

**RECEIVED**

**By Docket Room at 10:40 am, Feb 03, 2015**

February 2, 2015

VIA HAND DELIVERY

Mr. John A. Anderson  
Office of Fossil Energy  
U.S. Department of Energy  
Docket Room 3F-056, FE-50  
Forrestal Building  
1000 Independence Avenue, S.W.  
Washington, DC 20585

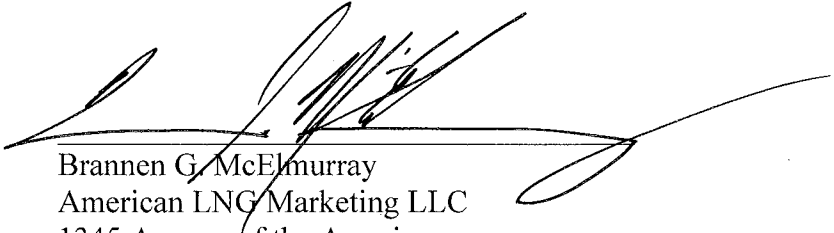
RE: American LNG Marketing LLC, Docket No. 15- 19 - LNG  
Application for Long-Term Authorization to Export Liquefied Natural Gas

Dear Mr. Anderson:

American LNG Marketing LLC (“American LNG”) seeks long-term, multi-contract authorization for itself or as agent for others under Section 3 of the Natural Gas Act to export up to 30.2 Bcf of natural gas per year (equivalent to approximately 600,000 metric tons of liquefied natural gas (“LNG”) per year) from domestic resources for a term of 20 years beginning on the earlier of the date of first export or seven years from the date the requested authorization is granted. American LNG is seeking authority to export LNG to any country with which the United States has, or in the future may enter into, a free trade agreement requiring national treatment for trade in natural gas.

Enclosed is a check in the amount of \$50.00 in payment of the applicable filing fee pursuant to 10 C.F.R. § 590.207. Please contact the undersigned at (212) 515-4644 if you have any questions regarding this filing.

Respectfully submitted,



Brannen G. McMurray  
American LNG Marketing LLC  
1345 Avenue of the Americas  
New York, New York 10105





at 1345 Avenue of the Americas, New York, NY 10105. American LNG is in the business of marketing liquefied natural gas in and outside the United States. American LNG is controlled by Fortress Equity Partners (A) LP, which is a limited partnership formed under the laws of Delaware (“FEP”) and sponsored by entities related to Fortress Investment Group LLC (“Fortress”). Fortress (NYSE: “FIG”) is a leading, highly diversified global investment management firm with approximately \$66.0 billion of assets under management as of September 30, 2014. Fortress’s primary business is to sponsor the formation of, and provide investment management services for, various investment funds and companies, including related managed accounts. FEP and Fortress each have their principle places of business at 1345 Avenue of the Americas, New York, NY 10105.

An affiliate of American LNG, TICO Development Partners LLC (“TICO”) has secured an approximately 65-acre site (“Site”) from FDG TICO, LLC (“FDG TICO”) for construction of the Titusville Facility.<sup>1</sup> TICO is a limited liability company formed under the laws of Delaware with its principal place of business at 1345 Avenue of the Americas, New York, NY 10105. TICO is a special purpose entity whose primary business is to construct, own, and operate the Titusville Facility. FDG TICO is a limited liability company formed under the laws of Delaware with its principal place of business at 2855 LeJeune Road, Coral Gables, FL 33134. TICO and FDG TICO are controlled by Fortress.

The Site is part of an approximately 230-acre parcel located in Titusville, Florida referred to as the “Titusville Logistics Center”. Other businesses and assets near the Titusville Logistics Center include a generating facility owned by the Orlando Utilities Commission (“OUC”) and a rail corridor owned by Florida East Coast Railway (“FECR”). FECR is a Florida-based freight

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<sup>1</sup> A lease option agreement between TICO and FDG TICO demonstrating control over the Site is attached as Appendix C.

railroad controlled by Fortress that operates a 351-mile freight rail system between Jacksonville and Miami with a fleet of over 50 mainline and local service locomotives. Construction of the Titusville Facility is expected to commence in February 2015. The location of the Titusville Facility is depicted in Appendix C.

