

**RECEIVED**

**By Docket Room at 03/16/2023 4:23 p.m.**



Cove Point LNG, LP  
6603 West Broad Street  
Richmond, VA 23230

March 15, 2023

Jennifer Wade  
Office of Regulation and International Engagement  
Office of Fossil Energy, FE-34  
Department of Energy  
1000 Independence Ave. S.W.  
Washington, DC 20585

**VIA E-MAIL ONLY**  
fergas@hq.doe.gov

Re: In the Matter of Cove Point LNG, LP  
FE Docket Nos. 11-115-LNG and 11-128-LNG  
DOE/FE Order Nos. 3019 and 3331-A  
Notice of Errata to Notification of Changes to LNG SPA – ST Cove Point, LLC

Dear Ms. Wade:

On March 15, 2023, Cove Point LNG, LP filed a notice of name change. The last paragraph on page one of the notice had an error as follows:

“ST Cove Point LLC has notified Cove Point LNG, LP that Tokyo Gas Co., LTD announced a merger with **TG Plus Co., LTD, a wholly owned subsidiary of ST Cove Point, LLC**. Effective February 24, 2023, TG Plus Co., LTD assigned its Sales and Purchase Agreement (SPA) to Tokyo Gas Co., LTD.”

Attached to this notice is the corrected Notification of Changes to LNG SPA filed on March 15, 2023, in FE Docket Nos. 11-115-LNG and 11-128-LNG.

If you have any questions about this notification, please contact the undersigned counsel for Cove Point LNG, LP either via email at [George.Flugrad@bhegts.com](mailto:George.Flugrad@bhegts.com) or phone at 804-613-5206.

Sincerely,

/s/ George W. Flugrad

George W. Flugrad  
Senior Counsel  
Cove Point LNG, LP



Cove Point LNG, LP  
6603 West Broad Street  
Richmond, VA 23230

March 16, 2023

Jennifer Wade  
Office of Regulation and International Engagement  
Office of Fossil Energy, FE-34  
Department of Energy  
1000 Independence Ave. S.W.  
Washington, DC 20585

**VIA E-MAIL ONLY**  
fergas@hq.doe.gov

Re: In the Matter of Cove Point LNG, LP  
FE Docket Nos. 11-115-LNG and 11-128-LNG  
DOE/FE Order Nos. 3019 and 3331-A  
**[AMENDED]** Notification of Changes to LNG SPA – ST Cove Point, LLC

Dear Ms. Wade:

Cove Point LNG, LP was granted 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 of natural gas in Order No. 3019 issued in FE Docket No. 11-115-LNG October 7, 2011, and to non-free trade agreement nations in Order No. 3331-A issued in FE Docket No. 11-128-LNG May 7, 2015.

April 1, 2016, ST Cove Point, LLC provided notification to Cove Point LNG, LP stating they are 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. Also included with this notification was 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) stating Seller and Buyer as follows:

Seller: ST Cove Point, LLC, a Delaware limited liability company  
Buyer: TG PLUS Co., Ltd., a Japanese Corporation

In compliance with the requirements under Paragraph L of Non-FTA Export Order No. 3331-A and Paragraph G of FTA Export Order No. 3019 stating that any changes in company name, contact information, change in term of the long-term contract, or other relevant modification be submitted within 30 days of such change(s).

ST Cove Point LLC has notified Cove Point LNG, LP that Tokyo Gas Co., LTD announced a merger with TG Plus Co., LTD, **a wholly owned subsidiary of Tokyo Gas Co., LTD**. Effective February 24, 2023, TG Plus Co., LTD assigned its Sales and Purchase Agreement (SPA) to Tokyo Gas Co., LTD.

Additional electronic attachments:

- Notification letter from STCP dated February 23, 2023
- Letter STCP provided to Dominion Cove Point LNG dated April 1, 2016, with information related to Sale and Purchase Agreements for STCP. Document highlighted in two affected places.
- Letter Dominion Cove Point LNG, LP provided to DOE dated April 12, 2016, providing Submission of Contract information.

If you have any questions about this notification, please contact the undersigned counsel for Cove Point LNG, LP either via email at [George.Flugrad@bhegts.com](mailto:George.Flugrad@bhegts.com) or phone at 804-613-5206.

