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September 25, 2017

Ms. Amy Sweeney
Director, Division of Natural Gas Regulation
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 Agreement Under Seal and Public Summary

Dear Ms. Sweeney:

Pursuant to Ordering Paragraph I of DOE/FE Order No. 3331-A, attached hereto are a non-redacted copy of a LNG Sale and Purchase Agreement (“Agreement”) between GAIL Global (USA) LNG, LLC (“GGULL”) and GAIL (India) Limited (“GAIL”), and a summary of major provisions of the Agreement for public posting.

GGULL is submitting the non-redacted copy of the Agreement under seal in a separately marked envelope, as authorized by Ordering Paragraph I of DOE/FE Order No. 3331-A, and respectfully requests the DOE/FE to keep the Agreement confidential. 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 GAIL, 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;

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(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 GAIL.

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,

/s/ Vera C. Neinast

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

Enclosures

**LONG-TERM CONTRACT – LNG EXPORTS
MAJOR PROVISIONS SUMMARY**

- 1. DOE/FE Order No.:** Order No. 3331-A
FE Docket No.: 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.):**

GAIL Global (USA) LNG, LLC, a capacity holder in the Cove Point LNG Terminal, has entered into a LNG Sale and Purchase Agreement with its affiliate GAIL (India) Limited. Neither GAIL Global (USA) LNG, LLC nor GAIL (India) Limited is affiliated with the Cove Point LNG Terminal.

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

Seller: GAIL Global (USA) LNG, LLC
Buyer: GAIL (India) Limited

- 5. 5a. Contract Types (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 the Contract:**

September 1, 2017

- 7. Contract Term:**

The term commences on the export facilities in-service date and, unless the contract is terminated in accordance with its terms, continues in force and effect until December 31 of the year in which the twentieth (20th) anniversary of the export facilities in-service date occurs.

8. Annual Quantity:

The annual contract quantity is 121,635,531 MMBtu except for operating year 6, 12 & 18, when the annual contract quantity is 114,522,343 MMBtu.

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

Buyer is obligated to take and pay for the scheduled cargo quantity, or compensate Seller if such scheduled cargo quantity is not taken, unless otherwise excused under the contract.

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

Not applicable

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):

GAIL Global (USA) LNG, LLC

12. Export Destination Restrictions in the Contract:

The contract restricts the export of LNG received by Buyer at the Cove Point LNG Terminal facility to destination countries permitted under the applicable DOE/FE export authorizations.

13. Resale Provisions:

Buyer acknowledges and agrees that it will resell or transfer LNG received by Buyer at the Cove Point LNG Terminal facility for delivery only to countries authorized 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 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: September 25, 2017

SUBMITTED BY:

/s/ Vera C. Neinast

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