Once completed, the Titusville Facility will have a total production capacity of 1,000,000 gallons of LNG per day, or 82.60 MMcf of natural gas per day. The Titusville Facility will have a storage capacity of approximately 5,000,000 gallons. American LNG will purchase some or all of the output of the Titusville Facility from TICO. American LNG intends primarily to sell LNG for use as a transportation fuel by both railroads and motor vehicles in the continental U.S., U.S. territories, and foreign countries in the Caribbean and Central America, and for use in electric generation facilities converted from fuel oil, primarily in the Caribbean and Central America.

At the Titusville Facility, LNG typically will be delivered into ISO containers (truck or rail mounted) for both domestic and export customers. ISO containers designated for delivery to export customers will then be loaded onto container ships or roll-on/roll-off ocean-going carriers for export at the nearby Port Canaveral or other ports in Florida capable of handling such ISO containers without modification (including Port of Jacksonville, Port Everglades, Port of Miami, and Port of Palm Beach). The likely destination of such exports will be nations in the Caribbean and Central America with which the U.S. has a free trade agreement, but American LNG is requesting that its export authorization include all FTA nations.

The Titusville Facility will be connected to the domestic natural gas supply market through an interconnection constructed by Florida Gas Transmission (“FGT”) near FGT’s existing lateral lines located south of the Titusville Facility and west of OUC’s nearby generating

facility. Through FGT's upstream interconnections, American LNG will be able to source gas from a variety of suppliers in the domestic market.

## **II. COMMUNICATIONS**

All communications and correspondence regarding this Application should be directed to the following persons:

Brannen G. McElmurray  
American LNG Marketing LLC  
1345 Avenue of the Americas  
New York, New York 10105

Phone: 212-515-4644  
Email: [bmcelmurray@fortress.com](mailto:bmcelmurray@fortress.com)

John S. Decker  
Vinson & Elkins L.L.P.  
2200 Pennsylvania Avenue NW  
Suite 500 West  
Washington, DC 20037

Phone: 202-639-6599  
Email: [jdecker@velaw.com](mailto:jdecker@velaw.com)

## **III. AUTHORIZATION REQUESTED**

American LNG requests long-term, multi-contract authorization to export up to 30.2 Bcf of natural gas per year (equivalent to approximately 600,000 metric tons of LNG per year) to any country with which the United States has, or in the future may enter into, a FTA requiring national treatment for trade in natural gas. American LNG requests this long-term authorization for a 20-year period commencing on the date of first export or seven years from the date the requested authorization is granted, whichever is first.

American LNG is requesting this authorization both on its behalf and as agent for other parties who themselves will hold title to the LNG at the time of export pursuant to long-term sale and purchase agreements with American LNG. American LNG will comply with all DOE/FE requirements for exports and agents, including the registration requirements. When acting as agent, American LNG will register with the DOE/FE each LNG title holder for which American LNG seeks to export LNG as agent. American LNG will provide the DOE/FE with registration materials that include an acknowledgement and agreement by the LNG title holder to supply information necessary to permit American LNG to register that person or entity with DOE/FE,

including (i) the LNG title holder's agreement to comply with any order issued by DOE/FE pursuant to this Application and all applicable requirements of DOE's regulations at 10 C.F.R. Part 590, including but not limited to destination restrictions; (ii) the exact legal name of the LNG title holder, state/location of incorporation/registration, primary place of doing business, and the LNG title holder's ownership structure, including the ultimate parent entity if the registrant is a subsidiary or affiliate of another entity; (iii) the name, title, mailing address, e-mail address, and telephone number of a corporate officer or employee of the LNG title holder to whom inquiries may be directed; (iv) within 30 days of execution, a copy, filed with DOE/FE of any long-term contracts, not previously filed with DOE/FE, including both a non-redacted copy for filing under seal and either (x) a redacted version of the contract or (y) major provisions of the contract, for public posting.<sup>2</sup>

American LNG is not submitting long-term supply agreements and long-term export agreements with the instant Application and, therefore, requests that the DOE/FE make a similar finding to that in DOE/FE Order No. 2961 with regard to the transaction-specific information of the type identified in Section 590.202(b) of the DOE regulations.<sup>3</sup> At the time of this Application, American LNG has not yet entered into such agreements given that a long-term export authorization is required to finalize arrangements with prospective customers. In

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<sup>2</sup> See, e.g., *Dominion Cove Point LNG, LP*, DOE/FE Order No. 3331 (Sept. 11, 2013).

