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September 27, 2023

VIA ELECTRONIC MAIL TO: fergas@hg.doe.gov

Office of Fossil Energy [FE-34]
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585

Re: Freeport LNG Expansion, L.P., FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC, and FLNG Liquefaction 3, LLC (collectively, "FLEX")

FE Docket Nos. 10-160-LNG, 10-161-LNG, 11-160-LNG, 11-161-LNG, 12-06-LNG

FILING OF GAS SUPPLY CONTRACT PURSUANT TO DOE/FE ORDER NOS.
2913, 3066, 3282-C, 3357-B AND 3957

In accordance with (i) Ordering Paragraph D of DOE/FE Order No. 2913 (issued February 10, 2011); (ii) Ordering Paragraph D of DOE/FE Order No. 3066 (issued February 10, 2012); (iii) Ordering Paragraph I of DOE/FE Order Nos. 3282-C and 3357-B (issued November 14, 2014); and (iv) Ordering Paragraph I of DOE/FE Order No. 3957 (issued December 19, 2016), FLEX hereby informs DOE/FE of a Transaction Confirmation with a term commencing on September 1, 2023 between NextEra Energy Marketing, LLC and Freeport LNG Marketing, LLC pertaining to an underlying North American Energy Standards Board, Inc. ("NAESB") Base Contract for Sale and Purchase of Natural Gas entered into between the parties on September 13, 2021 (together, the aforementioned Transaction Confirmation and NAESB contract are referred to herein as the "Contract"), and associated with the long-term supply of natural gas to the Freeport LNG terminal. Accordingly, FLEX hereby submits for filing a summary of the Contract's major provisions for public posting (See Exhibit A) and, separately and under seal, a non-redacted copy of the Contract (sent via electronic mail to fergas@hq.doe.gov simultaneously with this letter).

FLEX respectfully requests the DOE/FE to keep the non-redacted Contract documents confidential. FLEX submits that the Contract meets the six criteria set forth in 10 C.F.R. § 1004.11(f) of the DOE regulations for determining whether information is exempt from mandatory disclosure pursuant to Exemption 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4):

1. The Contract has been held in confidence by FLEX and FLEX's counterparties, and the Contract contains a confidentiality provision (the confidentiality provision for the Transaction Confirmation is contained in the NAESB Base Contract and special provisions);
2. The Contract contains information of a type that is customarily held in confidence by the parties, and there is a reasonable basis to keep sensitive commercial, technical, and financial terms, including but not limited to pricing terms, confidential to avoid competitive harm. The LNG market is an intensely competitive global market. Disclosure of the contents of the Contract could make FLEX's or its affiliates' proprietary business policies and procedures, commercial strategies, and trade secrets, including how FLEX's and its affiliates' purchase and sales transactions are structured, known to FLEX's and its affiliates' business competitors;

Freeport LNG Expansion, L.P.

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3. FLEX is submitting the Contract to the DOE/FE under seal, with a request to keep the Contract confidential;
4. The Contract is not publicly available;
5. Public disclosure of the Contract by DOE/FE is likely to cause other export license holders or registrants to be reluctant to submit non-redacted copies of their gas supply agreements to DOE/FE; thus, public disclosure could impair DOE/FE's ability to obtain similar information from others in the future; and
6. Public disclosure of the Contract is likely to cause substantial harm to the competitive position of FLEX. If FLEX's or its affiliates' confidential commercial, financial and technical information is allowed to enter the public domain, it would allow FLEX's and its affiliates' competitors to gain an unfair competitive advantage over FLEX and its affiliates in national and global markets.

For the foregoing reasons, FLEX respectfully requests that the non-redacted copies of the Contract be kept confidential by DOE/FE. The Contract contains pricing and other competitively sensitive commercial information that is exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552(b)(4), and under the DOE regulations, 10 C.F.R. §§ 590.202(e) and 1004.11.

Thank you for your attention in this matter. If you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,

A handwritten signature in blue ink that reads "Matthew Salo". The signature is written in a cursive style with a horizontal line extending from the end.

Matthew Salo
Assistant General Counsel
Freeport LNG Expansion, L.P.

Exhibit A
Summary of Major Provisions

1. DOE Order / Docket No(s):

DOE Order No(s). 2913, 3066, 3282-C, 3357-B AND 3957

Docket No(s). 10-160-LNG, 10-161-LNG, 11-160-LNG, 11-161-LNG, 12-06-LNG

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

Seller: NextEra Energy Marketing, LLC

Buyer: Freeport LNG Marketing, LLC

3. Contract Type:

Gas Supply Agreement

4. Date of the Contract:

Base Contract for Sale and Purchase of Natural Gas (NAESB): September 13, 2021

Transaction Confirmation: Term begins September 1, 2023. Trade date August 18, 2023

5. Supply Period:

2 years and 7 months

6. Annual Contract Quantity:

From Zero to 150,000 MMBtus/Day

7. Take or Pay Provisions:

The Gas Supply Agreement is not a take or pay contract. Pursuant to and in accordance with the terms of the contract, during any contract year, the Seller is not obligated to deliver to Buyer any gas unless Buyer nominates such quantities. Similarly, during any contract year, the Buyer is not obliged to take a specified quantity of gas.