

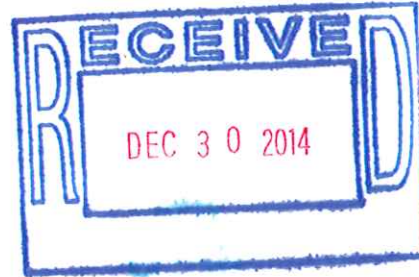
# Akin Gump

STRAUSS HAUER & FELD LLP

VERA C. NEINAST  
512.499.6224/1.512.499.6290  
vneinast@akingump.com

December 30, 2014

Mr. John Anderson  
Office of Fossil Energy  
U.S. Department of Energy  
FE-34  
1000 Independence Avenue, S.W.  
Washington, DC 20585



Re: Dominion Cove Point LNG, LP  
FE Docket No. 11-128-LNG  
Filing of Long Term Supply Agreement Under Seal and Public Summary

Dear Mr. Anderson:

On September 11, 2013, the U.S. Department of Energy, Office of Fossil Energy (“DOE/FE”) issued DOE/FE Order No. 3331, conditionally authorizing Dominion Cove Point, LNG, LP (“DCP”) to export liquefied natural gas (“LNG”) from the Cove Point LNG terminal to non-Free Trade Agreement nations. As noted in DOE/FE Order No. 3331 at 11, GAIL Global (USA) LNG, LLC (“GGULL”) is one of the customers that has executed a terminal services agreement with DCP for capacity in the Cove Point LNG terminal.

Ordering Paragraph G of DOE/FE Order No. 3331 requires DCP to file, or to cause others to file, all executed long-term contracts associated with the long-term supply of natural gas to the Cove Point LNG terminal. Ordering Paragraph G provides the filing entity several filing options, including the option to file both a non-redacted copy of the contract under seal, and a summary of major provisions of the contract for public posting. Ordering Paragraph G also requires the filing entity to show why the non-disclosed information should be exempted from public disclosure.

On November 30, 2014, GGULL executed a Gas Sale and Purchase Agreement (“Agreement”) for the long-term supply of natural gas with WGL Midstream, Inc. (“WGLM”). In accordance with the requirements set forth in Ordering Paragraph G of DOE/FE Order No. 3331, GGULL is submitting a non-redacted copy of the Agreement under seal, which GGULL requests the DOE/FE to keep confidential, and a summary of the major provisions of the Agreement, which can be put in the public file. One copy of the non-redacted Agreement is included in the enclosed sealed envelope, which has been marked privileged and confidential. An original and 15 copies of the summary are also enclosed herewith.

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GGULL submits that the Agreement meets the six criteria set forth in 10 C.F.R. 1004.11(f) of the DOE 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 Agreement has been held in confidence by GGULL and WGLM, and the Agreement itself contains a confidentiality provision.

(2) The Agreement 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) GGULL is submitting the Agreement to the DOE/FE under seal, with a request to keep the Agreement confidential.

(4) The Agreement is not publicly available.

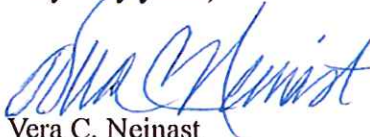
(5) Public disclosure of the Agreement by DOE/FE is likely to cause other export license holders or registrants to be reluctant to submit unredacted copies of their gas supply agreements to DOE/FE; thus, public disclosure could impair DOE/FE's ability to obtain similar information from others in the future; and

(6) Disclosure of the unredacted Agreement is likely to cause substantial harm to the competitive positions of GGULL and WGLM.

For the foregoing reasons, GGULL respectfully requests that the non-redacted copy of the Agreement be kept confidential by DOE/FE. The Agreement contains pricing and other competitively sensitive commercial information that is exempt from disclosure under the Administrative Procedure Act, 5 U.S.C. 552(b)(4), and under the DOE regulations, 10 C.F.R. 590.202(e) and 10 C.F.R. 1004.11.

Please do not hesitate to contact the undersigned if you have any questions regarding this filing.

Very truly yours,



Vera C. Neinast  
Attorney for GAIL Global (USA) LNG, LLC

Enclosures



Gas Sale and Purchase Agreement Summary

On November 30, 2014, WGL Midstream, Inc. ("WGLM"), a subsidiary of WGL Holdings, Inc., and GAIL Global (USA) LNG LLC ("GGULL") entered into a Gas Sale and Purchase Agreement (the "Agreement"). Through this long-term agreement, WGLM is GGULL's sole supplier of a minimum of 340,000 Dth/day up to 430,000 Dth/day (inclusive of fuel) of natural gas over a 20-year period, commencing on the in-service date of the Cove Point LNG export facility (the "Export Facility"), which provides liquefaction services at the regasification and liquefaction facilities at the Cove Point LNG terminal located in Cove Point, Maryland (the "Terminal"). There are potential extension rights at the end of the term of the Agreement. GGULL previously signed a Terminal Service Agreement with Dominion Cove Point LNG, LP (the "Operator") for 2.3 mmtpa of the liquefaction capacity at the Export Facility (as filed with the DOE on May 2, 2013), and the Agreement is a full requirement contract for the natural gas required by GGULL for purposes of the TSA. The supply of gas is based upon the operational needs at the Export Facility.

Under the Agreement, WGLM will sell and deliver to GGULL the base volume of gas each day during the delivery term. In addition, GGULL also may elect flexible volumes of gas in excess of base volumes. The flexible volume election is made for operational purposes in order to accommodate changes in the volumes of liquefaction services made available by the Operator. In addition to base volumes and flexible volumes, WGLM may also provide GGULL with commissioning gas during the commissioning of the Export Facility.

WGLM will make deliveries under the Agreement using transportation capacity released by GGULL through an asset management arrangement, where WGLM will act as an asset manager for GGULL with respect to 430,000 Dth per day of firm transportation on the Cove Point pipeline system (the "Capacity"). The Capacity on the Cove Point Pipeline extends from the inlet at the Terminal to delivery points into Cove Point Pipeline located at: (i) TCO, Loudoun and (ii) Transco, Pleasant Valley (the "Cove Point Pipeline").

The Agreement provides for certain periods of planned maintenance, during which the parties have no obligation to sell, deliver, buy or receive gas. During periods of unplanned maintenance, WGLM will remarket the gas on behalf of GGULL. WGLM will also remarket the volumetric difference in gas when the actual volume of gas for liquefaction services utilized by GGULL in a month is less than the sum of the base volumes and certain flexible volumes due to operational requirements. Alternatively, GGULL may elect to remarket its own gas.