<sup>3</sup> In the May 20, 2011 order granting Sabine Pass Liquefaction, LLC ("Sabine Pass") long-term export authorization to Non-FTA countries, the DOE/FE found that Sabine Pass was not required to submit with its application transaction-specific information pursuant to Section 590.202(b) of the DOE regulations. The DOE/FE found that given the state of development for the proposed Sabine Pass export project, it was appropriate for Sabine Pass to submit such transaction-specific information when the contracts reflecting such information are executed. See *Sabine Pass Liquefaction, LLC, Opinion and Order Conditionally Granting Long-Term Authorization to Export Liquefied Natural Gas from Sabine Pass LNG Termination to Non-Free Trade Agreement Nations*, FE Docket No. 10-111-LNG, DOE/FE Order No. 2961, at 41 (May 20, 2011).

accordance with the DOE/FE's state policy in Sabine Pass, DOE/FE Order No. 2961, American LNG will submit transaction-specific information when such contracts are executed.<sup>4</sup>

#### IV. PUBLIC INTEREST

NGA Section 3(c), as amended by Section 201 of the Energy Policy Act of 1992 (Pub. L. 102-486), provides that:

[T]he exportation of natural gas to a nation with which there is in effect a free trade agreement requiring national treatment for trade in natural gas, shall be deemed to be consistent with the public interest, and applications for such importation or exportation shall be granted without modification or delay.<sup>5</sup>

Under this statutory presumption, this Application shall be deemed to be consistent with the public interest and should be granted by DOE/FE without modification or delay. Indeed, DOE/FE promptly grants authorization for export to FTA nations as a matter of statutory requirement.

#### V. ENVIRONMENTAL IMPACT

Because the issuance of authorization for export to FTA nations is a statutory requirement, DOE/FE is not required to consider the impact of FTA authorizations on the environment under the National Environmental Policy Act.<sup>6</sup> American LNG's affiliate TICO will seek the necessary permits from and consultations with federal, state and local agencies having jurisdiction over the construction of the Titusville Facility, to the extent applicable. The permits and consultations TICO will seek in connection with the Project are from the Florida Department of Environmental Protection and include: Minor Air Construction Permit, Minor Air Operating

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<sup>4</sup> The DOE/FE has previously held that the commitment to file contracts once they are executed complies with the requirement of 10 C.F.R. § 590.202(b) to supply transaction-specific information "to the extent practicable." *Id.*

<sup>5</sup> 15 U.S.C. § 717b(c) (2009).

<sup>6</sup> *Dep't of Transp. v. Public Citizen*, 541 U.S. 752, 769-770 (2004); *South Dakota v. Andrus*, 614 F.2d 1190, 1193 (8<sup>th</sup> Cir. 1980).



Permit, Environmental Resource Program Permit, NPDES Permit – Stormwater Discharge from an Industrial Use, Industrial Wastewater Permit, and Water Use/Dewatering Permit (Construction only). TICO already has begun the process of working with state agencies to meet these requirements.

**VI. APPENDICES**

The below listed Appendices are included with this application:

**Appendix A** Verification

**Appendix B** Opinion of Counsel

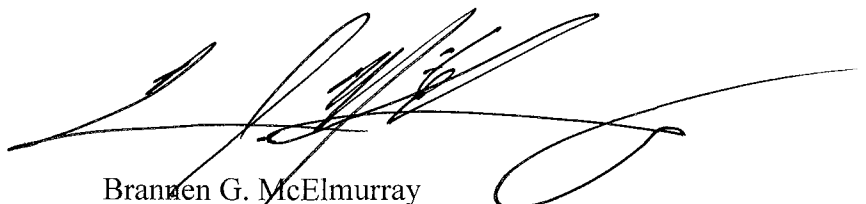
**Appendix C** Lease Option

**Appendix D** Location of Titusville Facility

**VII. CONCLUSION**

WHEREFORE, for the reasons set forth above, American LNG respectfully requests that the DOE/FE issue an order granting American LNG long-term authorization to export up to 30.2 Bcf of natural gas per year (equivalent to approximately 600,000 metric tons of LNG per year) for a term of 20 years to any country with which the United States currently has, or in the future may enter into, a FTA requiring national treatment for trade in natural gas.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Brannen G. McElmurray', written over a horizontal line.

Brannen G. McElmurray  
American LNG Marketing LLC

**APPENDIX A  
VERIFICATION**

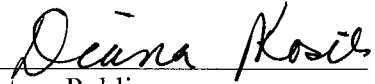
County of New York )  
 )  
State of New York )

BEFORE ME, the undersigned authority, Brannen G. McElmurray, on this day personally appeared, who, having been by me first duly sworn, on oath says that he is duly authorized to make this Verification on behalf of American LNG Marketing LLC; that he has read the foregoing instrument and that the facts therein stated are true and correct to the best of his knowledge, information and belief.



SWORN TO AND SUBSCRIBED before me on the 2<sup>nd</sup> day of February, 2015.

**DIANA KOSIK**  
Notary Public, State of New York  
Registration No. 01KO6160602  
Qualified in Rockland County  
Commission Exp. Feb 15, 2015

  
Notary Public

**APPENDIX B  
OPINION OF COUNSEL**

February 2, 2015

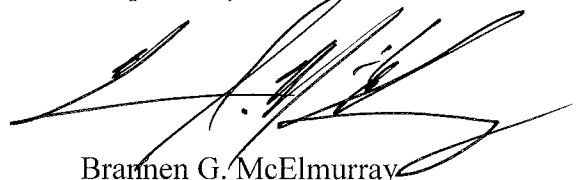
Mr. John A. Anderson  
Office of Fossil Energy  
U.S. Department of Energy  
Docket Room 3F-056, FE-50  
Forrestal Building  
1000 Independence Avenue, S.W.  
Washington, DC 20585

RE: American LNG Marketing LLC  
Application for Long-Term Authorization to Export Liquefied Natural Gas

Dear Mr. Anderson:

This opinion of counsel is submitted pursuant to Section 590.202(c) of the regulations of the U.S. Department of Energy, 10 C.F.R. § 590.202(c) (2014). The undersigned is counsel to American LNG Marketing LLC. I have reviewed the corporate documents of American LNG Marketing LLC and it is my opinion that the proposed export of natural gas as described in the application filed by American LNG Marketing LLC to which this Opinion of Counsel is attached as Appendix B, is within the limited liability company powers of American LNG Marketing LLC.

Respectfully submitted,



Brannen G. McElmurray  
Counsel

**APPENDIX C**  
**LEASE OPTION**

## OPTION TO GROUND LEASE

THIS OPTION TO GROUND LEASE (this "Agreement") is made this 30<sup>th</sup> day of January, 2015, by and between FDG TICO LLC, a Delaware limited liability company ("Optionor"), and TICO DEVELOPMENT PARTNER LLC, a Delaware limited liability company ("Optionee").

1. **Grant of Option.** For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease ("Option") a certain parcel of real property, located in Titusville, Florida ("Site") more particularly described on Exhibit "A" attached hereto ("Leased Premises"), together with an easement, or easements, for ingress, egress, utilities, and any other easements required by the local governing authorities for the duration of the lease on the property which easements are more particularly described on Exhibit "B" attached hereto ("Easement(s)") and shall be located on within the property described on Exhibit "C" attached hereto in a location reasonably acceptable to Optionor and Optionee (the "Remaining Property"). Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement(s), and that the legal description of the Leased Premises and the Easement(s), as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement(s). Further, Optionee acknowledges and agrees that Optionor may reserve easements on the boundaries of the Leased Premises for ingress, egress, utilities, and any other easements required to develop the Remaining Property.

