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June 28, 2018

U.S. Department of Energy
Office of Fossil Energy
Office of Oil and Gas Global Security and Supply
Division of Natural Gas Regulatory Activities
P.O. Box 44375
Washington, D.C. 20026-4375
Attention: Natalie Wood, Support Contractor
fergas@hq.doe.gov

Re: Freeport LNG Expansion, L.P., FLNG Liquefaction, LLC, FLNG
Liquefaction 2, LLC, and FLNG Liquefaction 3, LLC, DOE/FE Order Nos.
3282-C, 3357-B

Dear Mr. Anderson,

Pursuant to DOE Order Nos. 3282-C and 3357-B, Ordering Paragraph I (ii) on December 21, 2015 Osaka Gas Co., Ltd. ("Osaka Gas" or "Registrant") submitted copies of a Contract for sale and Purchase of Natural Gas between Range Resources - Appalachia, LLC and Osaka Gas Trading & Export LLC, dated as of November 30, 2015 (the "Contract") for the long-term supply of natural gas to the Freeport Terminal. This letter transmits the First Amendment to the Contract dated as of June 7, 2018.

In accordance with Ordering Paragraph I (ii), this transmittal contains:

(A) unredacted copies of the First Amendment to the Contract (the "Amendment Contract"). The unredacted Amendment Contract, attached hereto as Attachment A, contain highly sensitive and confidential commercial and financial and proprietary information and are being filed with DOE under seal on a confidential basis and not for public disclosure, as authorized by Order Nos. 3282-C and 3357-B; and

(B) redacted versions of the Amendment Contract (attached as Attachment B hereto), together with the Declaration of Takeshi Shinohara, President, Osaka Gas Trading & Export LLC.(attached as Attachment C hereto). In accordance with Order Nos. 3282-C and

3357-B, Ordering Paragraph I (ii), Mr. Shinohara's Declaration is provided in response to the requirement that the person submitting the executed long-term gas supply agreement state why the redacted information should be exempt from public disclosure.

Thank you for your attention in this matter. If you have any questions please do not hesitate to contact me by email or telephone as follows:

Seijiro Tamada
1330 Post Oak Blvd., Suite 1900
Houston, Texas 77056
E-mail Address: stamada@osakagasusa.com
Telephone: +1-713-354-9060
Fax: +1-713-354-9101

Very truly yours,

By: 玉田 誠一郎

Name: Seijiro Tamada

Title: Vice President

Date: June 28, 2018

ATTACHMENT A

UNREDACTED AMENDMENT CONTRACT FILED UNDER SEAL ON
CONFIDENTIAL BASIS AND NOT FOR PUBLIC DISCLOSURE

ATTACHMENT B

REDACTED AMENDMENT CONTRACT

**FIRST AMENDMENT TO
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**

This First Amendment ("Amendment") to Base Contract for Sale and Purchase of Natural Gas is made and entered into on June 7, 2018 (the "Effective Date"), by and between Osaka Gas Trading & Export LLC ("OGTX") and Range Resources - Appalachia, LLC ("Range"). Each of OGTX and Range may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties entered into that certain Base Contract for Sale and Purchase of Natural Gas (Base Contract"), including the Special Provisions related thereto ("Special Provisions"), dated November 30, 2015, (collectively, the Base Contract and the Special Provisions shall be referred to herein as the "Contract"), which provides for the purchase and sale of natural gas; and

WHEREAS, the Parties executed a long-term gas supply agreement via a Transaction Confirmation to the Contract, dated November 30, 2015 (the "Long-Term TC");

WHEREAS, the Parties desire to amend the Special Provisions, as specified herein, in order to allow the parties to enter into multiple transactions under the Contract;

WHEREAS, the Parties desire to amend the Long-Term TC, as specified herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Parties, the Parties hereto agree to amend the Contract and Long-Term TC as follows:

- 1.) The Tax ID number for Party A shall be deleted and replaced with the following Tax ID number: 26-1628177
- 2.) The contact information for Party A, contained in the table under the heading "Contact Information" of the cover page, shall be deleted in its entirety and replaced with the following:

▪ COMMERCIAL	<u>1330 Post Oak Blvd., Suite 1900, Houston, TX 77056</u> ATTN: <u>Gas Supply</u> TEL#: <u>713-354-9007</u> FAX#: <u>713-354-9098</u> EMAIL: <u>gas.ogtx@osakagasusa.com</u>
▪ SCHEDULING	<u>1330 Post Oak Blvd., Suite 1900, Houston, TX 77056</u> ATTN: <u>Gas Scheduling</u> TEL#: <u>713-354-9007</u> FAX#: <u>713-354-9098</u> EMAIL: <u>gas-scheduling.ogtx@osakagasusa.com</u>
▪ CONTRACT AND LEGAL NOTICES	<u>1330 Post Oak Blvd., Suite 1900, Houston, TX 77056</u> ATTN: <u>Legal & Contract Administration</u> TEL#: <u>713-354-9003</u> FAX#: <u>713-354-9098</u> EMAIL: <u>legal.ogtx@osakagasusa.com</u>
▪ CREDIT	<u>1330 Post Oak Blvd., Suite 1900, Houston, TX 77056</u> ATTN: <u>Credit</u> TEL#: <u>713-354-9004</u> FAX#: <u>713-354-9098</u> EMAIL: <u>credit.ogtx@osakagasusa.com</u>

▪ TRANSACTION CONFIRMATIONS	1330 Post Oak Blvd., Suite 1900, Houston, TX 77056 ATTN: <u>Confirmations</u> TEL#: <u>713-354-9005</u> FAX#: <u>713-354-9098</u> EMAIL: <u>confirms.ogtx@osakagasusa.com</u>
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- 3.) The accounting information for Party A, contained in the table under the heading "Accounting Information" of the cover page, shall be deleted in its entirety and replaced with the following:

▪ INVOICES ▪ PAYMENTS ▪ SETTLEMENTS	1330 Post Oak Blvd., Suite 1900, Houston, TX 77056 ATTN: <u>Accounting</u> TEL#: <u>713-354-9006</u> FAX#: <u>713-354-9098</u> EMAIL: <u>accounting.ogtx@osakagasusa.com</u>
WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: <u>MUFG Bank, Ltd.</u> ABA: <u>026009632</u> ACCT: <u>810004836</u> OTHER DETAILS: <u>For the account of Osaka Gas Trading & Export LLC</u>
ACH NUMBERS (IF APPLICABLE)	BANK: <u>MUFG Bank, Ltd.</u> ABA: <u>026009632</u> ACCT: <u>810004836</u> OTHER DETAILS: <u>For the account of Osaka Gas Trading & Export LLC</u>
CHECKS (IF APPLICABLE)	ATTN: _____ ADDRESS: _____ _____ _____

- 4.) The election on the cover page of the Base Contract for Section 10.3.2 "Other Agreement Setoffs Apply" shall be changed from "Triangular" to "Bilateral".
- 5.) The election on the cover page of the Base Contract for Section 15.5 "Choice of Law" shall be changed from "New York" to "Texas".
- 6.) The Special Provisions shall be deleted, amended and restated in their entirety with the Amended and Restated Special Provisions to Base Contract for Sale and Purchase of Natural Gas, attached hereto as Attachment A. For the avoidance of doubt, it is the intent of the Parties that Attachment A shall be the Special Provisions to the Base Contract.
- 7.) The Long-Term TC shall be deleted, amended, and restated in its entirety with the Amended and Restated Transaction Confirmation attached hereto as Attachment B. For the avoidance of doubt, it is the intent of the Parties that Attachment B shall be the Long-Term TC.
- 8.) Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them under the Contract.
- 9.) Except as specifically amended or modified herein, all other terms and conditions of the Contract shall remain in full force and effect.
- 10.) This Amendment shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

11.) This Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the Parties have executed this Amendment on the Effective Date.

OSAKA GAS TRADING & EXPORT LLC

By: 

Name: Takeshi Shinohara

Title: President

RANGE RESOURCES - APPALACHIA, LLC

By: 

Name: Chad Stephens

Title: Sr. Vice President, Corporate Development

ATTACHMENT A

**AMENDED AND RESTATED
SPECIAL PROVISIONS
(amended as of June 7, 2018)**

to

**Base Contract for Sale and Purchase of Natural Gas
dated November 30, 2015**

between

Osaka Gas Trading & Export LLC ("OGTX")

and

Range Resources – Appalachia, LLC ("Range")

These Amended and Restated Special Provisions (these "Special Provisions") are entered into on this 7th day of June, 2018 and are attached to and made a part of that certain Base Contract for Sale and Purchase of Natural Gas dated November 30, 2015 (the "Base Contract"), executed by Range and OGTX. These Special Provisions amend the General Terms and Conditions of the Base Contract and shall govern in the event of any inconsistency between the General Terms and Conditions of the Base Contract and these Special Provisions. All capitalized terms not otherwise defined in these Special Provisions shall have the meaning set forth in the General Terms and Conditions of the Base Contract.

SECTION 1 – PURPOSE AND PROCEDURES

1.2 Section 1.2 shall be amended by adding the phrase "or other electronic means of communication" after the word "conversation" and before the word "with" in the second line.