Sincerely,

/s/ George W. Flugrad

George W. Flugrad  
Senior Counsel  
Cove Point LNG, LP

**RECEIVED**

By Docket Room at 3:48 pm, Mar 15, 2023



Cove Point LNG, LP  
6603 West Broad Street  
Richmond, VA 23230

March 15, 2023

Jennifer Wade  
Office of Regulation and International Engagement  
Office of Fossil Energy, FE-34  
Department of Energy  
1000 Independence Ave. S.W.  
Washington, DC 20585

**VIA E-MAIL ONLY**  
fergas@hq.doe.gov

Re: In the Matter of Cove Point LNG, LP  
FE Docket Nos. 11-115-LNG and 11-128-LNG  
DOE/FE Order Nos. 3019 and 3331-A  
Notification of Changes to LNG SPA – ST Cove Point, LLC

Dear Ms. Wade:

Cove Point LNG, LP was granted 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 of natural gas in Order No. 3019 issued in FE Docket No. 11-115-LNG October 7, 2011, and to non-free trade agreement nations in Order No. 3331-A issued in FE Docket No. 11-128-LNG May 7, 2015.

April 1, 2016, ST Cove Point, LLC provided notification to Cove Point LNG, LP stating they are 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. Also included with this notification was 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) stating Seller and Buyer as follows:

Seller: ST Cove Point, LLC, a Delaware limited liability company  
Buyer: TG PLUS Co., Ltd., a Japanese Corporation

In compliance with the requirements under Paragraph L of Non-FTA Export Order No. 3331-A and Paragraph G of FTA Export Order No. 3019 stating that any changes in company name, contact information, change in term of the long-term contract, or other relevant modification be submitted within 30 days of such change(s).

ST Cove Point LLC has notified Cove Point LNG, LP that Tokyo Gas Co., LTD announced a merger with TG Plus Co., LTD, a wholly owned subsidiary of ST Cove Point, LLC. Effective February 24, 2023, TG Plus Co., LTD assigned its Sales and Purchase Agreement (SPA) to Tokyo Gas Co., LTD.

Additional electronic attachments:

- Notification letter from STCP dated February 23, 2023
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- Letter Dominion Cove Point LNG, LP provided to DOE dated April 12, 2016, providing Submission of Contract information.

If you have any questions about this notification, please contact the undersigned counsel for Cove Point LNG, LP either via email at [George.Flugrad@bhegts.com](mailto:George.Flugrad@bhegts.com) or phone at 804-613-5206.

Sincerely,

/s/ George W. Flugrad

George W. Flugrad  
Senior Counsel  
Cove Point LNG, LP

February 23, 2023

Via Electronic Mail

Cove Point LNG, LP  
6603 West Broad St.,  
Richmond, Virginia 23230  
Attention: David Monger

Re: Notification of change in information of LNG Sale and Purchase Agreement

Dear Mr.Monger,

ST Cove Point LLC("STCP") and COVE POINT LNG, LP, ("CPL") entered into that certain Amended and Restated Terminal Service Agreement (the "ARTSA") in order to amend and restate the TSA dated March 14, 2016. Unless otherwise defined, capitalized terms used herein shall have the meaning ascribed to them in the ARTSA.

Pursuant to Section 4.1(b) of the ARTSA, STCP hereby notifies CPL that TG Plus Co., Ltd. ("TGP") will assign the LNG Sale and Purchase Agreement (FOB), elated as of March 14, 2016, by and between STCP and TGP to the Guarantor, Tokyo Gas Co., Ltd. on February 24th, 2023;

Sincerely,

*Hiroaki Iwashita*

---

Name: Hiroaki Iwashita

Title: President  
ST Cove Point LLC  
1021 East Cary St. #1920, Richmond, VA, 23219, USA  
Two James Center  
Attention: President  
Fax: + 1.804.482.5670  
Email: stcp@stcove.com

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**

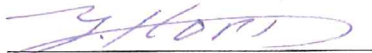
Inquiries may be directed to Jikja Chung, General Counsel, at:

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 30<sup>th</sup> that follows the 20<sup>th</sup> 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:



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**Yoshihiko Hori**  
President  
ST Cove Point LLC