2. **Option Initial Term.** The initial term of this Option shall be for six (6) months from the date this of this Agreement as first written above ("Option Initial Term").

3. **Consideration for Option.** Consideration for the Initial Term of the Option granted hereunder shall be One Thousand and 00/100 Dollars (\$1,000.00) ("Option Consideration").

4. **Extension of Option.** This Option can be extended at the discretion of Optionee for one (1) additional period of three (3) months ("Option Renewal Term") by Optionee paying to Optionor the additional consideration of One Thousand and 00/100 Dollars (\$1,000.00) prior to the expiration of the then-existing term of this Option.

5. **Representations and Warranties.** (a) As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:

(i) Optionor has the authority to enter into and be bound by the terms of this Option;

(ii) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Leased Premises and the Easement(s); and

(iii) The Leased Premises and the Easement(s) are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants that it shall not grant an option or enter into any contract which will adversely affect the Leased Premises or the Easement(s) until this Option expires or is

terminated by Optionee.

(a) As an inducement for Optionor to enter into and be bound by the terms of this Option, Optionee represents and warrants to Optionor and Optionor's successors and assigns that:

(i) Optionee has the authority to enter into and be bound by the terms of this Option; and

(ii) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionee.

These representations and warranties of Optionee shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. **Liquidated Damages.** In the event of a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

7. **Inspections and Investigations.** Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easement(s) at any time after the date of this Option to perform, or cause to be performed site inspections, which shall include but not be limited to, test borings of the soil, environmental audits, engineering studies, temporary wireless trans-receiving and testing and other tests necessary to evaluate and confirm the potential of the Optionor's Leased Premises for use as a natural gas liquefaction, storage and dispensing facility (the "Facility"), to show the Leased Premises to regulatory authorities, and to conduct a survey of the Leased Premises and the Easement(s). Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easement(s) in conducting these activities. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easement(s) surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement(s) from the title insurance company of its choice. Optionor may, at its option, remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor elects not to cure any such defects, Optionee, at its election, may declare this Option to be void and of no further effect in which there shall be no further liability on the part of Optionee to Optionor other than those that survive the termination of the Option.

8. **Further Acts.** Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easement(s) and, at Optionee's expense, to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governments authorities which applications relate to Optionee's intended use of the Leased Premises including but not limited to land use and zoning applications. The parties agree that upon the request of the other party, a memorandum of option to ground lease shall be executed

and recorded evidencing this Option.

9. **Exercise of Option.** Within thirty (30) days of Optionor's receipt of written notice of Optionee's exercise of the Option, Optionee and Optionor shall enter into good faith negotiations to enter into a ground lease agreement which shall govern the relationship of the parties.

10. **Approvals.** Execution of the Lease is subject to both Optionee and Optionor receiving all necessary approvals, including governmental, quasi-governmental, regulatory agencies, and internal required governing body or advisory board approvals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

OPTIONOR:

FDG TICO LLC, a Delaware limited liability company

WITNESS:

Maria Bello  
MARIA BELLO  
Print Name

Jessica Alvarez  
JESSICA ALVAREZ  
Print Name

By: Juan Godoy  
Print Name: JUAN GODOY  
Title: V.P.  
Date: 1/30/15

WITNESS:

TICO DEVELOPMENT PARTNERS LLC, a Delaware limited liability company

Marilyn Mahabeer  
MARILYN MAHABEER  
Print Name

Rutzy Lualhati  
RUTZY LUALHATI  
Print Name

By: J.P. Adams Jr.  
Print Name: Joseph P. Adams Jr.  
Title: President  
Date: 1/30/15

**EXHIBIT "A"**

Description of Real Property (Leased Premises)

Location of the Leased Premises shall be determined by survey, and upon completion shall replace this **Exhibit "A"**.