SECTION 2 – DEFINITIONS

Delete Section 2.35 in its entirety and replace with the following:

2.35 "Transporter(s)" shall mean any entity gathering, compressing, treating, processing or transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point necessary for the performance of the obligations of Seller or Buyer in any transaction under this agreement.

2.9 Section 2.9 "**Contract**" shall be amended by adding "or other mutually agreeable electronic means" after the words "EDI transmission" and before the words "or by telephone", in the third line.

SECTION 7 – BILLING, PAYMENT, AND AUDIT

7.7 Section 7.7 shall be amended by adding the following after the words "subject to netting under this Section" at the end of the first sentence:

"and provided further, however, that the party due payment under Section 7.3 may net all undisputed sums due thereunder against any amounts payable by it when making payments under Section 7."

SECTION 10 – FINANCIAL RESPONSIBILITY

10.3 The second sentence of Section 10.3 shall be deleted in its entirety and replaced with the following:

"On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is reasonably practicable, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below."

10.3.1 Section 10.3.1 "Early Termination Damages Apply" shall be amended by adding the following at the end thereof:

"Additionally, the Non-Defaulting Party shall be entitled to collect from the Defaulting Party, all reasonable costs, fees and expenses, including, without limitation, attorneys' fees and disbursements, incurred by the Non-Defaulting Party to collect amounts owed under this Contract, including, without limitation, enforcement of any security taken to secure the payment or performance of obligations under a transaction or collection of amounts from a Guarantor or issuer of a letter of credit."

10.5 Section 10.5 shall be amended by adding the following to the end of the Section:

"If either party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other party shall be entitled to exercise its right to liquidate this Contract as a "forward contract merchant" under Section 556 of the U.S. Each party further agrees that the other party is not a "utility" as such term is used in 11 U.S.C. Section 366, and each party agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding involving such party."

SECTION 12 – TERM

Section 12 shall be amended by deleting the second sentence in its entirety and replacing it with the following:

"The rights of either party pursuant to Section 7.6, Section 10, Section 13 and Section 15.10, the obligations to make payment hereunder, the obligation of either party to indemnify the other, and the waiver of jury trial provision pursuant hereto shall survive the termination of the Base Contract or any transaction."

SECTION 15 – MISCELLANEOUS

15.3 Section 15.3 shall be deleted in its entirety and replaced with the following:

"15.3 No waiver of any breach of this Contract, or delay, failure or refusal to exercise or enforce any rights under this Contract (including any rights to claim excused performance as a result of an event of Force Majeure), shall be held to be a waiver of any other or subsequent breach, or be construed as a waiver of any such right then existing or arising in the future, whether of a like or different character."

15.10 Section 15.10 shall be amended as follows:

(a) in the third line, add the word "Affiliates" before the word "employees".

15.13 Add the following as Section 15.13:

"15.13 EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS CONTRACT OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT."

15.14 Add the following as Section 15.14:

"15.14 This Contract may be executed by facsimile and executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument."

15.15 Add the following as Section 15.15:

"15.15 Each party is acting for its own account, and has made its own independent decisions to enter into a transaction and as to whether a transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Neither party is relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into a transaction, it being understood that information and explanations related to the terms and conditions of a transaction will not be considered investment advice or a recommendation to enter into a transaction. No

communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of a transaction.”

Add the following as new Section 15.16:

“15.16 Each of the parties represents that it is an Eligible Contract Participant as defined in the Commodity Exchange Act. Each party represents that it is a producer, processor, or commercial end user of, or merchant handling Gas, or the products or by-products thereof, and that it is entering into this contract solely for the purposes related to its business as such. Each party represents that all transactions entered into pursuant to this Contract are intended to settle physically.”

IN WITNESS WHEREOF, the parties have executed these Special Provisions to supplement and, where applicable, to modify, amend and supersede the Base Contract by and between the parties.

