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January 11, 2021

U.S. Department of Energy
Office of Fossil Energy
FE-34 - ROOM 3E-056
1000 Independence Avenue, S.W.
Washington DC 20585
Attention: Amy Sweeney
Director, Division of Natural Gas Regulation
Office of Regulation, Analysis, and Engagement

Re: *Eagle LNG Partners Jacksonville II LLC*, DOE/FE Order No. 4078 – Submission of Long-Term LNG Sale Agreement

Dear Ms. Sweeney:

Pursuant to DOE Order No. 4078, Ordering Paragraph I, I am hereby submitting on behalf of Eagle LNG Partners Jacksonville II LLC (“Eagle Maxville”) a copy of an executed long-term liquefied natural gas (“LNG”) sale agreement associated with the export of LNG from the Eagle Maxville Facility. This agreement, consisting of a Master Liquefied Natural Gas Supply Agreement and Transaction Confirmation with PLH (Barbuda) Limited, was executed as of October 14, 2020, and an amendment to that agreement dated November 12, 2020 which incorporates certain language required by Order No. 4078 was fully executed on January 5, 2021.

In accordance with Ordering Paragraph I, this transmittal contains:

- (A) the Master Liquefied Natural Gas Supply Agreement dated October 14, 2020 between Eagle Maxville and PLH (Barbuda) Limited and the Transaction Confirmation dated October 14, 2020, between Eagle Maxville and PLH (Barbuda) Limited (collectively, the “Contract”) (attached as Exhibit A hereto);

- (B) the First Amendment to Master LNG Supply Agreement dated November 12, 2020 and fully executed on January 5, 2021 (attached as Exhibit B hereto); and
- (B) a summary of the major provisions of the Contract (attached as Exhibit C hereto).

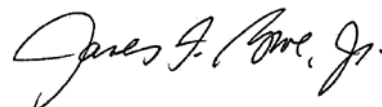
The unredacted Contract contains highly sensitive and confidential commercial, financial, and proprietary information and is being filed with DOE under seal on a confidential basis and not for public disclosure, as authorized by Order No. 4078. Eagle Maxville submits that the Contract meets the six criteria set forth in 10 C.F.R. § 1004.11(f) of DOE's regulations for determining whether information is exempt from mandatory disclosure pursuant to the Administrative Procedure Act, 5 U.S.C. § 552(b)(4):

- (1) The Contract has been held in confidence by Eagle Maxville and PLH (Barbuda) Limited, and the Contract contains a confidentiality provision.
- (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 terms, including but not limited to pricing terms, confidential to avoid competitive harm.
- (3) Eagle Maxville is submitting the Contract to 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 unredacted 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) Disclosure of the unredacted Contract is likely to cause substantial harm to the competitive positions of Eagle Maxville and PLH (Barbuda) Limited.

For the foregoing reasons, Eagle Maxville respectfully requests that the non-redacted copy of the Contract be kept confidential by DOE/FE.

Please contact me if you have any questions.

Sincerely,



James F. Bowe, Jr.
Partner

JFB:
Attachments

EXHIBIT A

Master Liquefied Natural Gas Supply Agreement dated October 14, 2020 between Eagle Maxville and PLH (Barbuda) Limited and Transaction Confirmation dated October 14, 2020 between Eagle Maxville and PLH (Barbuda) Limited

PRIVILEGED AND CONFIDENTIAL INFORMATION HAS BEEN REMOVED

EXHIBIT B

Master Liquefied Natural Gas Supply Agreement dated October 14, 2020 between Eagle Maxville and PLH (Barbuda) Limited and Transaction Confirmation dated October 14, 2020 between Eagle Maxville and PLH (Barbuda) Limited

First Amendment to Master LNG Supply Agreement dated November 12, 2020 and Fully Executed on January 5, 2021

PRIVILEGED AND CONFIDENTIAL INFORMATION HAS BEEN REMOVED

EXHIBIT C

Master Liquefied Natural Gas Supply Agreement dated October 14, 2020 between Eagle Maxville and PLH (Barbuda) Limited and Transaction Confirmation dated October 14, 2020 between Eagle Maxville and PLH (Barbuda) Limited, as Amended by First Amendment to Master LNG Supply Agreement dated November 12, 2020 and Fully Executed on January 5, 2021

SUMMARY OF MAJOR PROVISIONS

1. *DOE Order/FE Docket No(s):*
DOE Order No. 4078
FE Docket No. 17-79-LNG
2. *LNG Liquefaction/Export Facility and Location:*
The Maxville Facility is located in southwestern Duval County in Jacksonville, Florida.
3. *Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):*
Eagle LNG Partners Jacksonville II LLC is the owner of the Maxville Facility.
4. *Exact Legal Name of Parties/Counterparties to Contract:*
Seller: Eagle LNG Partners Jacksonville II LLC (“Seller”)
Buyer: PLH (Barbuda) Limited (“Buyer”)
5. *a. Contract Types (e.g. Purchase and Sale Agreement, Liquefaction Tolling Agreement, etc.):*
LNG supply and purchase agreement
b. Firm or Interruptible Contract:
Firm
6. *Date of the Contract:*
October 14, 2020; amendment incorporating certain language required by DOE/FE Order No. 4078 dated November 12, 2020 became effective upon final execution on January 5, 2021.
7. *Contract Term:*
The Master Agreement has an indefinite term subject to early termination rights of Buyer and Seller, and it is to remain in effect until the termination of all transaction confirmations entered into by the parties. The supply term of the Transaction Confirmation commences on April 1, 2021 and continues for 126 months.
8. *Annual Quantity:*
Seller agrees to supply and Buyer agrees to purchase up to 100 MMBtu of LNG per day

to be delivered in ISO containers.

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

If the Buyer does not purchase the Annual Committed Quantity, it must pay the Seller an amount equal to the Reservation Fee multiplied by the Deficiency Volume.

10. *Legal Name of Entity (ies) that has (have) Title to the Natural Gas and LNG through the LNG Facility until Export (at the loading of the ISO container onto a container ship):*

Eagle LNG Partners Jacksonville II LLC

11. *Export Destination Restrictions in the Contracts:*

Section 9.18 of the Master Agreement, as added by the First Amendment to Master LNG Supply Agreement dated November 12, 2020 and Fully Executed on January 5, 2021, incorporates the export destination restrictions required by Ordering Paragraph J of Order No. 4078.

12. *Resale Provisions:*

Section 9.18 of the Master Agreement, as added by the First Amendment to Master LNG Supply Agreement dated November 12, 2020 and Fully Executed on January 5, 2021, incorporates the resale restrictions required by Ordering Paragraph J of Order No. 4078.

13. *Other Major Non-proprietary Provisions, if Applicable:*

None