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Mr. John Anderson
Office for Oil and Gas Global Security and Supply
Office of Fossil Energy
U.S. Department of Energy
FE-34
1000 Independence Avenue, S.W.
Washington D.C. 20585

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**Re: In the Matter of Pieridae Energy (USA) Ltd., FE Docket No. 14-179-LNG
Long-Term Natural Gas Supply Agreement**

Dear Mr. John Anderson:

In accordance with the Department of Energy, Office of Fossil Energy (“DOE/FE”) Order No. 3639¹ and in connection with FE Docket No. 14-179-LNG, Pieridae Energy (USA) Ltd. hereby submits for public posting, a summary of the major provisions of the Natural Gas Supply Agreement dated July 1, 2015 between Pieridae Energy (USA) Ltd. and Pieridae Energy (Canada) Ltd. (“Natural Gas Supply Agreement”) pertaining to the long-term export of U.S.-sourced natural gas to the Goldboro LNG Project. As expressly provided for by Order No. 3639, Pieridae also hereby requests confidential treatment of the non-redacted copy of the Natural Gas Supply Agreement being submitted to the DOE/FE separately under seal.² Confidential treatment of such contract is warranted due to the commercially sensitive information contained therein.

Should you have any questions, please do not hesitate to contact the undersigned at (202) 662-4555.

Respectfully submitted,

/s/ Erik J.A. Swenson

Erik J.A. Swenson
Islara U. Irgit
Attorneys for Pieridae Energy (USA) Ltd.

EJAS/IUI

¹ *Pieridae Energy (USA), Ltd.*, DOE/FE Order No. 3639, Ordering Paragraph A and D(ii), FE Docket No. 14-179-LNG (May 22, 2015) (granting Pieridae authorization to engage in long-term exports of U.S.-sourced natural gas to Canada for end use in Canada and/or, after liquefaction in Canada, to free trade agreement nations and requiring any long-term contracts associated with the long-term supply of natural gas to the Goldboro LNG Project to be filed with the Office for Oil and Gas Global Security and Supply of the DOE/FE).

² The Natural Gas Supply Agreement is being sent to the DOE/FE by overnight mail.

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NATURAL GAS SUPPLY AGREEMENT, DATED JULY 1, 2015

BETWEEN

PIERIDAE ENERGY (USA) LTD. AND
PIERIDAE ENERGY (CANADA) LTD.

MAJOR PROVISIONS SUMMARY

1. DOE Order/FE Docket No(s):

DOE Order No. 3639

FE Docket No. 14-179-LNG

2. LNG Liquefaction/Export Facility and Location:

Goldboro LNG Project, to be located in the Municipality of the District of Guysborough, Nova Scotia, Canada.

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

The proponent of the Goldboro LNG Project is Pieridae Energy (Canada) Ltd., in its capacity as the sole general partner of Goldboro LNG Limited Partnership.

Pieridae Energy Limited owns (a) substantially all of the shares of Pieridae Energy (Canada) Ltd., (b) substantially all of the limited partnership units in Goldboro LNG Limited Partnership, (c) all of the shares of Pieridae Energy (USA) Ltd. and (d) all of the limited partnership interests in Goldboro LNG Limited Partnership II.

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

Seller: Pieridae Energy (USA) Ltd., as the sole general partner of Goldboro LNG Limited Partnership II.

Buyer: Pieridae Energy (Canada) Ltd., as the sole general partner of Goldboro LNG Limited Partnership.

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

Natural gas purchase and sale agreement.

5b. Firm or Interruptible Contract:

Firm.

6. Date of the Contract:

July 1, 2015.

7. Contract Term:

Subject to early termination rights of Buyer and Seller, the term of the Natural Gas Supply Agreement will commence on July 1, 2015 and will terminate on the twentieth anniversary of the day on which Buyer can start to sell and deliver liquefied natural gas produced at the Goldboro LNG Project (the “Start of Commercial Deliveries”). The term of the Natural Gas Supply Agreement may be extended by the Buyer and Seller upon terms and conditions mutually agreed.

8. Annual Quantity:

Subject to certain adjustments, the Natural Gas Supply Agreement contemplates the purchase and sale of between 292,000,000 and 292,800,000 cubic feet of natural gas annually during the period commencing on the Start of Commercial Deliveries and terminating at the end of the term of the contract.

In addition, the Natural Gas Supply Agreement contemplates the purchase and sale of an unspecified quantity of natural gas for commissioning purposes during the period commencing two hundred days before the Start of Commercial Deliveries and ending on the Start of Commercial Deliveries.

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

The Buyer is obliged to take and pay, or compensate the Seller if not taken, for the applicable annual contract quantity of natural gas.

The Seller is obliged to compensate the Buyer if the Seller fails to sell and deliver any agreed quantities of natural gas.

10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate.

Title to and control of natural gas purchased and sold under the Natural Gas Supply Agreement passes from Seller to Buyer immediately after the natural gas passes the point on the Maritime & Northeast pipeline where the border of the USA and Canada meet or such other point on any natural gas transmission system or any interconnection point between any two natural gas transmission systems agreed upon by Buyer and Seller.

11. Legal Name of Entity(ies) that has(have) Title to the Natural Gas and LNG through the LNG Facility until Export (at the Flange of the Vessel):

Pieridae Energy (Canada) Ltd., in its capacity as the sole general partner of Goldboro LNG Limited Partnership.