Osaka Gas Trading & Export LLC

By: _____

Name: Takeshi Shinohara
Title: President

Range Resources – Appalachia, LLC


By: _____

Name: Chad Stephens
Title: Sr. Vice President, Corporate Development

ATTACHMENT B
AMENDED & RESTATED

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

	Date: <u>June 7, 2018</u> Transaction Confirmation #: _____	
<p>This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated <u>November 30, 2015</u>. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.</p>		
SELLER: <u>Range Resources – Appalachia, LLC</u> <u>3000 Town Center Blvd.</u> <u>Canonsburg, PA 15317</u> <u>Attn: Range Resources–Appalachia, LLC (Marcellus Division)</u> <u>Phone: _____</u> <u>Fax: (724) 873-5480</u> <u>Base Contract No. _____</u> <u>Transporter: _____</u> <u>Transporter Contract Number: _____</u>	BUYER: <u>Osaka Gas Trading & Export LLC</u> <u>1330 Post Oak Blvd., Suite 1900</u> <u>Houston, TX 77056</u> <u>Attn: Greg Thompson</u> <u>Phone: 713-354-9100 Ext. 311</u> <u>Fax: 713-354-9101</u> <u>Base Contract No. _____</u> <u>Transporter: _____</u> <u>Transporter Contract Number: _____</u>	
Contract Price: [REDACTED]		
Delivery Period: [REDACTED]		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): <u>50,000</u> MMBtu/day MMBtu/day	Firm (Variable Quantity): _____ MMBtu/day Minimum _____ MMBtu/day Maximum	Interruptible: Up to _____
<input type="checkbox"/> Buyer or <input type="checkbox"/> Seller		
Delivery Point(s): [REDACTED]		
<p>Special Conditions: Seller and Buyer agree that the Special Provisions to the Base Contract shall not apply to this transaction and that the following Special Conditions shall amend the General Terms and Conditions of the Base Contract and shall govern the transaction that is the subject of this Transaction Confirmation. In the event of any inconsistency between the General Terms and Conditions of the Base Contract and these Special Conditions, these Special Conditions shall govern. All capitalized terms not otherwise defined in these Special Conditions shall have the meaning set forth in the General Terms and Conditions of the Base Contract.</p>		

ATTACHMENT B
AMENDED & RESTATED

Amendment to Section 1. Purpose and Procedures

1.5 A new Section 1.5 is added:

“1.5 The parties agree to the following [REDACTED]”

1.5.1 [REDACTED]

[REDACTED]

1.5.2 [REDACTED]

[REDACTED]

Amendment to Section 2. Definitions

2.2 Section 2.2 is replaced in its entirety with the following:

“2.2. “Affiliate” means, with respect to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with such party.”

The following defined terms are inserted into Section 2 in alphabetical order and all definitions in Section 2 shall be renumbered accordingly:

“Adequate Assurance of Performance” shall have the meaning set forth in Section 10.1.

“Claims” shall have the meaning set forth in Section 8.3

“Coastal Bend Header” means the 65-mile, 36-inch diameter pipeline being constructed by Boardwalk Pipeline Partners LP, commencing at an interconnect with Tennessee Gas Pipeline Company, LLC, approximately eight miles northwest of Hungerford, Wharton County, Texas, and terminating at Stratton Ridge.

[REDACTED]

ATTACHMENT B
AMENDED & RESTATED

“Conditions Precedent” shall have the meaning set forth in Section 12.2.

“Control” means, with respect to a Person, at least 50 percent ownership (voting or equity) of such Person.

“Defaulting Party” shall have the meaning set forth in Section 10.2.

“Dispute” shall have the meaning set forth in Section 15.9.

“Early Termination Date” shall have the meaning set forth in Section 10.3.

“Event of Default” shall have the meaning set forth in Section 10.2.

“Excluded Transactions” shall have the meaning set forth in Section 10.3.

“Floating Price” shall have the meaning set forth in Section 14.

“Force Majeure” shall have the meaning set forth in Section 11.

“Freeport LNG Terminal” means the facilities near Freeport, Texas, utilized by Buyer in accordance with its rights under the Liquefaction Tolling Agreement, including the liquefaction facilities on Quintana Island, the associated pipeline facilities and the underground gas storage facility near Stratton Ridge, Texas.

“Imaged Agreement” shall have the meaning set forth in Section 15.11.

“Law” means, to the extent applicable, all international, national, regional, and local laws, including regulations and rules made thereunder, and judgments, decrees, injunctions, writs, judicial or administrative interpretation or enforcement thereof, and orders of any court or any statutory authority or tribunal, including treaties and international conventions, as may be in force and effect from time to time during the term of the Contract.

“Liquefaction Tolling Agreement” means that certain Liquefaction Tolling Agreement dated as of July 31, 2012, executed by FLNG Liquefaction, LLC and Osaka Gas Co., Ltd., as the same may be amended, supplemented, modified, or replaced in accordance with its terms.

“Market Disruption Event” shall have the meaning set forth in Section 14.

“Non-Defaulting Party” shall have the meaning set forth in Section 10.2.

“Notices” shall have the meaning set forth in Section 9.1.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, governmental authority, or other entity.

“Rules” shall have the meaning set forth in Section 15.9.

“Terminated Transaction” shall have the meaning set forth in Section 10.3.

