

Les Lo Baugh
Attorney at Law
310.500.4638 tel
310.500.4602 fax
LLoBaugh@bhfs.com

April 12, 2013

VIA FEDERAL EXPRESS & EMAIL

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

**RE: Long-Term Contracts
Freeport LNG Expansion, L.P. and FLNG Liquefaction, LLC ("FLEX")**

Dear Mr. Anderson:

Freeport LNG Expansion, L.P. and FLNG Liquefaction, LLC ("FLEX") have filed four applications for long-term export authorizations, namely DOE/FE Docket Nos. 10-160-LNG, 12-06-LNG, 10-161-LNG and 11-161-LNG. In Docket Nos. 10-160-LNG and 12-06-LNG, DOE/FE issued Order Nos. 2913 and 3066, respectively. As requested in the applications, these orders conditionally authorize the export of domestic LNG to countries with which the United States has a Free Trade Agreement ("FTA") calling for the national treatment of natural gas. (The applications in Docket Nos. 10-161-LNG and 11-161-LNG both request authorization to export domestic LNG to non-FTA countries and those applications are still awaiting a decision by DOE/FE.)

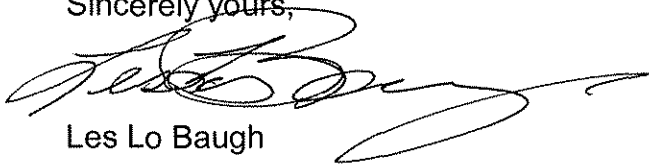
In DOE/FE Order Nos. 2913 and 3066, FLEX was directed to file under seal long-term contracts for its liquefaction export services. FLEX was also required to register with DOE/FE any customer for whom it would act as agent for LNG exports. FLNG Liquefaction executed a long term contract with Chubu Electric Power Co, Inc., Osaka Gas Co., Ltd. and BP Energy Company ("Customers"). Therefore, in full compliance with DOE Order Nos. 2913 and 3066, FLEX filed with DOE/FE both a copy of that long-term contract under seal and the required registration for the Customers.

Recently DOE/FE has requested that FLEX also file with DOE/FE: (1) a form containing certain summary information from the long-contract; or (2) in lieu of filing the summary form, a redacted version of the long-term contract. In compliance with that directive from

Mr. John Anderson
April 12, 2013
Page 2

DOE/FE, FLEX hereby files the summary form with the information requested. (Enclosed herein.)

Sincerely yours,

A handwritten signature in black ink, appearing to read "Les Lo Baugh", with a long, sweeping flourish extending to the right.

Les Lo Baugh

LEL:prh

Enclosure

cc: Edward B. Myers
John Tobola

LA 54215 v1:010271.0008

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

1. **DOE/FE Order No(s):** 2913 & 3066
DOE/ FE Docket No(s): 10-160-LNG, 10-161-LNG, 11-161-LNG & 12-06-LNG

2. **LNG Liquefaction/Export Facility and Location:**

Freeport LNG facility located near Freeport, Texas.

3. **Describe affiliation with LNG Liquefaction Export Facility (e. g, owner, capacity holder, etc.):**

The contract has been entered into by an affiliate of the owner of the existing Freeport LNG regasification facility located near Freeport, Texas, currently proposed for expansion to add liquefaction facilities.

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

FLNG Liquefaction, LLC
Chubu Electric Power Co., Inc.

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

Liquefaction Tolling Agreement

5b. Firm or Interruptible Contract:

Firm

6. **Date of Contract:**

July 31, 2012

7. **Contract Term:**

20 years from completion of construction of the first liquefaction train at the Freeport liquefaction facility.

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

115,000,000 million BTUs of LNG per contract year.

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

The liquefaction tolling agreement is a take-or-pay contract, pursuant to which the customer pays a fixed fee for the right to receive liquefaction services in respect of natural gas delivered by the customer to the Freeport LNG facility, up to a maximum agreed quantity.

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":

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):

Chubu Electric Power Co., Inc.

12. Export Destination Restrictions in the Contract:

The contract restricts exports of LNG received by the customer from the Freeport liquefaction facility to destination countries permitted under (i) the applicable DOE/FE export authorizations and (ii) U.S. law and policy.

13. Resale Provisions:

The contract requires that the customer's direct and indirect sales or transfers of LNG received from the Freeport liquefaction facility be for delivery only to countries permitted under (i) the applicable DOE/FE export authorizations and (ii) U.S. law and policy.

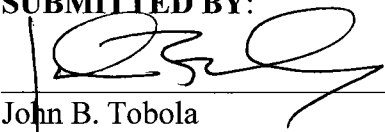
14. Other Major Non-proprietary Provisions, if Applicable:

None.

I affirm that the foregoing is true and accurate to the best of my knowledge.