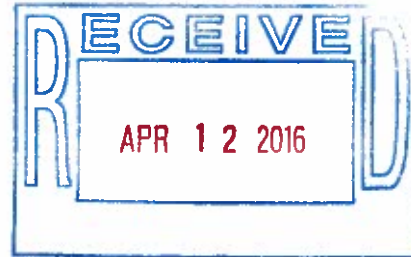


Hogan Lovells US LLP  
Columbia Square  
555 Thirteenth Street, NW  
Washington, DC 20004  
T +1 202 637 5600  
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www.hoganlovells.com

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](mailto:Patrick.Nevins@hoganlovells.com)  
D (202) 637-6441

Counsel for  
Dominion Cove Point LNG, LLC

**DOMINION COVE POINT LNG, LP  
FE DOCKET NOS. 11-115-LNG and  
11-128-LNG**

# **ATTACHMENT A**

**PRIVILEGED AND CONFIDENTIAL**

**FILED UNDER SEAL**



# **ATTACHMENT B**

**AMENDED AND RESTATED TERMINAL SERVICE AGREEMENT  
BETWEEN ST COVE POINT LLC AND DOMINION COVE POINT LNG, LP  
DATED AS OF MARCH 14, 2016**

**SUMMARY OF MAJOR PROVISIONS**

**1. DOE Order/FE Docket Nos.:**

DOE/FE Order No. 3019 in FE Docket No. 11-115-LNG, and  
DOE/FE Order No. 3331-A in FE Docket No. 11-128-LNG.

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

The existing Dominion Cove Point LNG Terminal located in Lusby, Maryland.

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

The contract has been entered into by Dominion Cove Point LNG, LP, the owner of the existing Cove Point LNG Terminal, at which liquefaction facilities are currently under construction.

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

Operator: Dominion Cove Point LNG, LP  
Customer: ST Cove Point LLC

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

Terminal Service Agreement, providing a tolling service.

**b. Firm or Interruptible Contract:**

Firm.

**6. Date of the Contract:**

March 14, 2016.

**7. Contract Term:**

The term of the contract commences on the date of execution. Service under the contract will commence, essentially, when the required facilities are completed. After that starting date, the contract continues for a primary term of twenty (20) years.

**8. Annual Quantity:**

The contract provides for firm capacity to liquefy natural gas and load LNG onto ships an annual amount of 120,450,000 Dth, on average over each six years. More precisely, the total contractual amount will be 121,635,531 Dth per year for five out of every six years, and 114,522,343 Dth in each sixth year, reflecting a cycle of a major planned maintenance outage once every six years. In addition, the contract provides for access as "overrun" service to certain LNG production capability that may exist in excess of this contracted firm capacity.



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

The contract is a tolling arrangement pursuant to which the Customer has no obligation to liquefy any gas or export any LNG, but must pay the Operator set monthly charges whether or not it utilizes the contractual rights to service, subject to and in accordance with the terms and conditions of the contract.

**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 a purchase or sale of natural gas, please mark this section "Not Applicable":**

The Customer is responsible for obtaining its own gas supplies and transporting the supplies to the Terminal.

**11. Legal Name of Entity(ies) that has (have) Title to 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 Customer may elect any destination, except that the contract restricts exports of LNG to destination countries permitted under (i) the applicable DOE/FE export authorizations and (ii) U.S. law.

**13. Resale Provisions:**

The contract requires that the Customer will resell or transfer LNG delivered under the contract only to countries allowed by the DOE/FE export authorizations and/or to purchasers or transferees that have agreed in writing to limit their direct and 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 12, 2016

Submitted by:

  
\_\_\_\_\_  
J. Patrick Nevins  
Hogan Lovells US LLP

Counsel for  
Dominion Cove Point LNG, LP

# **ATTACHMENT C**

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**

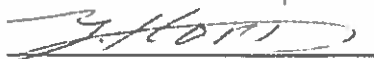
Inquiries may be directed to Jikja Chung, General Counsel, at:

2010 Main Street, Suite 1200  
Irvine, California 92614  
Attention: Legal  
Telephone: +1 949 777 3218  
Fax: +1 949 777 3244  
Email: covpoint@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**

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 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:

A handwritten signature in black ink, appearing to read "Yoshihiko Hori", is written over a horizontal line.

**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 30<sup>th</sup> that follows the 20<sup>th</sup> 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