ATTACHMENT B
AMENDED & RESTATED

Amendment to Section 6. Taxes

6 The third sentence of Section 6 is modified to read as follows:

"If a party is required by applicable law to remit or pay Taxes that are the other party's responsibility hereunder, the party so required will comply with such collection and remission requirements, and the party responsible for such Taxes under this provision shall promptly reimburse the other party for such Taxes."

Amendment to Section 7. Billing, Payment and Audit

7.2 The first sentence of Section 7.2 is modified to read as follows:

"Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later to occur of the Payment Date or the date that is 10 Business Days after receipt of the original invoice by Buyer; provided, however, that if the Payment Date is not a Business Day, payment shall be due on the later to occur of the Business Day immediately following the Payment Date or the 10th Business Day following the receipt of such original invoice."

7.8 The following new Section 7.8 is added:

"7.8. The invoice delivered by Seller to Buyer pursuant to Section 7.1 shall show the quantity of Gas delivered during the specified Delivery Period, the Contract Price, the amount of such invoice, and any additional charges with reasonable supporting documentation therefor, and the total amount of the invoice."

Amendment to Section 8. Title, Warranty, and Indemnity

8.6 The following new Section 8.6 is added:

"8.6. Each party represents and warrants to the other party that (i) it is acting for its own account and has made its own independent decision to enter into the Contract and each transaction (including any Transaction Confirmation accepted in accordance with Section 1.3) and as to whether the Contract and each such transaction (including any Transaction Confirmation accepted in accordance with Section 1.3) is appropriate or proper for it based upon its own judgment, (ii) it is not relying upon the advice or recommendations of the other party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of the Contract and each transaction (including any Transaction Confirmation accepted in accordance with Section 1.3); and (iii) it is not relying on any unique or special expertise of the other party and it is not in any special relationship of trust or confidence with respect to the other party."

Amendment to Section 9. Notices

9.2 Section 9.2 is modified to read as follows:

"9.2. All Notices required hereunder may be sent by mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered, except for Notices relating to Events of Default, as provided for in Sections 10.2 and 10.3, which shall be sent by a nationally recognized overnight courier service."

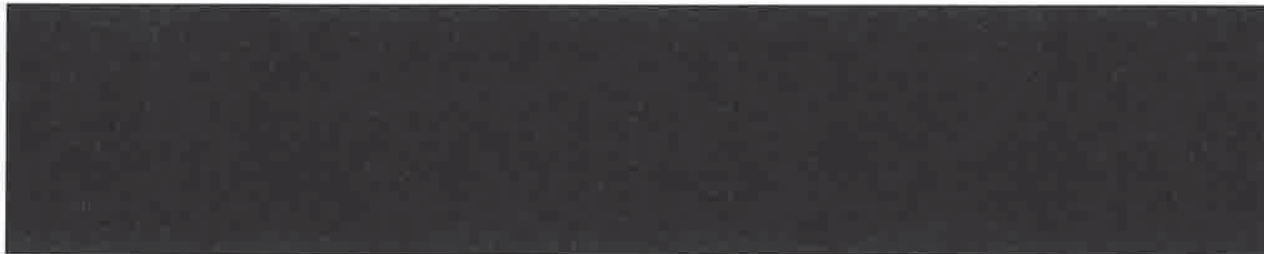
Amendment to Section 10. Financial Responsibility

10.2 The word "or" immediately before clause (ix) is deleted and the following is inserted immediately after clause (ix):



ATTACHMENT B
AMENDED & RESTATED

10.5 Section 10.5 is modified to read as follows:



Amendment to Section 11. Force Majeure

11.1 The second sentence of Section 11.1 is modified to read as follows:

"The term "Force Majeure" as employed herein means :



11.2 Section 11.2 is replaced in its entirety with the following:

"11.2



11.7 A new Section 11.7 is inserted as follows:



ATTACHMENT B
AMENDED & RESTATED

Amendment to Section 12. Term

12.1 A new Section 12.1 is inserted as follows:



12.2 A new Section 12.2 is inserted as follows:



12.3 A new Section 12.3 is inserted as follows:



Amendment to Section 15. Miscellaneous

15.2 Section 15.2 is replaced in its entirety with the following:

"If any provision of this Contract is held invalid, illegal, or unenforceable by any court or government agency having jurisdiction, such invalidity, illegality, or unenforceability shall not affect in any way the validity, legality, or enforceability of any other provision of this Contract (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction)."

15.3 Section 15.3 is replaced in its entirety with the following:

"No failure or delay of either party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision hereof or consent to any departure by either party therefrom shall in any event be effective unless the same shall be in writing and signed by the party against whom enforcement is sought, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given."

15.5 The following new sentence is added to the end of Section 15.5:

Each party hereby irrevocably waives any and all rights it has or may acquire in the future to request a trial by jury in any action or **proceedings** hereunder.

