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April 12, 2016

## Via Hand-Delivery by Messenger

Mr. John Anderson
Office of Regulation and International Engagement
Office of Fossil Energy, Room 3E-052
Department of Energy
1000 Independence Ave., S.W.
Washington, D.C. 20585

Attention:

Dominion Cove Point LNG, LP

FE Docket Nos. 11-115-LNG and 11-128-LNG

Registration of Entity to Export LNG,

**PRIVILEGED AND CONFIDENTIAL** Submission of Contract, and Summary of Major Provisions of Contracts for Public Posting

#### Dear Mr. Anderson:

Dominion Cove Point LNG, LP ("DCP") was granted long-term, multi-contract authority to export liquefied natural gas (LNG) (1) to nations with whom the United States has entered into a free trade agreement requiring the national treatment of natural gas in Order No. 3019 issued in FE Docket No. 11-15-LNG on October 7, 2011 and (2) to non-free trade agreement nations in Order No. 3331-A issued in FE Docket No. 11-128-LNG on May 7, 2015. Each of the orders permits DCP to use its authorization to export LNG as an agent for other entities, after registering the other parties with DOE/FE. The orders also require DCP to file a non-redacted copy of each executed long-term contracts associated with the long-term export of LNG from its Project within thirty days of contract execution. If a contract is filed under seal subject to a claim of confidentiality or privilege, the Orders require DCP to submit for public posting a summary of the non-proprietary, major provisions of the contract.

On May 2, 2013, DCP submitted to DOE/FE, under seal on a confidential basis, (1) the Terminal Service Agreement by and between DCP and Pacific Summit Energy LLC ("PSE"), dated as of December 28, 2012, and (2) and the Terminal Service Agreement by and between DCP and GAIL Global (USA) LNG LLC, dated as of April 1, 2013. On that same day, DCP submitted a public filing in these proceedings providing a summary of the major terms of the contracts.

PSE subsequently assigned its Terminal Service Agreement to ST Cove Point LLC ("STCP"), a joint venture between PSE and Tokyo Gas America, Ltd. On March 14, 2016, DCP and STCP entered into the Amended and Restated Terminal Service Agreement (the "Amended and Restated TSA"). None of the major terms of the original Terminal Service Agreement with PSE were changed, other than the identity of the customer.

Office of Fossil Energy Department of Energy April 12, 2016 Page 2 of 2

In accordance with the requirement of its export authorizations, as set forth in Ordering Paragraph I of Order 3331-A and Ordering Paragraph D of Order 3019, DCP hereby submits, as **Attachment A under seal on a confidential basis**, a full and non-redacted copy of the Amended and Restated TSA by and between DCP and STCP, dated as of March 14, 2016. This contract is highly confidential and contains commercially valuable and proprietary information the disclosure of which would cause competitive and financial harm to DCP and STCP. Accordingly, DCP respectfully requests that the contract be treated and maintained as confidential to the greatest extent permitted by law.

DCP also submits, as **Attachment B** here, a summary for public posting of the major non-proprietary provisions of the Amended and Restated TSA. The summary utilizes the template followed by several other LNG projects when complying with the same contract filing requirement.

In addition, DCP also submits the information necessary to register STCP as an entity for which DCP will utilize its authorization to export LNG, in accordance with the terms of Ordering Paragraph K of Order 3331-A and Ordering Paragraph F of Order 3019. The ARTSA (at Section 4.1(b)) requires STCP to comply with all applicable requirements of the DOE/FE orders, including but not limited to destination restrictions. Additional information required for the registration of STCP is provided in the letter from STCP, dated April 1, 2016, which is provided here as **Attachment C**.

As explained in that letter, STCP has entered into two long-term contracts that are required to be submitted to DOE/FE: (1) a Gas Sales and Purchase Agreement, dated as of March 14, 2016, between STCP and PSE and (2) an LNG Sale and Purchase Agreement, dated as of March 14, 2016, between STCP and TG LNG PLUS Co., Ltd. Summaries of the major, non-proprietary terms of those contracts are provided as Exhibits to the letter from STCP included in Attachment C. As noted in the letter, STCP will submit full and non-redacted copies of these contracts directly to DOE/FE in a separate transmission.

If you have any questions about the filed contracts, the registration of STCP or related matters, please contact the undersigned counsel for DCP.

Sincerely,

J. Patrick Nevins

Hogan Lovells US LLP

Partner

Patrick.Nevins@hoganlovells.com

D (202) 637-6441

Counsel for

Dominion Cove Point LNG, LLC

Dominion Cove Point LNG, LP 707 E. Main Street Richmond, Virginia 23219 Attention: William B. Allen

Fax: +1 804 771 4808

Email: Bill.Allen@Dom.com

Re: In the Matter of Dominion Cove Point LNG, LP

FE Docket Nos. 11-115-LNG & 11-128-LNG

DOE/FE Order Nos. 3019 and 3331-A

Registration under Dominion Cove Point LNG, LP Export Authorizations

Dear Mr. Allen,

Pursuant to that certain Amended and Restated Terminal Service Agreement ("ARTSA") dated as of March 14, 2016, by and between ST Cove Point LLC ("STCP") and Dominion Cove Point LNG, LP ("DCP"), STCP hereby authorizes DCP to submit to the Department of Energy, Office of Fossil Energy ("DOE/FE") the following information for the purposes of registering STCP with the DOE/FE as an entity on whose behalf DCP or its applicable affiliate has the right to export pursuant to the authorizations issued on October 7, 2011 (DOE/FE Order No. 3019) (the "FTA Export Authorization") and May 7, 2015 (DOE/FE Order No. 3331-A) (the "Non-FTA Export Authorization" and collectively, the "Export Authorizations").

