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June 10, 2013

#### **VIA E-MAIL**

John Anderson U.S. Department of Energy 1000 Independence Avenue, SW Washington, DC 20585

Re: Cameron LNG, LLC, FE Docket No. 11-145-LNG

**Long-Term Contract Summaries** 

Dear Mr. Anderson:

Cameron LNG, LLC 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 for trade in natural gas. *See Cameron LNG, LLC*, DOE/FE Order No. 3059, FE Docket No. 11-145-LNG (Jan. 17, 2012) ("Order No. 3059"). Cameron LNG also has pending in FE Docket No. 11-162-LNG an application to export LNG to non-FTA countries.

Pursuant to Ordering Paragraph (D) of Order No. 3059, Cameron LNG submits herewith for filing a summary of a Liquefaction and Regasification Tolling Agreement ("LRTA") with each of GDF SUEZ S.A., MC Global Gas Corporation, and Mitsui & Co. Cameron LNG Sales, Inc. Cameron LNG is separately filing unredacted copies of the LRTAs under seal.

In making this submission, Cameron LNG is following the contract filing procedures set forth in DOE/FE's most recent non-FTA LNG export order, *Freeport LNG Expansion*, *L.P.*, DOE/FE Order No. 3282, FE Docket No. 10-161-LNG ("Order No. 3282"). *See id.* at 117–19. Order No. 3282 states that an authorization holder may file long-term contracts under seal along with a summary of all major provisions of a relevant contract. *See id.* at 118–19. Cameron LNG is using as a template for its LRTA summaries the public summaries filed by Freeport LNG



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Expansion, L.P. and FLNG Liquefaction, LLC on April 12, 2013, in FE Docket Nos. 10-160-LNG and 12-06-LNG.

Please contact the undersigned with any questions regarding this submission.

Sincerely,

/s/ Mark R. Haskell

Mark R. Haskell

Counsel to Cameron LNG, LLC

Enclosures

# LONG TERM CONTRACT-LNG EXPORTS MAJOR PROVISIONS SUMMARY

DOE/FE Order No(s): DOE/FE Order No. 3059
 DOE/FE Docket No(s): FE Docket No. 11-145-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.):

The contract has been entered into by the owner of the existing Cameron LNG regasification facility located in and around Cameron Parish, Louisiana, currently proposed for expansion to add liquefaction facilities.

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

Cameron LNG, LLC MC Global Gas Corporation

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

Liquefaction and Regasification Tolling Agreement

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

Firm

## 6. Date of the Contract:

May 16, 2013

## 7. Contract Term:

Initial term commencing on the execution date and ending on the 20<sup>th</sup> anniversary of the gas day immediately preceding the date that Cameron LNG's DOE/FE export authorization to non-free trade agreement countries commences. The initial term will be extended automatically to the earlier of (i) the gas day immediately preceding the 20<sup>th</sup> anniversary of the date that Cameron LNG liquefaction facility is operating at full capacity; and (ii) the last gas day of the term of Cameron LNG's DOE/FE export authorization to non-free trade agreement countries.

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

Up to 232.49 billion standard cubic feet per year subject to the applicable DOE/FE export authorizations.

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

The liquefaction and regasification tolling agreement is a tolling arrangement pursuant to which the customer pays a fixed fee for the right to receive liquefaction or regasification services in respect of natural gas or LNG delivered by the customer to the Cameron LNG facility, 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*. Customers pay certain costs, including fixed and variable operations and maintenance costs, on a pass-through basis, the quantum of which may vary based on whether the terminal provides liquefaction or regasification service.

# 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":

Cameron LNG will be responsible for the short-term supply of natural gas only during the commissioning period, otherwise Cameron LNG will only purchase or sell natural gas (from or to third parties) if necessary in the event of an emergency situation to protect the safety and integrity of the facility.

# 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):

MC Global Gas Corporation

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

The contract restricts exports of LNG received by the customer from the Cameron liquefaction and regasification facility 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 include any specific contractual provisions as may be required under the applicable DOE/FE export authorizations and U.S. law with respect to any sales agreement, off-take agreement, or other agreement for the export of LNG received from the Cameron liquefaction facility.

# 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:** June 10, 2013

# **SUBMITTED BY:**

/s/ William D. Rapp
William D. Rapp
Attorney
Cameron LNG, LLC