ATTACHMENT B
AMENDED & RESTATED

15.8 Section 15.8 is deleted in its entirety and the remaining provisions of Section 15 are renumbered accordingly.

15.9 Section 15.9, now renumbered as Section 15.8, is deleted in its entirety and replaced with the following:

“15.8. Any dispute, claim, difference, or controversy arising out of, relating to, or having any connection with this Contract, including any dispute as to its existence, validity, interpretation, performance, breach, or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (a “Dispute”), shall be referred to and finally resolved by arbitration. The arbitration shall be conducted in accordance with the International Arbitration Rules of the American Arbitration Association - International Center for Dispute Resolution (the “Rules”). Capitalized terms used in this Section 15.8 which are not otherwise defined in this Contract have the meaning given to them in the Rules. The claimant shall appoint one arbitrator in the notice of arbitration. The respondent shall appoint one arbitrator in the statement of defense. If either party fails to make its nomination pursuant to this Section 15.8, then the administrator shall appoint an arbitrator on its behalf. The two arbitrators so appointed shall, within 14 days of the appointment of the second of them, appoint the third arbitrator, who shall be the presiding arbitrator. If the third arbitrator has not been appointed within this time limit, then the third arbitrator shall be appointed by the administrator. The seat, or legal place of arbitration, shall be Houston, Texas. The language used in the arbitral proceedings shall be English. The arbitrators shall have no authority to award any damages in excess of what is allowed under the terms of this Contract. Each of the parties hereby irrevocably and unconditionally (i) consents to the submission of any Dispute for resolution by arbitration as provided in this Section 15.8 and (ii) waives any other forum that now or hereafter may otherwise be available to it by reason of its present or future domicile, or for any other reason.”

15.12 The following new Section 15.12 is added:

“15.12. In this Contract unless the context requires otherwise:

15.12.1 References in the singular shall include references in the plural and vice versa.

15.12.2 Words denoting gender shall include any other gender and words denoting natural persons shall include any other persons.

15.12.3 The headings are inserted for convenience only and shall be ignored in construing this Contract.

15.12.4 The words “include” and “including” are to be construed without limitation.

15.12.5 The words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Contract as a whole, and not to any particular Section, subsection, or clause hereof.

15.12.6 References herein to a Section, subsection, or clause refer to the appropriate Section, subsection, or clause hereof.

15.12.7 Any definition of or reference to any agreement, instrument, other document, schedule, exhibit, statute, law, or regulation herein shall be construed as referring to such agreement, instrument, other document, schedule, exhibit, statute, law, or regulation as from time to time amended, supplemented, restated, or otherwise modified.

15.12.8 Any reference herein to any person or entity shall include its successors and permitted assigns.

15.12.9 Any reference herein to time shall be to Central Standard Time, as adjusted for daylight saving time when applicable.”

15.13 The following new Section 15.13 is added:

“15.13. Seller hereby represents, warrants, and undertakes to Buyer that, on the Effective Date:

15.13.1 Seller is a limited liability company duly organized under the laws of the State of Delaware;

ATTACHMENT B
AMENDED & RESTATED

15.13.2 Seller has the power, authority, and legal right to enter into and perform its obligations under this Contract. The execution, delivery, and performance by Seller of this Contract have been duly authorized by all required corporate action and do not and will not (i) violate any applicable law or any provisions of its organizational documents or (ii) constitute or give rise to a default under any agreement or instrument to which Seller is a party or by which its assets may be bound;

15.13.3 this Contract has been duly executed and delivered by Seller and constitutes a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting rights of creditors generally (regardless of whether considered in a proceeding in equity or at law);

15.13.4 no event relating to Seller has occurred or is reasonably anticipated by Seller that is likely to have a material adverse effect on the financial condition of Seller or on its ability to perform its obligations under this Contract;

15.13.5 there is no pending or, to the knowledge of Seller, threatened, claim, action, or proceeding affecting Seller before any court, arbitrator, administrative agency, or other Governmental Authority that could reasonably be expected to materially adversely affect Seller's ability to perform its obligations under this Contract;

15.14 The following new Section 15.14 is added:

"15.14. Buyer hereby represents, warrants, and undertakes to Seller as follows:

15.14.1 Buyer is a limited liability company duly organized under the laws of the State of Delaware.

15.14.2 Buyer has the power, authority, and legal right to enter into and perform its obligations under this Contract. The execution, delivery, and performance by Buyer of this Contract have been duly authorized by all required corporate action and do not and will not (i) violate any applicable law or any provisions of its organizational documents or (ii) constitute or give rise to a default under any agreement or instrument to which Buyer is a party or by which its assets may be bound.

