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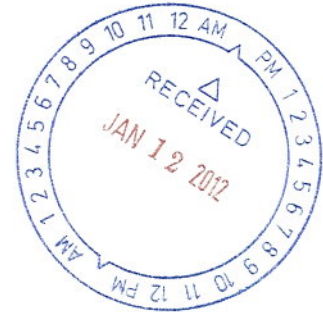
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January 11, 2012

**VIA ELECTRONIC MAIL AND
OVERNIGHT FED-EX MAIL**

Mr. John Anderson
Office of Fossil Energy
U.S. Department of Energy
Docket Room 3F-056, FE-50
Forrestal Building
1000 Independence Avenue, S.W.
Washington, D.C. 20585



Re: Carib Energy (USA) LLC – Docket No. 11-141-LNG

Dear Mr. Anderson:

We are in receipt of your letter dated December 20, 2011, in which you asked us to provide further information in support of our request to maintain certain portions of Carib Energy (USA) LLC's ("Carib") application for authorization to export liquefied natural gas ("LNG") to countries in Central America, South America and the Caribbean with which the United States does not have a free trade agreement (the "NFTA Application") as confidential. This letter is in response to that request.

Carib filed the NFTA Application on October 20, 2011. In the cover letter to the NFTA Application, Carib sought to maintain certain information it submitted along with its NFTA Application confidential and protect it from public disclosure. As explained in Carib's cover letter, "the purchase and sale arrangement described in the Letter of Intent included as Appendix C to the [NFTA] Application, and the Description of Facility Regulatory Approval, included with the [NFTA] Application as Appendix E, contain highly sensitive commercial information," which is exempt from public disclosure under 5 U.S.C. § 552(b)(4) and 10 C.F.R. § 1004.10(b)(4). The Department of Energy Office of Fossil Energy ("DOE/FE") noticed the NFTA Application on December 19, 2011 and, by its letter dated December 20, 2011, requested that Carib "set forth its views in support of the request for confidential treatment."

As noted in the cover letter submitted by Carib with its NFTA Application, Appendices C and E of the NFTA Application include sensitive commercial information, including market and competitive supply data. Subsection (b)(4) of 5 U.S.C. § 552 and 10 C.F.R. § 1004 exempts

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“trade secrets and commercial or financial information obtained from a person and privileged or confidential” from the publication and disclosure requirements otherwise applicable to the DOE/FE under the Freedom of Information Act. In the case of Appendices C and E of the NFTA Application, the commercial information in question is the name of Carib’s supplier. Courts have interpreted the term “commercial information” broadly, to include any records in which the submitter has a “commercial interest”.¹ In this case, the name of the entity from which Carib intends to purchase supply falls squarely within that definition of commercial information.²

It is also clear that this information meets the second and third parts of the subsection (b)(4) exemption. The information was “obtained from a person,” which has been broadly defined to include corporations,³ and also is privileged and confidential, as evidenced by (i) the Letter of Intent submitted to the DOE/FE as Appendix C of NFTA Application, in which the parties agree to maintain the Letter of Intent in confidence; and (ii) the Non-Disclosure Agreement signed by the parties on April 14, 2011 (“NDA”), a copy of which Carib can provide to the DOE/FE upon request and commitment by the DOE to maintain the NDA in confidence. It is common for parties to a commercial transaction to enter into a non-disclosure agreement, while in negotiations for that commercial transaction, in order to protect the subject of those negotiations, or even the existence of such negotiations, from public disclosure. Parties have many reasons for desiring such protection, such as to prevent competitors from using information regarding a company’s potential customers and suppliers to the advantage of competitors, or to allow both parties to engage in simultaneous negotiations with multiple parties before finalizing the most advantageous one. This is particularly relevant in this instance, because the LNG export community has relatively few players compared to the natural gas industry as a whole. Further, inasmuch as Carib will be purchasing relatively very small quantities of LNG for export (certainly compared to other LNG exporters), and is a relatively small customer in the eyes of a supplier, it does not have the competitive advantage of a large customer who would have more leverage with an LNG supplier.

The DOE’s regulations set forth further criteria for determining the applicability of the subsection (b)(4) exemption:

- (1) Whether the information has been held in confidence by the person to whom it pertains;

¹ See *Am. Airlines, Inc. v. Nat’l Mediation Bd.*, 588 F.2d 863, 870 (2d Cir. 1978).

