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July 29th, 2016

#### Via Electronic Mail

Mr. John A. Anderson Office of Fossil Energy U.S. Department of Energy Forrestal Building, FE-34 1000 Independence Avenue, S.W. Washington, D.C. 20585

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 Long-Term LNG Export Contract Summary

Dear Mr. Anderson:

Dominion Cove Point ŁNG, LP ("Dominion") has filed two applications for long-term export authorizations with the U.S. Department of Energy, Office of Fossil Energy ("DOE/FE"), namely FE Docket Nos. 11-115-LNG and 11-128-LNG, and in connection with such applications, DOE/FE issued Order Nos. 3019 on October 7, 2011 (the "FTA Export Authorization") and 3331-A on May 7, 2015 (the "Non-FTA Export Authorization").

ST Cove Point LLC ("STCP") is currently party to a contract that meets the requirements of Ordering Paragraph F of the FTA Export Authorization and Ordering Paragraph I of the Non-FTA Export Authorization. This contract is that certain Amended and Restated LNG Sale and Purchase Agreement, dated as of July 25th, 2016, by and between STCP and Pacific Summit Energy LLC (the "CPC SPA"). Due to the confidential nature of the CPC SPA, STCP is providing a summary of the major provisions of the CPC SPA as Exhibit A hereto. An unredacted copy of the CPC SPA is being sent separately by courier to DOE/FE. 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.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me at the address set forth below.

# Respectfully submitted,

Yoshihiko Hori

President

ST Cove Point LLC 2010 Main Street, Suite 1200 Irvine, California 92614 Attention: Legal Fax: +1 949 777 3244

### Exhibit A

# AMENDED AND RESTATED LNG SALE AND PURCHASE AGREEMENT, DATED AS OF JULY 25th, 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 an Amended and Restated LNG Sale and Purchase Agreement, dated as of July 25th, 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 MTPA 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: Pacific Summit Energy LLC, a Delaware limited liability company.

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

LNG Sale and Purchase Agreement.

5b. Firm or Interruptible Contract:

Firm.

6. Date of Contract:

July 25th, 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 0.9 MTPA 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 make available to buyer the scheduled cargo quantity for each cargo or compensate buyer if such scheduled cargo quantity is not made available, 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: 29 th July, 2016

SUBMITTED BY:

Yoshihiko Hori

President

ST Cove Point LLC