15.14.3 This Contract has been duly executed and delivered by Buyer and constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting rights of creditors generally (regardless of whether considered in a proceeding in equity or at law).

15.14.4 No event relating to Buyer has occurred or is reasonably anticipated by Buyer that is likely to have a material adverse effect on the financial condition of Buyer or on its ability to perform its obligations under this Contract.

15.14.5 There is no pending or, to the knowledge of Buyer, threatened, claim, action, or proceeding affecting Buyer before any court, arbitrator, administrative agency, or other Governmental Authority that could reasonably be expected to materially adversely affect Buyer's ability to perform its obligations under this Contract."

15.15 The following new Section 15.15 is added:

"15.15. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflict of laws principles thereof that would otherwise require the application of the law of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) and the Convention on the Limitation Period in the International Sale of Goods shall not apply to this Contract."



ATTACHMENT B
AMENDED & RESTATED

15.16 The following new Section 15.16 is added:

"15.16. Notwithstanding anything herein to the contrary, neither party shall have the right to assign or transfer rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that (i) either party may, without the written consent of the other party, transfer or assign this Contract to a purchaser or transferee of all or substantially all of the assets of the assigning party, whose creditworthiness at the time of such assignment is at least equivalent to the assigning party's creditworthiness at the time of such assignment, and the assignee shall agree in writing to be bound by the terms and conditions of this Contract and (ii) either party may, without the written consent of the other party, transfer or assign this Contract to an Affiliate by assignment, merger or otherwise (and such assignee shall agree in writing to be bound by the terms of this Contract and meet any required Credit Support Obligations)."

15.17 The following new Section 15.17 is added:

"15.17. This Contract may be signed in multiple identical counterparts and by the parties on separate counterparts, each of which shall constitute an original, but both of which together shall constitute a single contract. In addition, execution of this Contract by either of the parties may be evidenced by way of transmission of such party's signature (which signature may be on a separate counterpart) via electronic mail and such signature shall be deemed to constitute the original signature of such party to this Contract."

Seller: <u>Range Resources Appalachia, LLC</u>	Buyer: <u>Osaka Gas Trading & Export LLC</u>
Signature: <u></u>	Signature: <u></u>
Name: <u>Chad Stephens</u>	Name: <u>Takeshi Shinohara</u>
Title: <u>Sr. Vice President, Corporate Development</u>	Title: <u>President</u>
Date: _____	Date: <u>June 18, 2018</u>

ATTACHMENT C

DECLARATION OF TAKESHI SHINOHARA

DECLARATION OF TAKESHI SHINOHARA

I, Takeshi Shinohara, declare and state under penalty of perjury as follows:

1. I am President, Osaka Gas Trading & Export LLC (“OGTX”). My business address is 1330 Post Oak Boulevard, Suite 1900, Houston, Texas, 77056.
2. OGTX is a wholly-owned indirect subsidiary of Osaka Gas Co., Ltd., a corporation incorporated under the laws of Japan (“Osaka Gas”). Osaka Gas has entered into a long term Liquefaction Tolling Agreement, dated as of July 31, 2012 (“LTA”) with FLNG Liquefaction, LLC (“FLIQ”) for liquefaction services, among other things, from the facilities for LNG export under construction at Freeport, Texas (the “Project”). The Project has received Federal Energy Regulatory Commission (“FERC”) authorization under Section 3(a) of the Natural Gas Act. In Order Nos. 3282-C and 3357-B, issued November 14, 2014, the U.S. Department of Energy (“DOE”) issued Final Orders authorizing the export of LNG from the Project to non-Free Trade Agreement countries up to 1.8 Bcf/d.
3. OGTX is in charge of natural gas and pipeline procurement for the liquefaction services to be provided under the LTA. As President, I am responsible for the procurement of natural gas supplies for the liquefaction services to be provided under the LTA. My responsibilities include the negotiation and implementation of long-term contracts for the purchase and sale of natural gas supplies under the LTA. I have over 23 years of experience working in domestic and international energy markets, including over 14 years in the liquefied natural gas (“LNG”) industry. My LNG industry experience includes negotiation of

LNG sales and purchase agreements. I have been President of OGTX since 2017. I have been employed with Osaka Gas or its subsidiaries since 1995.

4. As a result of my position and experience, I am familiar with competitive conditions in the natural gas industry, both in general and with respect to the U.S. commercial natural gas and LNG markets and natural gas pipelines. I also have detailed personal knowledge regarding Osaka Gas and its affiliates' confidential natural gas supply contracts and procurement policies, as well as cost, technical, financial and management information and the policies and procedures for the protection of such information.

