yours,

Matthew F. Salo

Senior Counsel

Freeport LNG

333 Clay Street, Suite 5050

Matter Jelv

Houston, Texas 77002

(713) 634-3546 (office)

## Attachment A

LNG Sale and Purchase Agreement

## LONG TERM CONTRACTS – LNG EXPORTS MAJOR PROVISIONS SUMMARY

DOE Order/FE Docket No(s): DOE Order Nos. 2913, 3066, 3357, 3282, 3357-B, 3282-C and 3957.

**DOE/FE Docket No(s):** 10-160-LNG, 10-161-LNG, 11-161-LNG, 12-06-LNG and 16-108-LNG

2. LNG Liquefaction/Export Facility and Location:

Freeport LNG facility located in and around Quintana Island, southeast of the city of Freeport in Brazoria County, Texas.

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

Trafigura PTE LTD has entered into an LNG Sale and Purchase Agreement with Freeport LNG Marketing, LLC, which was formerly known as FLEXESS, LLC and is an affiliate of Freeport LNG Expansion, L.P., FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC and FLNG Liquefaction 3, LLC.

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

Seller: Freeport LNG Marketing, LLC

Buyer: Trafigura PTE LTD

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

LNG Sale and Purchase Agreement

5b. Firm or Interruptible Contract:

Firm

6. Date of the Contract:

May 17, 2018

7. Contract Term:

July 1, 2020 to March 31, 2023

8. Annual Quantity:

26,000,000 MMBtus of LNG per contract year.

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

Once a cargo is scheduled, Buyer is obligated to pay Seller for the agreed-upon volume for such cargo whether or not taken.

10. 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):

Freeport LNG Marketing, LLC

## 11. Export Destination Restrictions in the Contracts:

The contracts restrict export of LNG received by the Buyer at the Freeport LNG facility to destination countries permitted under the applicable DOE/FE export authorizations.

## 12. Resale Provisions:

The contracts require that the Buyer's direct and indirect sales or transfers of LNG received by Buyer at the Freeport LNG facility be for delivery only to countries permitted under the applicable DOE/FE export authorizations.

13. Other Major Non-proprietary Provisions, if Applicable: None.

I affirm that the foregoing is true and accurate to the best of my knowledge.

DATED: September 26, 2018

**SUBMITTED BY:** 

John B. Tobola

Senior Vice President & General Counsel

Freeport LNG