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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.

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

April 1st, 2016

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**

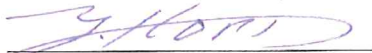
Inquiries may be directed to Jikja Chung, General Counsel, at:

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 B

**SALE AND PURCHASE AGREEMENT (FOB), DATED AS OF MARCH 14, 2016, BY AND
BETWEEN ST COVE POINT LLC AND TG PLUS CO., LTD.
MAJOR PROVISIONS SUMMARY**

1. **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 TG PLUS Co., Ltd. have entered into a LNG Sale and Purchase Agreement (FOB), 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 separately filed with DOE/FE.

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

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

Buyer: TG PLUS Co., Ltd., a Japanese corporation.

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

LNG Sale and Purchase Agreement (FOB).

- 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 terminated earlier in accordance with the terms of the Agreement, ends on the first September 30th that follows the 20th anniversary of the date of first commercial delivery at the Cove Point LNG Terminal.

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

An amount equal to approximately 74,000,000 MMBtus of LNG annually on a FOB basis, as adjusted pursuant to the terms of the Agreement.

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

Pursuant to the terms of the Agreement, during any contract year, seller is obligated to deliver to buyer the scheduled cargo quantity for each cargo or compensate buyer if such scheduled cargo quantity is not delivered, unless otherwise excused under the Agreement. Similarly, during any contract year, buyer is obligated to take and pay for the scheduled cargo quantity for each cargo, or compensate seller if such scheduled cargo quantity is not taken, unless otherwise excused under the Agreement.

10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long- or short-term supply, or both), if applicable. If this does not include the Purchase or Sale of Natural Gas, please mark this Section "Not Applicable":

Not Applicable.

11. 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.

12. Export Destination Restrictions in the Contract:

The Agreement restricts exports of LNG received by buyer from the Cove Point LNG Terminal to destination countries permitted under the applicable DOE/FE export authorizations.

13. Resale Provisions:

The Agreement requires that any direct or indirect sales or transfers of LNG received by buyer at the Cove Point LNG Terminal be delivered only to countries permitted under the applicable DOE/FE export authorizations and/or to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such countries.

14. 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