In compliance with the requirements of the Export Authorizations and the ARTSA, STCP provides the information below, which is current and accurate as of the date of this letter.

# 1. STCP Information

- a. STCP's exact legal name is ST Cove Point LLC.
- b. STCP is a Delaware limited liability company.
- c. STCP's primary place of doing business is the State of California.
- d. Regarding STCP's ownership structure, Pacific Summit Energy LLC ("PSE") owns a 51% interest in STCP, and Tokyo Gas America Ltd. ("TGA") owns a 49% interest in STCP. PSE's ultimate parent is Sumitomo Corporation, and TGA's ultimate parent is Tokyo Gas Co., Ltd.

## 2. STCP Inquiries

Inquiries may be directed to Jikja Chung, General Counsel, at:

2010 Main Street, Suite 1200 Irvine, California 92614

Attention: Legal

Telephone: +1 949 777 3218

Fax: +1 949 777 3244

Email: covepoint@sumitomocorp.com

# 3. STCP Contracts

STCP is currently party to two contracts that meet the requirements of Ordering Paragraph F of the FTA Export Authorization and Ordering Paragraph I of the Non-FTA Export Authorization for filing with the DOE/FE. These contracts are (i) that certain Gas Sale and Purchase Agreement, dated as of March 14, 2016, by and between STCP and PSE (the "GSA") and (ii) that certain LNG Sale and Purchase Agreement (FOB), dated as of March 14, 2016, by and between STCP and TG PLUS Co., Ltd. (the "TG LNG SPA"). Due to the confidential nature of the GSA and the TG LNG SPA, STCP has provided a summary of the key terms of the GSA as Exhibit A hereto and a summary of the key terms of the TG LNG SPA as Exhibit B hereto. Additionally, at the DOE/FE's request, STCP will separately send to the DOE/FE via courier unredacted copies of the GSA and the TG LNG SPA. In addition, STCP agrees to provide unredacted copies and summaries of any contracts meeting the descriptions set forth in Ordering Paragraph F of the FTA Export Authorization and Ordering Paragraph I of the Non-FTA Export Authorization that may be executed by STCP in the future.

Sincerely,

Yoshihiko Hori

President

ST Cove Point LLC

## Exhibit A

# GAS SALE AND PURCHASE AGREEMENT, DATED AS OF MARCH 14, 2016, BY AND BETWEEN ST COVE POINT LLC AND PACIFIC SUMMIT ENERGY LLC MAJOR PROVISIONS SUMMARY

DOE/FE Order No(s): 3019, 3331, 3331-A
 DOE/FE Docket No(s): 11-115-LNG, 11-128-LNG

2. LNG Liquefaction/Export Facility and Location:

Cove Point LNG Terminal in Lusby, Calvert County, Maryland.

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

ST Cove Point LLC and Pacific Summit Energy LLC have entered into a Gas Sale and Purchase Agreement, dated as of March 14, 2016 (the "Agreement"). ST Cove Point LLC has entered into an Amended and Restated Terminal Service Agreement, dated as of March 14, 2016 (the "ARTSA"), with Dominion Cove Point LNG, LP, the owner and operator of the Cove Point LNG Terminal, for 2.3 MMTPA of liquefaction capacity at the Cove Point LNG Terminal, such ARTSA having been previously filed with DOE/FE.

Pacific Summit Energy LLC will make deliveries under the Agreement using transportation capacity on the Cove Point Pipeline pursuant to that certain Pipeline Service Agreement, dated as of December 18, 2014, by and between Pacific Summit Energy LLC and Dominion Cove Point LNG, LP, with respect to 430,000 Dth per day of firm transportation services on the Cove Point Pipeline.

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

Seller: Pacific Summit Energy LLC, a Delaware limited liability company.

Buyer: ST Cove Point LLC, a Delaware limited liability company.

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

Gas Sale and Purchase Agreement.

5b. Firm or Interruptible Contract:

Firm.

6. Date of Contract:

March 14, 2016.

### 7. Contract Term:

The term of the Agreement commences on the execution date and, unless otherwise agreed in writing by the parties or earlier terminated in accordance with the terms of the Agreement, ends on the day on which the ARTSA expires (i.e., the first September 30<sup>th</sup> following the 20<sup>th</sup> anniversary of the Cove Point LNG Terminal export facilities in-service date) or is earlier terminated.

8. Quantity (annual and total, if appropriate, include +/- % flexibility):

Buyer will submit to seller a schedule indicating the flexible quantities of natural gas requested to be delivered to the Cove Point LNG Terminal each day during the term of the Agreement, and seller will deliver to buyer such quantities of natural gas. Flexibility on quantities is provided in order to enable ST Cove Point LLC to match the feed gas required to meet its obligations to Pacific Summit Energy LLC and TG PLUS Co., Ltd. under its long-term LNG purchase and sale agreements.

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

Not Applicable.

10. Legal Name of Entity(ies) that has (have) Title of the Natural Gas and LNG through the LNG Facility until Export (at the Flange of the Vessel):

ST Cove Point LLC.

## 11. Resale Provisions:

If a buyer under a LNG sale and purchase agreement does not take a quantity of LNG at the Cove Point Terminal from ST Cove Point LLC, then at ST Cove Point LLC's request, Pacific Summit Energy LLC will remarket the difference between the scheduled volume and the actual volume of feed gas requested to be delivered by ST Cove Point LLC to the Cove Point Terminal for liquefaction.

12. Other Major Non-Proprietary Provisions, if Applicable:

None.

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

DATED:

April 1st, 2016.

SUBMITTED BY:

Yoshihiko Hori

President

ST Cove Point LLC