² See, e.g., *Landfair v. United States Dep’t of the Army*, 645 F. Supp. 325, 327 (D.D.C. 1986).

³ See, e.g., *FlightSafety Servs. V. Dep’t of Labor*, 326 F3d 607, 611 (5th Cir. 2003) (per curium).

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- (2) Whether the information is of a type customarily held in confidence by the person to whom it pertains and whether there is a reasonable basis therefor;
- (3) Whether the information was transmitted to and received by the Department in confidence;
- (4) Whether the information is available in public sources;
- (5) Whether disclosure of the information is likely to impair the Government's ability to obtain similar information in the future; and
- (6) Whether disclosure of the information is likely to cause substantial harm to the competitive position of the person from whom the information was obtained.⁴

The first four criteria relate to whether the information submitted to the DOE is truly confidential. As noted above, the fact that Carib and its potential supplier are in negotiations regarding the purchase and sale of LNG has been maintained in confidence by both of the parties pursuant to the NDA. As also noted above, it is common for parties that are in discussions about potential transactions to enter into non-disclosure agreements to prevent public disclosure of their discussions, again for the reasons previously described. Carib transmitted the information to the DOE/FE in confidence, seeking protective treatment of the information in the cover letter to its NFTA Application, and submitting both public and non-public versions of the NFTA Application consistent with DOE/FE practice. Because the information in question is at this point known only by Carib, its potential supplier, and the DOE/FE, it is not available from public sources.

The fifth criteria pertains to the effect disclosure of the information could have on the Government's ability to obtain similar information in the future. Presumably, if the DOE/FE were to require Carib to publically release its supplier information before considering Carib's export application, it will require all applicants to do so. This may have a chilling effect on applications and proposed exports in general, as other applicants may be unwilling, or unable, to publically release supplier information, without a final agreement, but may be unable to reach a final supply agreement without obtaining at least conditional approval to export LNG.

The sixth criteria relates to whether release of the information will cause substantial harm to the competitive position of the person from whom the information was obtained. In this case, Carib's supplier has determined that the release of this information would cause it substantial

⁴ 10 C.F.R. § 1004.11(f).

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harm by publically revealing business initiatives and negotiations that it has not yet publically released because it does not have in place final agreements. Carib's supplier believes that its identity and the source of the supply are commercially sensitive information and could impact its ability to effectively compete in its market. Additionally, Carib will sustain economic hardship, if the information were disclosed, because Carib may be forced to withdraw its application to conform to the agreement it currently has with its supplier.

The DOE/FE has performed public interest analyses on export applications in the past without releasing publically the name of the gas supplier. For example, the export applications of both Yukon Pacific Corporation and Sabine Pass Liquefaction, LLC ("Sabine") were considered and conditionally approved by the DOE/FE without disclosure of the supply contract counterparties.⁵ In this case, the only difference is that Carib has the name of a supplier, which has been provided to the DOE/FE. However, as noted, the parties do not yet have a final agreement, and Carib has committed to file any final agreement with the DOE/FE within 30 days following its execution, as has been committed by applicants, and required by the DOE/FE, in the past.⁶

Carib has provided the name of its supplier to the DOE/FE, which information the DOE/FE will use in performing its public interest analysis. In addition, Carib has described in the NFTA Application the nature of the supply itself, as follows:

The source of natural gas supply to be exported by Carib will be the robust and liquid United States natural gas market. Specifically, Carib will be purchasing LNG under a long-term purchase agreement with the supplier listed in the LOI, which has, and expects to continue to have, an excess supply of LNG that it is unable to effectively market within the United States, due primarily to the relatively low natural gas prices in this country. (NFTA Application at p. 8).

Accordingly, as described above, maintaining the name of Carib's supplier in confidence while considering the NFTA Application is consistent with the Freedom of Information Act as well as the DOE's past practices, and will not interfere with the DOE/FE's public interest analysis.

⁵ See Yukon Pacific Corporation, DO/FE Opinion and Order No. 350, November 16, 1989 ("Yukon Order"); Sabine Pass Liquefaction, LLC, DO/FE Order No. 2961, May 21, 2011 ("Sabine Order").

⁶ See, e.g., Sabine Order at p. 44.