12. Export Destination Restrictions in the Contract:

Clause 2.3(e): Seller and Buyer shall ensure that the resale or transfer of Gas, the resale or transfer of LNG purchased hereunder (including LNG which is produced, either in whole or in part, from Gas purchased hereunder), and all other transactions authorized by DOE/FE Order No. 3639 or any additional order issued by the Department of Energy (Office of Fossil Energy) are permitted and lawful under the laws and policies of the USA including the rules, regulations, orders, policies, and other determinations of the Department of Treasury (Office of Foreign Assets Control) of the USA;

Clause 2.3(f): Buyer acknowledges and agrees that it will resell or transfer Gas purchased hereunder, and LNG which is produced, either in whole or in part, from such Gas, for delivery only to countries identified in Ordering Paragraph B of DOE/FE Order No. 3639, issued May 22, 2015, in FE Docket No. 14-179-LNG, and/or to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such countries. Buyer further commits to cause a report to be provided to Seller that identifies the country of destination, upon delivery, into which the exported LNG was actually delivered, and to include in any resale contract for LNG the necessary conditions to ensure that Seller is made aware of all such actual destination countries;

Clause 2.3(g): if the Department of Energy (Office of Fossil Energy) issues an additional order authorizing Seller to export natural gas from the USA for end use in any country with which the USA does not have a free trade agreement requiring the national treatment for trade in natural gas, and with which trade is not prohibited by the laws or policy of the USA, the application and effect of Clause 2.3(f) shall be supplemented by this Clause 2.3(g) upon delivery of notice by Seller to Buyer and immediately thereupon Buyer acknowledges and agrees that it will resell or transfer LNG purchased hereunder (including LNG which is produced, either in whole or in part, from Gas purchased hereunder) for delivery to the additional countries identified in that additional order and/or to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to such countries. Buyer further commits to cause a report to be provided to Seller that identifies the country of destination, upon delivery, into which the exported LNG was actually delivered, and to include in any resale contract for LNG the necessary conditions to ensure that Seller is made aware of all such actual destination countries;

13. Resale Provisions:

Refer to response 12, Clauses 2.3(f) and 2.3(g) above.

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

Clause 2.3(a): Seller shall deliver to Buyer a copy of each order authorizing Seller to export natural gas from the USA and Buyer shall comply, and shall assist Seller to comply, with the terms and conditions of each such order including terms and conditions in relation to the sale of Gas purchased hereunder and the sale of LNG produced, in whole or in part, from such Gas;

Clause 2.3(b): Buyer shall cooperate with Seller, and shall provide to Seller all relevant information and materials, to permit Seller to register Buyer with the Department of Energy (Office of Fossil Energy);

Clause 2.3(c): Buyer shall deliver to Seller a non-redacted copy of each agreement entered into by Buyer which contemplates the sale of Gas which Buyer purchased hereunder, or the sale of LNG produced, in whole or in part, from such Gas, together with a summary of the major provisions of each such agreement and a statement expressing the reasons why the non-disclosed information should be exempted from public disclosure;

Clause 2.3(d): Seller shall file with the Department of Energy (Office of Oil and Gas Global Security and Supply) (i) a non-redacted copy of this Agreement, and each other agreement referred to in Clause 2.3(c), under seal and (ii) a summary of the major provisions of this Agreement and each such other agreement and, in each case, a statement expressing the reasons why the non-disclosed information should be exempted from public disclosure and Seller shall make such filing within thirty days of the execution of this Agreement and such other agreement, as the case may be, by the parties thereto;

Clause 2.3(h): within fifteen days after the end of each calendar month during the Term Buyer shall deliver a written report to Seller that accounts for the delivery and use of the Gas purchased by Buyer hereunder during such month and that includes (i) the volume of Gas (expressed in millions of cubic feet) that was delivered to Buyer during such month, (ii) the volume of such Gas (expressed in millions of cubic feet) that was used to produce LNG, and the quantity of such LNG that was produced, during such month (iii) the name of each LNG vessel that was used to transport such LNG, the date of its departure from the Canadian port and the country of its ultimate destination, (iv) the name of the purchaser of such LNG, (v) the selling price of such LNG (expressed in US currency per MMBtu), (vi) the term of the supply agreement under which such LNG was sold, and (vii) such additional information as may be requested by Seller from time to time; and

Clause 2.3(i): Pieridae Energy Limited agrees that, so long as it owns, directly or indirectly, ten percent (10%) or more of the shares in the capital of Pieridae Energy (USA) Ltd., Pieridae Energy Limited shall not authorize the issuance or transfer of any shares in its capital stock if, as a consequence thereof, any Person would increase its ownership, either directly or indirectly, from less than ten percent of such shares then issued and outstanding to ten percent or more of such shares unless the prior written approval of the Assistant Secretary for Fossil Energy has been obtained.

UNITED STATES OF AMERICA DEPARTMENT OF ENERGY

OFFICE OF FOSSIL ENERGY

VERIFICATION

Alfred Sorensen, first being sworn, states that he is President of Pieridae Energy (USA) Ltd. and that he is duly authorized to execute this Verification; that he has read the foregoing filing and is familiar with the contents thereof; and that all of the statements of fact herein contained are true and correct to the best of his knowledge and belief.



Alfred Sorensen
on behalf of
Pieridae Energy (USA) Ltd.

PROVINCE OF ALBERTA

Subscribed and sworn to before me on this 30 day of July 2015, Alfred Sorensen proved to me on the basis of satisfactory evidence to be the person who appeared before me.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of Office at the City of Calgary, in the Province of Alberta, this 30 day of July 2015.



Name: Katie M. Stevens
A Notary Public in and for the Province of Alberta
My Commission is held at the pleasure of the Lieutenant Governor in Council for the Province of Alberta, Canada

Katie M. Stevens
Barrister & Solicitor



CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list for this proceeding.

Dated at Houston, Texas this 31st day of July, 2015.

/s/ Islara U. Irgit _____

Islara U. Irgit

Attorney for Pieridae Energy (USA) Ltd.