

## TOSHIBA CORPORATION

1-1,SHIBAURA 1-CHOME, MINATO-KU TOKYO 105-8001,JAPAN PHONE:+81-3-3457-3060 FACSIMILE:+81-3-5444-9265

September 9, 2013

Freeport LNG Expansion, L.P. Attn: President 333 Clay Street, Suite 5050 Houston, TX 77002

RE: Registration under FLEX Export Authorization - DOE/FE Order No. 2913, 3066 and 3282

Dear Sir:

Pursuant to Section 11.2 of that certain Liquefaction Tolling Agreement, dated as of September 9, 2013 (the "LTA") by and between Toshiba Corporation ("Customer"), FLNG Liquefaction 3, LLC, and Freeport LNG Expansion, L.P. ("FLEX"), Customer hereby authorizes FLEX to submit to the Department of Energy ("DOE") the following information for the purposes of registering Customer with the DOE as a Person on whose behalf FLEX, or its applicable Affiliate, has the right to export pursuant to the FLEX Export Authorization issued on February 10, 2011 (DOE/FE Order No. 2913), February 10, 2012 (DOE/FE Order No. 3066) and May 17, 2013 (DOE/ FE Order No. 3282). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the LTA.

- 1. <u>Customer Information</u>. Pursuant to the requirements of said FLEX Export Authorization, Customer provides the information below, which is current and accurate as of the date of this letter:
  - (a) Customer's exact legal name is Toshiba Corporation, a Japanese corporation, with its principal office at 1-1, Shibaura 1-Chome, Minato-ku, Tokyo 105-8001, Japan; and
  - (b) any inquires may be directed to the following corporate officer or employee of Customer:

Name/Title: Shinichi Hayafune

Senior Manager, Business Strategy and Planning Div.

Toshiba Corporation Power Systems Company

Address: 1-1, Shibaura 1-Chome, Minato-ku, Tokyo 105-8001, Japan

E-mail Address: shinichi.hayafune@toshiba.co.jp

Telephone: +81-3-3457-3060

Fax: +81-3-5444-9265



## 2. Customer Contracts.

- (a) Customer shall provide to the DOE copies of the following contracts that Customer subsequently executes:
  - (i) any long-term contracts, including processing agreements, that result in the export of natural gas pursuant to a FLEX Export Authorization, including LNG; and
  - (ii) any long-term contracts associated with the long-term supply of natural gas to the Freeport Facility with the intent to process this natural gas into LNG for export pursuant to the FLEX Export Authorization referenced above.
- (b) Customer elects to submit contracts directly to the DOE and (i) represents that it has attached hereto as Attachment A summaries of any contracts previously executed by Customer meeting either of the descriptions set forth in Paragraph 2(a) above and agrees to submit full copies of all such contracts to the DOE within five (5) Business Days of the date of this letter (along with any request for confidentiality that Customer may be required to make under its agreements with FLEX or that Customer may otherwise wish to make); and (ii) hereby agrees to provide to FLEX, no later than five (5) Business Days prior to the relevant DOE deadline, summaries of any contracts subsequently executed by Customer that meet either of the descriptions set forth in Paragraph 2(a) above and agrees to submit full copies of all such contracts to the DOE by such deadline (along with any request for confidentiality that Customer may be required to make under its agreements with FLEX or that Customer may otherwise wish to make).
- (c) In instances where Customer is providing a summary of any contract to both DOE and FLEX, Customer shall provide DOE and FLEX with identical summaries.
- 3. <u>Updates</u>. Customer hereby agrees to provide FLEX with written notice and updated information with respect to the items listed below no later than five (5) Business Days prior to the relevant DOE deadline:
  - (a) a change in its company name;
  - (b) a change in its contact information;
  - (c) a change in the term of any long-term contract described in Paragraph 2, above:



- (d) the termination of any long-term contract described in Paragraph 2, above; and
- (e) any other relevant modification to any of the contracts described or information provided in this letter.
- 4. Compliance with Export Authorization and Regulations. To the extent that Customer does not take responsibility for directly registering itself with the DOE, Customer hereby acknowledges and agrees to provide all information necessary to permit FLEX to register Customer with the DOE as required by the FLEX Export Authorization referenced above. Customer further acknowledges and agrees to comply with such FLEX Export Authorization and all applicable requirements of the DOE's regulations at 10 CFR Part 590, including but not limited to the destination restrictions set forth in such FLEX Export Authorization. Customer agrees to sell or transfer LNG exported pursuant to the FLEX Export Authorization referenced above only to entities that have agreed in writing to the destination restrictions and reporting requirements set forth in that Export Authorization and have agreed to include such terms in all subsequent sales or transfers.

Very truly yours,

By:

Name: Shinichi Hayafune

Title: Senior Manager,

Power Business Development &

**Promotion Department** 

Business Strategy and Planning Div.

Date: September 9, 2013



## Attachment A

Customer represents that, as of the date of this letter, Customer has not executed any contracts meeting either of the descriptions set forth in Paragraph 2(a) of this letter.