A. Purpose of Declaration

5. Pursuant to DOE Order Nos. 3282-C and 3357-B (the "Orders"), all executed long-term contracts associated with the long-term supply of natural gas to the Project must be filed with the DOE Office of Oil and Gas Global Security within 30 days of their execution. The Orders provide that if the executed long-term contracts to be filed contain confidential or proprietary information they are to be filed "under seal" and a redacted version of the contract may be provided for public access. Once filed "under seal", the confidentiality of the non-redacted documents is to be preserved by DOE, with restricted access to those documents even by DOE internal employees.

6. Pursuant to the Orders, on December 21, 2015, Osaka Gas submitted a copy of that certain Contract for Sale and Purchase of Natural Gas between Range Resources – Appalachia, LLC and Osaka Gas Trading & Export LLC, dated November 30, 2015, to the Office of Oil and Gas Global Security and Supply within 30 days of execution (the

“Contract”). Osaka submitted an unredacted copy of the Contract under seal and a redacted version. The Contract contains highly sensitive commercial and financial information that is confidential and proprietary information.

7. Today Osaka Gas is submitting, under seal, unredacted copies of the First Amendment to the Contract, dated as of June 7, 2018 (the “Amendment Contract”).

8. This declaration addresses why the information that has been redacted from these long-term agreements should be exempted from public disclosure. As further described in this declaration, the information submitted by Osaka Gas to DOE includes highly sensitive confidential commercial, financial and technical and proprietary information, which neither Osaka Gas nor its affiliates has released to the public, and the release of which would currently cause substantial competitive harm.

B. Competition in the Industry

9. Osaka Gas and its affiliates (the “Osaka Group”) face intense competition in the natural gas supply markets in the U.S. and globally. The competition facing the Osaka Group includes all other parties that have received or are seeking authorization from DOE to export domestically sourced LNG. The competitive market also includes entities considering filing applications for LNG exports in the future. As the LNG market is a global market, there are numerous additional international competitors, both commercial and governmental. In addition to competitors in the market for the purchase of natural gas supply for LNG exports, the Osaka Group’s competitive market includes all other purchasers or potential purchasers of

natural gas under long-term supply arrangements for industrial, commercial or institutional use.

10. The Osaka Group regularly competes with these and other companies, each of which can and does seek to provide the natural gas supply in both the governmental and commercial marketplaces.

11. Disclosure of highly sensitive commercial information in these long-term contracts could make apparent to the Osaka Group's competitors proprietary business policies and procedures as well as commercial strategies and trade secrets, including how purchase and sales transactions are structured. In the highly competitive gas supply environment, such disclosure could cause competitive injury. For example, disclosure of price terms could provide insight to other natural gas suppliers as to the price that the Osaka Group is willing to negotiate. If the Osaka Group's sensitive confidential commercial, financial and technical information is allowed to enter the public domain, it will cause significant competitive harm to the Osaka Group and allow the Osaka Group's competitors to gain unfair competitive advantages over the Osaka Group in the national and global competitive markets for long-term natural gas supply for LNG export and for other uses.

12. The Amendment Contract provide confidential information that in the hands of potential commercial counterparties could seriously disadvantage the Osaka Group in future negotiations and other activities that the Osaka Group may undertake on natural gas purchase and sale agreements and other contracts and competitive situations -whether government or commercial.

C. Osaka's Proposed Redactions

13. The competitively sensitive information that Osaka identified consists of confidential commercial, financial and/or technical information that is unique to this Contract and heavily negotiated between the parties. Disclosure of this information would cause substantial harm to the Osaka Group's competitive position. Disclosure of this information would put OGTX and the Osaka Group at a competitive disadvantage in negotiations with other potential natural gas suppliers, as the information could provide those parties with insight into unique and heavily negotiated terms that OGTX and the Osaka Group previously accepted. Disclosure of this information could also cause competitive harm to the Osaka Group by disclosing competitive business strategies, in particular, strategies associated with the procurement of natural gas and pipelines for LNG export, and confidential commercial and financial information that is unique to the Osaka Group and proprietary.

D. Confidentiality of Information

14. No member of the Osaka Group would currently release to the public the commercially sensitive and proprietary information contained in these agreements. On the contrary, the Osaka Group has taken great care to maintain the confidentiality of this information through company policies and procedures for the safeguarding of proprietary information, trade secrets and other sensitive business information. The Osaka Group's sensitive business information is proprietary and is not disclosed to the public.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 28 day of June 2018.

A handwritten signature in black ink, appearing to read 'T. Shinohara', written in a cursive style.

Takeshi Shinohara
President, Osaka Gas Trading & Export LLC