# Sketch To Accompany Description: LNG Project Site

NOT A BOUNDARY SURVEY

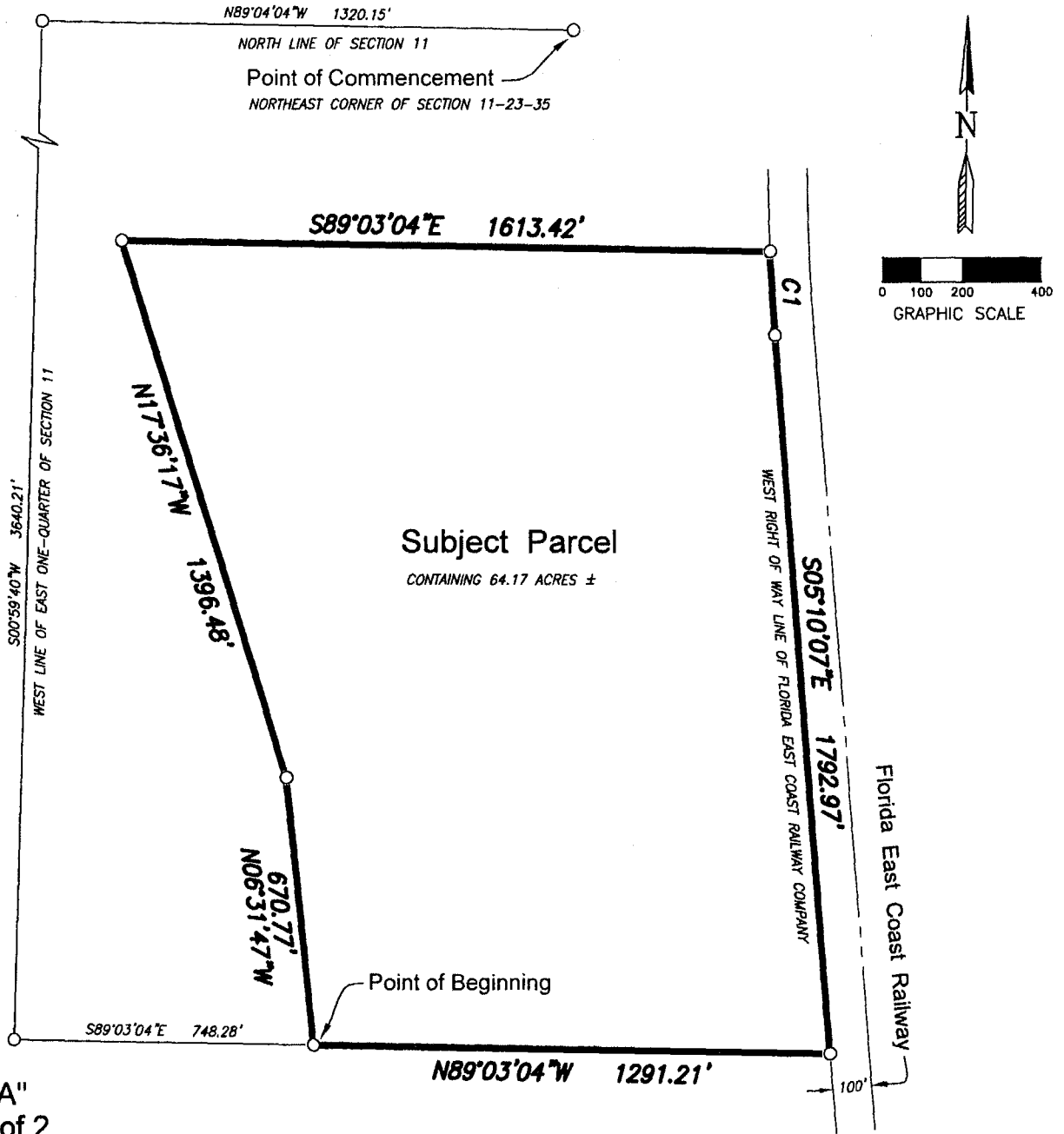


Exhibit "A"  
Sheet 1 of 2

**ALLEN**  
Engineering, Inc.  
SURVEYORS - ENGINEERS  
106 DIXIE LANE  
COCOA BEACH, FLORIDA 32931

TELEPHONE: (321)783-7443 - FAX: (321)783-5902  
WEBSITE: www.alleneng.net - EMAIL: info@alleneng.net

