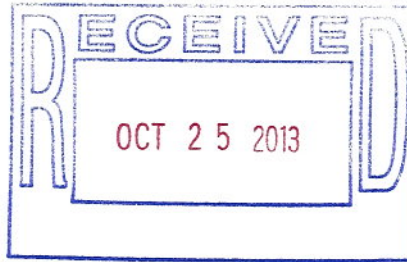


October 24, 2013



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**VIA FEDERAL EXPRESS**

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")***  
**FE Docket Nos. 10-160-LNG; 10-161-LNG; 11-161-LNG and 12-06-LNG**  
**DOE/FE Order No. 2913**

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, 11-161-LNG and 12-06-LNG, DOE/FE issued Order Nos. 2913, 3066, and 3282, respectively.

In DOE/FE Order Nos. 2913, 3066 and 3282, 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. FLEX executed a long-term contract with SK E & S LNG, LLC and Toshiba Corporation (Customers"). Therefore, in full compliance with DOE Order Nos. 2913, 3066 and 3282, FLEX filed with DOE/FE both a copy of that long-term contract under seal and the required registration for the Customers.

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

Sincerely yours,

Les Lo Baugh

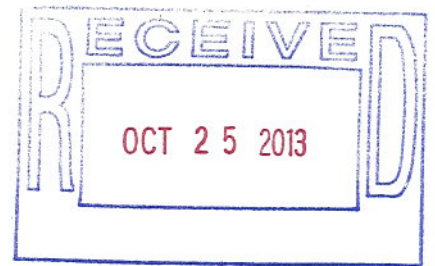
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Enclosures

cc: Edward B. Myers  
John Tobola

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2029 Century Park East, Suite 2100  
Los Angeles, CA 90067-3007  
main 310.500.4600



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

1. **DOE/FE Order No(s):** 2913, 3066 and 3282  
**DOE/FE Docket No(s):** 10-160-LNG, 10-161-LNG, 11-161-LNG and 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 3, LLC  
Freeport LNG Expansion, L.P.  
Toshiba Corporation
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:**  
  
September 9, 2013
6. **Contract Term:**  
  
20-year primary term, commencing upon completion of construction and commencement of commercial operations of the third liquefaction train at the Freeport liquefaction facility, subject to extension for delivery for makeup volumes.
7. **Quantity (Annual and Total, if appropriate, include +/- % flexibility):**  
  
115,000,000 million BTUs of LNG per contract year, *plus* one-third of the production quantity available from the Freeport liquefaction facility in excess of the annual nameplate design production of 690,000,000 million BTUs, up to an additional 5,250,000 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):***

Toshiba Corporation

11. ***Export Destination Restrictions in the Contract:***

The contract requires that exports of LNG received by the customer from the Freeport liquefaction facility be only 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:** September 30, 2013

**SUBMITTED BY:**



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