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July 11, 2019

# VIA EMAIL (FERGAS@HQ.DOE.GOV)

Amy Sweeney Director, Division of Natural Gas Regulation Office of Regulation, Analysis and Engagement Office of Fossil Energy, FE-34 1000 Independence Ave., S.W. Washington, DC 20585

Re: Cameron LNG, LLC, FE Docket Nos. 11-145-LNG, 11-162-LNG, 14-204-

LNG, 15-67-LNG

Submission by Registrant Total Gas & Power North America, Inc. Long-Term Contract Summary—Exchange Services Agreement

Dear Ms. Sweeney:

Cameron LNG, LLC ("Cameron LNG") has received, among others: (1) long-term, multi-contract authority to export liquefied natural gas ("LNG") to nations with whom the United States has entered into a Free Trade Agreement requiring the national treatment for trade in natural gas, see Order No. 3059, FE Docket No. 11-145-LNG (Jan. 17, 2012), amended, Order No. 3059-A (Aug. 13, 2018), and Order No. 3620, FE Docket No. 14-204-LNG (Apr. 9, 2015); and (2) long-term, multi-contract authority to export LNG to nations with whom the United States has not entered into a Free Trade Agreement requiring the national treatment for trade in natural gas, see Order No. 3391-A, FE Docket No. 11-162-LNG (Sept. 10, 2014), and Order No. 3797, FE Docket No. 15-67-LNG (Mar. 18, 2016) (collectively, "Export Authorizations").

Pursuant to the long-term contract filing requirements of the Export Authorizations, Total Gas & Power North America, Inc. ("TGPNA") submits herewith for filing a summary of an Exchanges Services Agreement between TGPNA and Marubeni Natural Gas and LNG America Corp. The format for this summary is the same format used by other authorization holders and registrants.

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Please contact the undersigned with any questions regarding this submission.

Respectfully submitted,

/s/ Brett A. Snyder

Brett A. Snyder Counsel for Total Gas & Power North America, Inc.

BAS:lnr Enclosures

#### **LONG TERM CONTRACT - LNG EXPORTS**

#### **MAJOR PROVISIONS SUMMARY**

1. DOE/FE Order No(s): 3059; 3059-A; 3391-A; 3620; and 3797
DOE/FE Docket No(s): 11-145-LNG; 11-162-LNG; 14-204-LNG; and 15-67-LNG

### 2. LNG Liquefaction/Export Facility and Location:

Cameron LNG facility located in and around Cameron Parish, Louisiana.

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

Total Gas & Power North America, Inc. ("TGPNA") is a tolling customer and a Registrant at the Cameron LNG facility.

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

Exchange Customer: Marubeni Natural Gas and LNG America Corp. ("MGLA")

Exchange Provider: Total Gas & Power North America, Inc.

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

Liquefaction Sub-Tolling Agreement ("Exchange Services Agreement")

#### *5b. Firm or Interruptible Contract:*

Firm

#### 6. Date of the Contract:

Executed between GDF Suez S.A and MGLA on October 25, 2013 and amended and restated on December 30, 2014.

Assigned from GLNG S.A.S (successor to GDF Suez S.A) to TGPNA on March 1, 2019

#### 7. Contract Term:

The initial term of the contract is from October 25, 2013 until the end of the last Gas Day of TGPNA's Liquefaction Regasification and Tolling Agreement with Cameron LNG, LLC (the "LRTA").

#### 8. Quantity (Annual and Total, if appropriate, include +/- % flexibility):

Access to up to 12.5 % of TGPNA's liquefaction capacity available under the LRTA, equivalent to 29.06 billion standard cubic feet per year subject to: (i) the applicable DOE/FE authorizations; and (ii) up to 12.5% of any additional liquefaction capacity that is made available to TGPNA under the terms of the LRTA.

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

The Exchange Services Agreement is a liquefaction sub-tolling agreement under which MGLA pays a fixed fee for the right to have natural gas delivered to TGPNA at the entry point to the Cameron LNG facility redelivered as LNG on board a vessel at the Cameron LNG terminal LNG Transfer Point up to a maximum agreed quantity. The obligation to pay the fixed fee for capacity is not based upon usage.

The fixed fee is subject to credits for certain service interruptions and events of force majeure. MGLA pays certain costs, including fixed and variable operations and maintenance costs, in proportion to its liquefaction capacity share on a pass through basis.

10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate. 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):

Total Gas & Power North America, Inc.

#### 12. Export Destination Restrictions in the Contract:

The contract makes MGLA subject to the conditions of the DOE/FE authorizations including those in relation to export destination restrictions.

#### 13. Resale Provisions:

The contract makes MGLA subject to the conditions of the DOE/FE authorizations including those in relation to resale contracts.

#### 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:** July 11, 2019

**SUBMITTED BY:** 

/s/ Joseph Burfitt

Joseph Burfitt

**Total American Services**