### Curve Table

CURVE	RADIUS	DELTA ANGLE	LENGTH	CHORD	CHORD BEARING
C1	5779.65'	2°03'09"	207.03'	207.02'	S04°08'33"E

See Sheet 2 For Description,  
Surveyor's Certification & Notes

PREPARED AND CERTIFIED FOR:

FORTRESS INVESTMENT GROUP

3.	
2.	
1.	
DATE:	12-29-14
DRAWN BY:	DJG
JOB NO.	140099
SCALE:	1"=400'

# Description: LNG Project Site

NOT A BOUNDARY SURVEY

## Description:

A portion of Parcel "B" as described in that Special Warranty Deed recorded in Official Records Book 5828, Page 362, of the Public Records of Brevard County, Florida and lying in Sections 11 & 12, Township 23 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 11; thence N89°04'04"W, along the North line of said Section 11, a distance of 1,320.15 feet to the West line of the East one-quarter of said Section 11; thence S00°59'40"W, along said West line, a distance of 3,640.21 feet; thence S89°03'04"E, a distance of 748.28 feet, to the POINT OF BEGINNING of the herein described parcel; thence N06°31'47"W, a distance of 670.77 feet; thence N17°36'17"W, a distance of 1,396.48 feet; thence S89°03'04"E, a distance of 1,613.42 feet, to the West right of way line of the Florida East Coast Railway and a point of intersection with a non-tangent curve, concave Easterly, having a radius of 5,779.65 feet and a central angle of 02°03'09"; thence Southerly, along said West right of way line and the arc of said curve to the left, a distance of 207.03 feet (said arc subtended by a chord bearing S04°08'33"E, a distance of 207.02 feet), to a point of tangency; thence S05°10'07"E, along said right of way line, a distance of 1,792.97 feet; thence N89°03'04"W, a distance of 1,291.21 feet, to the POINT OF BEGINNING; Containing 64.17 acres, more or less.

## Surveyor's Notes:

1. THIS IS NOT A SURVEY.
2. The bearings shown hereon are based on a deed bearing of N89°04'04"W along the North line of Section 11.
3. O = Denotes change in direction (no corner found or set).

See Sheet 1 For The Sketch To Accompany This Description

## Surveyor's Certification:

I hereby certify that the attached Property Description was prepared under my direction, in accordance with all applicable requirements of the "Minimum Technical Standards," for land surveying in the State of Florida, described in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

ALLEN ENGINEERING, INC.

Exhibit "A"  
Sheet 2 of 2

**ALLEN**  
Engineering, Inc.  
SURVEYORS - ENGINEERS  
108 DIXIE LANE  
COCOA BEACH, FLORIDA 32931

TELEPHONE: (321)783-7443 - FAX: (321)783-5902  
WEBSITE: www.alleneng.net - EMAIL: info@alleneng.net

Not valid without the  
signature and the original  
raised seal of a Florida  
licensed surveyor and mapper.

BY: \_\_\_\_\_  
ROBERT M. SALMON  
Professional Surveyor & Mapper  
Florida Registration No. 4262

PREPARED AND CERTIFIED FOR:

FORTRESS INVESTMENT GROUP

3.	
2.	
1.	
JOB NO. 140099	DATE: 12-29-14

## EXHIBIT "B"

### Easement(s)

- (i) An easement from the Leased Premises to an open and improved public road in a minimum width of either 25 feet or the minimum width necessary to comply with any applicable governmental requirements, whichever is greater, to allow for ingress to and egress from the Leased Premises by vehicle; and
- (ii) An easement as may be required to provide utilities to the Leased Premises from the utility providers' preferred connection point (which may be within the access easement);

each to be determined by survey, and upon completion of survey, shall replace this **Exhibit "B"**.

## **EXHIBIT "C"**

### Description of Remaining Property

Location of the Leased Premises shall be determined by survey, and upon completion shall replace this **Exhibit "C"**.

**EXHIBIT "D"**

Ground Lease

Substantially in the form of the "Ground Lease Agreement" circulated and agreed to by the parties to as the form of ground lease prior to the date hereof.

APPENDIX D  
LOCATION OF TITUSVILLE FACILITY