DATED: April 12, 2013

SUBMITTED BY:


John B. Tobola
Vice President & General Counsel
FLNG Liquefaction, LLC

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

1. **DOE/FE Order No(s):** 2913 & 3066
DOE/ FE Docket No(s): 10-160-LNG, 10-161-LNG, 11-161-LNG & 12-06-LNG

2. **LNG Liquefaction/Export Facility and Location:**

Freeport LNG facility located near Freeport, Texas.

3. **Describe affiliation with LNG Liquefaction Export Facility (e. g, owner, capacity holder, etc.):**

The contract has been entered into by an affiliate of the owner of the existing Freeport LNG regasification facility located near Freeport, Texas, currently proposed for expansion to add liquefaction facilities.

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

FLNG Liquefaction, LLC

Osaka Gas Co., Ltd.

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

Liquefaction Tolling Agreement

5b. Firm or Interruptible Contract:

Firm

6. **Date of Contract:**

July 31, 2012

7. **Contract Term:**

20 years from completion of construction of the first liquefaction train at the Freeport liquefaction facility.

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

115,000,000 million BTUs of LNG per contract year.

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

The liquefaction tolling agreement is a take-or-pay contract, pursuant to which the customer pays a fixed fee for the right to receive liquefaction services in respect of natural gas delivered by the customer to the Freeport LNG facility, up to a maximum agreed quantity.

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":

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):

Osaka Gas Co., Ltd.

12. Export Destination Restrictions in the Contract:

The contract restricts exports of LNG received by the customer from the Freeport liquefaction facility to destination countries permitted under (i) the applicable DOE/FE export authorizations and (ii) U.S. law and policy.

13. Resale Provisions:

The contract requires that the customer's direct and indirect sales or transfers of LNG received from the Freeport liquefaction facility be for delivery only to countries permitted under (i) the applicable DOE/FE export authorizations and (ii) U.S. law and policy.

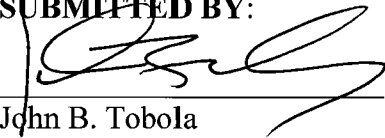
14. Other Major Non-proprietary Provisions, if Applicable:

None.

I affirm that the foregoing is true and accurate to the best of my knowledge.

DATED: April 12, 2013

SUBMITTED BY:


John B. Tobola
Vice President & General Counsel
Freeport LNG Expansion, L.P.
FLNG Liquefaction, LLC

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

1. **DOE/FE Order No(s):** 2913 & 3066
DOE/ FE Docket No(s): 10-160-LNG, 10-161-LNG, 11-161-LNG & 12-06-LNG

2. **LNG Liquefaction/Export Facility and Location:**

Freeport LNG facility located near Freeport, Texas.

3. **Describe affiliation with LNG Liquefaction Export Facility (e. g, owner, capacity holder, etc.):**

The contract has been entered into by affiliates of the owner of the existing Freeport LNG regasification facility located near Freeport, Texas, currently proposed for expansion to add liquefaction facilities.

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

FLNG Liquefaction 2, LLC
Freeport LNG Expansion, L.P.
BP Energy Company

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

Liquefaction Tolling Agreement

5b. Firm or Interruptible Contract:

Firm

5. **Date of Contract:**

February 8, 2013

6. **Contract Term:**

20 years from completion of construction of the second liquefaction train at the Freeport liquefaction facility.

7. **Quantity (Annual and Total, if appropriate, include +/- % flexibility):**

230,000,000 million BTUs of LNG per contract year.

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

The liquefaction tolling agreement is a take-or-pay contract, pursuant to which the customer pays a fixed fee for the right to receive liquefaction services in respect of natural gas delivered by the customer to the Freeport LNG facility, up to a maximum agreed quantity.

9. *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":*

Not Applicable.

10. *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):*

BP Energy Company

11. *Export Destination Restrictions in the Contract:*

The contract restricts exports of LNG received by the customer from the Freeport liquefaction facility to destination countries permitted under (i) the applicable DOE/FE export authorizations and (ii) U.S. law and policy.

12. *Resale Provisions:*

The contract requires that the customer's direct and indirect sales or transfers of LNG received from the Freeport liquefaction facility be for delivery only to countries permitted under (i) the applicable DOE/FE export authorizations and (ii) U.S. law and policy.

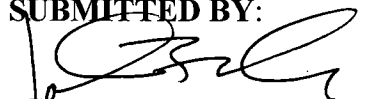
13. *Other Major Non-proprietary Provisions, if Applicable:*

None.

I affirm that the foregoing is true and accurate to the best of my knowledge.

DATED: April 12, 2013

SUBMITTED BY:



John B. Tobola
Vice President & General Counsel
Freeport LNG Expansion, L.P.
FLNG Liquefaction, LLC