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Carib's request in this case is unique. Carib is seeking protective treatment of the identity of the liquefaction facility, as well as protective treatment of the facility's regulatory history. Carib has made this request solely because of the unique nature of this NFTA Application. Other export applications filed in the past have been associated with large coastal liquefaction facilities, and were filed by the owners of those facilities or their affiliates.⁷ Therefore, the filing entity was also the producer of the LNG, and there were no market competition concerns with respect to the source of the LNG. There still are competitive issues relating to the gas supply, and, in those instances, the applicant has not released supplier information at the time of its application. Carib's NFTA Application is the first export application in which an applicant is seeking to take supply, not from its own facility, but from a small peak shaving liquefaction facility owned by the supplier. This means that public release of the name of the facility would be the same as public release of the supplier name. Similarly, public release of the regulatory history of the facility is the same as releasing the facility and in turn the supplier's name. The facility name and regulatory history therefore fall within the same public disclosure exemption as described above, for the same reasons.

The fact that the DOE/FE will be reviewing the application under the National Environmental Policy Act ("NEPA") does not change this analysis. As described in the NFTA Application, no new facilities (or modifications to any existing facilities) would be required in order for Carib to export LNG in this instance. Accordingly, approval of the NFTA Application would not constitute a federal action significantly affecting the human environment within the meaning of NEPA.⁸ Notwithstanding, NEPA regulations require that the DOE not disclose any "information that DOE otherwise would not disclose pursuant to the Freedom of Information Act."⁹ Protecting commercial information from public disclosure is accordingly consistent with the DOE/FE's obligations under NEPA, as well.

The DOE/FE has suggested that failure to publically release the supplier and facility name could interfere with "meaningful public participation" in its review of the NFTA Application. As noted above, in the past, the DOE/FE has reviewed and approved export applications that do not have supplier information. In its application in this proceeding, Carib has provided sufficient information regarding the nature of its supplier and source of the LNG to

⁷ See, e.g., Application of Sabine Pass Liquefaction, LLC for Long-Term Authorization to Export Liquefied Natural Gas, relating to export from the Sabine Pass LNG Terminal; Application of Freeport LNG Expansion, L.P. and FLNG Liquefaction, LLC for Long-Term Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Countries, relating to export from expanded facilities at the Freeport LNG Terminal.

⁸ 42 U.S.C. § 4231, *et seq.*; Categorical Exclusion B5.7, 10 C.F.R. Part 1021, Subpart D, Appendix B.

⁹ 10 C.F.R. § 1021.340(a).

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allow members of the public to determine whether their interests may be affected by this proceeding. However, if the DOE/FE believes that there is insufficient opportunity for “public participation,” Carib would be willing to amend the NFTA Application, by describing the facility generally as a peak-shaving liquefaction facility located in the Southeastern United States. There are currently 10 of these facilities, which are listed in the attached Exhibit A. Carib believes that this limited description of the location and the type of supplying facility is sufficient to allow members of the public to determine whether their interests may be affected by approval of Carib’s NFTA Application.

With respect to the regulatory history of the facility, again, Carib is willing to amend the NFTA Application by providing a more generic description of how the facility is regulated that will provide the public with information necessary to determine whether the proposed export may raise regulatory considerations with which they may be concerned, but at the same time will not reveal facility-specific information, such as docket numbers and detailed history, that would disclose the identity of the supplier, which Carib and its supplier wish to keep confidential at this juncture.

If DOE/FE agrees to the approach of making public only a limited description of the facility, then the process would proceed as follows: once a party has been accepted as an intervenor in the proceeding for review of the NFTA Application, access to the protected information would be provided to that party, pursuant to either a Protective Order issued by the Department, or upon the party’s execution of a non-disclosure agreement directly with Carib. We have attached a proposed form of Protective Order as Exhibit B for your consideration. This approach, which is based on the process used by the Federal Energy Regulatory Commission (“FERC”), and the attached form of Protective Order, would enable any party to the proceeding to view the protected information, once that party has executed a binding a non-disclosure certificate, in accordance with the requirements and limitations set forth in the Protective Order. It does not purport to represent a DOE determination regarding application of any Freedom of Information Act exemption, which determination would be made by the DOE/FE following a request for such information by an entity that was not a party to the proceeding.

If the DOE/FE declines to issue a Protective Order, Carib may also be able to provide protected information to parties who are willing to execute a mutually-agreeable non-disclosure agreement. This often occurs in FERC proceedings, where the parties are able to agree on a form of non-disclosure agreement before a Protective Order is issued. This approach is less efficient from Carib’s perspective, because it requires separate negotiation of each non-disclosure agreement, but if the DOE/FE were willing to maintain the information in confidence, Carib can commit to working in good faith with each party to execute an acceptable form. This procedure also would allow any intervening party to obtain the protected information and

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participate fully in the proceeding, while keeping the commercially sensitive information confidential.

The processes described above will permit public participation in the DOE/FE public interest review of Carib's NFTA Application without publically disclosing commercially sensitive information to the detriment of Carib and its supplier. Carib respectfully requests that the DOE/FE allow Carib's supplier information to remain protected and proceed with the review of the NFTA Application.

Respectfully submitted,



Michael A. Stosser
Florence K.S. Davis

EXHIBIT A

LIST OF PEAK SHAVING LNG FACILITIES
IN THE SOUTHEAST UNITED STATES

Facility Name	State
Alabama Gas Corporation, Coosada, AL, Plant	AL
Alabama Gas Corporation, Pinson, AL, Peak Shaver	AL
Atlanta Gas Light, Cherokee, GA, LNG Plant	GA
Atlanta Gas Light, Macon, GA, LNG Plant	GA
Atlanta Gas Light, Riverdale, GA, LNG Plant	GA
Chattanooga Gas, Chattanooga, TN, Peak Shaver	TN
Columbia Gas, Chesapeake, VA, Peak Shaver	VA
Duke Energy Kingsport, TN Peak Shaver	TN
Piedmont Natural Gas, Charlotte, NC, Peak Shaver	NC
Utilities Board of Trussville, AL, Peak Shaver	AL

EXHIBIT B

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

Carib Energy (USA) LLC

Docket No. 11-141-LNG

PROTECTIVE ORDER

(Issued _____)

1. This Protective Order shall govern the use of all Protected Materials produced by, or on behalf of, any Party. Notwithstanding any order terminating this proceeding, this Protective Order shall remain in effect until specifically modified or terminated by the Presiding Official or the Department of Energy (Department).
2. This Protective Order applies to materials a Party may designate as protected, which materials customarily are treated by that Party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Party or its customers to risk of competitive disadvantage or other business injury.
3. Definitions -- For purposes of this Order:
 - (a) The term "Party" shall mean a Party as defined in 10 CFR § 590.102(l).
 - (b) The term "Presiding Official" shall mean the Presiding Official as defined in 10 CFR § 590.102(n).
 - (c) (1) The term "Protected Materials" means (A) materials (including depositions) provided by a Party to the Department in this proceeding and designated by such Party as protected; (B) any information contained in or obtained from such designated materials; (C) any other materials which are made subject to this Protective Order by the Presiding Official, by the Department, by any court or other body having appropriate authority, or by agreement of the Parties; (D) notes of Protected Materials; and (E) copies of Protected Materials. The Party producing the Protected Materials shall physically mark them on each page as "PROTECTED MATERIALS" or with words of similar import as long as the term "Protected Materials" is included in that designation to indicate that they are Protected Materials.

(2) The term "Notes of Protected Materials" means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 3(c)(1). Notes of Protected Materials are subject to the

same restrictions provided in this order for Protected Materials except as specifically provided in this order.

- (3) Protected Materials shall not include (A) any information or document that has been filed with and accepted into the public files of the Department, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order.
- (d) The term “Non-Disclosure Certificate” shall mean the certificate annexed hereto by which Parties who have been granted access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Order, and that such Parties have read the Protective Order and agree to be bound by it. All Non-Disclosure Certificates shall be served on all parties on the official service list maintained by the Secretary in this proceeding.
- (e) The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is:
- (1) Department Staff designated as such in this proceeding;
 - (2) an attorney who has made an appearance in this proceeding for a Party;
 - (3) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in Subparagraph (2);
 - (4) an expert or an employee of an expert retained by a Party for the purpose of advising, preparing for or testifying in this proceeding;
 - (5) a person designated as a Reviewing Representative by order of the Presiding Official or the Department; or
 - (6) employees or other representatives of Parties appearing in this proceeding with significant responsibility for this docket.
4. Protected Materials shall be made available under the terms of this Protective Order only to Parties and only through their Reviewing Representatives as provided in Paragraphs 7-9.
5. Protected Materials shall remain available to Parties until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Department proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Parties shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Party that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain

Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period each Party, if requested to do so, shall also submit to the producing Party an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Order.

6. All Protected Materials shall be maintained by the Party in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8-9. The Department shall place any Protected Materials filed with the Department in a non-public file. By placing such documents in a non-public file, the Department is not making a determination of any claim of privilege. The Department retains the right to make determinations regarding any claim of privilege and the discretion to release information necessary to carry out its jurisdictional responsibilities. For documents submitted to Department Staff ("Staff"), Staff shall follow the notification procedures of 10 CFR § 1004.11(c) before making public any Protected Materials.
7. Protected Materials shall be treated as confidential by each Party and by the Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. .
8. (a) If a Reviewing Representative's scope of employment includes the marketing of natural gas or liquefied natural gas ("LNG"), the direct supervision of any employee or employees whose duties include the marketing of natural gas or LNG, the provision of consulting services to any person whose duties include the marketing of natural gas or LNG, or the direct supervision of any employee or employees whose duties include the marketing of energy, such Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give any Party or any competitor of any Party a commercial advantage.

(b) In the event that a Party wishes to designate as a Reviewing Representative a person not described in Paragraph 3(d) above, the Party shall seek agreement from the Party providing the Protected Materials. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraphs 3(d) above with respect to those materials. If no agreement is reached, the Party shall submit the disputed designation to the Presiding Official for resolution.
9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Protective

Order unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Party asserting confidentiality prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this order.

10. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(d), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Order and the certification.

11. Subject to Paragraph 18, the Presiding Official shall resolve any disputes arising under this Protective Order. Prior to presenting any dispute under this Protective Order to the Presiding Official, the parties to the dispute shall use their best efforts to resolve it. Any Party that contests the designation of materials as protected shall notify the party that provided the protected materials by specifying in writing the materials the designation of which is contested. This Protective Order shall automatically cease to apply to such materials five (5) business days after the notification is made unless the designator, within said 5-day period, files a motion with the Presiding Official, with supporting affidavits, demonstrating that the materials should continue to be protected. In any challenge to the designation of materials as protected, the burden of proof shall be on the Party seeking protection. If the Presiding Official finds that the materials at issue are not entitled to protection, the procedures of Paragraph 18 shall apply.

12. All copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials, shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Protective Order. Such documents shall be marked "PROTECTED MATERIALS" and shall be filed under seal and served under seal upon the Presiding Official and all Reviewing Representatives who are on the service list. For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Department and served on all parties on the service list and the Presiding Official. Counsel for the producing Party shall provide to all Parties who request the same, a list of Reviewing Representatives who are entitled to receive such material. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

13. If any Party desires to include, utilize or refer to any Protected Materials or information derived therefrom in testimony or exhibits during any hearing in these proceedings in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, such Party shall first notify both counsel for the disclosing Party and the Presiding Official of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Material will be governed by procedures determined by the Presiding Official.

14. Nothing in this Protective Order shall be construed as precluding any Party from objecting to the use of Protected Materials on any legal grounds.

15. Nothing in this Protective Order shall preclude any Party from requesting the Presiding Official, the Department, or any other body having appropriate authority, to find that this Protective Order should not apply to all or any materials previously designated as Protected Materials pursuant to this Protective Order. The Presiding Official may alter or amend this Protective Order as circumstances warrant at any time during the course of this proceeding.

16. Each party governed by this Protective Order has the right to seek changes in it as appropriate from the Presiding Official or the Department.

17. All Protected Materials filed with the Department, the Presiding Official, or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers bearing prominent markings indicating that the contents include Protected Materials subject to this Protective Order. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release."

18. If the Presiding Official finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Protective Order for three (3) business days from the date of issuance of the Presiding Official's determination, and if the Party seeking protection files an interlocutory appeal or requests that the issue be certified to the Department, for an additional seven (7) business days. None of the Parties waives its rights to seek additional administrative or judicial remedies after the Presiding Official's decision respecting Protected Materials or Reviewing Representatives, or the Department's denial of any appeal thereof. The provisions of 10 C.F.R. § 1004 shall apply to any requests under the Freedom of Information Act. (5 U.S.C. § 552) for Protected Materials in the files of the Department.

19. Nothing in this Protective Order shall be deemed to preclude any Party from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Protective Order.

20. None of the Parties waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

21. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Protective Order and shall be used only in connection with this (these) proceeding(s). Any violation of this Protective Order and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Department.

Presiding Official
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

Carib Energy (USA) LLC

Docket No. 11-141-LNG

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Order in this proceeding, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Order. I acknowledge that a violation of this certificate constitutes a violation of an order of the Department of Energy.

By: _____
Printed Name: _____
Title: _____
Representing: _____
Date: _____