

February 27, 2019

Ms. Amy Sweeney, Director
Office of Regulation and International Engagement
Office of Fossil Energy
Forrestal Building FE-34, Room 3E-052
1000 Independence Avenue, S.W.
Washington, D.C. 20585

Re: In the Matter of Golden Pass Products LLC
Docket Nos. FE12-88-LNG and FE Docket No. 12-156-LNG
Long Term Contract

Dear Ms. Sweeney:

Golden Pass Products LLC (“GPP”) submits for filing, under seal, a non-redacted copy of a long-term sale and purchase agreement (“SPA”) entered into by GPP on January 30, 2019 with Ocean LNG Limited (“OLNG”). The non-redacted copy of the SPA contains commercially sensitive, confidential business information. The public disclosure of such information would irreparably harm GPP. It is therefore being filed under seal, as permitted under 10 CFR 590.202(e) and Ordering Paragraph E of DOE/FE Order No 3147, issued on September 27, 2012¹ and Ordering Paragraph I of DOE/FE Order No. 3978, issued on April 25, 2017.² Authorizing the filing of the SPA under seal is also consistent with the treatment given to other contracts by DOE/FE.³ GPP is also submitting for public posting in DOE’s public files a summary of the major provisions of the SPA between GPP and OLNG. That summary is attached hereto.

Should you have any questions, please contact the undersigned at (713) 860-6326.

Respectfully submitted,



Jeffrey Hammad
Vice President – Commercial

¹ *Golden Pass Products LLC*, FE Docket No. 12-88-LNG, DOE /FE Order No 3147, issued September 27, 2012, “*Order Granting Long-Term Multi-Contract Authorization to Export Liquefied Natural Gas by Vessel from the Golden Pass LNG Terminal to Free Trade Agreement Nations.*”

² *Golden Pass Products LLC*, FE Docket No. 12-156-LNG, DOE/FE Order No. 3978, issued April 25, 2017, “*Opinion and Order Granting Long-Term Multi-Contract Authorization to Export Liquefied Natural Gas by Vessel from the Golden Pass LNG Terminal Located in Jefferson County, Texas, to Non-Free Trade Agreement Nations,*” *Golden Pass Products LLC*, Order No. 3978-A, March 30, 2018, “*Opinion and Order Granting Motion for Leave to Answer Request for Rehearing and Denying Request for Rehearing.*”

³ See e.g., *Magnolia LNG LLC*, FE Docket Nos. 12-183-LNG, 13-131-LNG and 13-132-LNG, filing of August 21, 2015; *Sabine Pass Liquefaction LLC*, FE Docket Nos. 10-85-LNG and 10-111 LNG filing of January 23, 2017.

**LIQUEFIED NATURAL GAS SALE AND PURCHASE AGREEMENT
MAJOR PROVISION SUMMARY**

LIQUEFIED NATURAL GAS SALE AND PURCHASE AGREEMENT

**DATED JANUARY 30, 2019,
BETWEEN GOLDEN PASS PRODUCTS LLC
AND OCEAN LNG LIMITED**

- 1. DOE Order/FE Docket No(s):**
DOE Order Nos. 3147 & 3978
FE Docket Nos. 12-88-LNG & 12-156-LNG
- 2. LNG Liquefaction/Export Facility and Location:**
The liquefaction export facilities will be located near Sabine Pass, Texas.
- 3. Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):**
The contract has been entered into by Golden Pass Products LLC, which will own the export facilities that will be integrated into existing import facilities owned by Golden Pass LNG Terminal LLC.
- 4. Exact Legal Name of Parties/Counterparties to Contract:**
Seller: Golden Pass Products LLC
Buyer: Ocean LNG Limited
- 5. a. Contract Type (e.g., Purchase and Sale Agreement; Liquefaction Tolling Agreement, etc.):**
Liquefied Natural Gas Sale and Purchase Agreement

b. Firm or Interruptible Contract:
Firm
- 6. Date of the Contract:**
January 30, 2019
- 7. Contract Term:**
Approximately 20 years from January 30, 2019, unless extended in accordance with the terms of the contract.
- 8. Annual Quantity:**
Equal to the greater of (i) the aggregate of the tested annual capacity of the first liquefaction train, the second liquefaction train and the third liquefaction train or (ii) 810,000,000 MMBtu

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

Pursuant to the terms of the contract, during any contract year, the Seller is obliged to make available to Buyer the scheduled cargo quantity or compensate Buyer if not made available, unless otherwise excused under the contract. Similarly, during any contract year, the Buyer is obliged to take and pay for the scheduled cargo, or compensate the Seller if not taken, unless otherwise excused under the contract.

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

Not applicable.

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):

Golden Pass Products LLC

12. Export Destination Restrictions in the Contract:

The contract restricts exports of LNG received by the buyer from the Golden Pass LNG Terminal to destination countries permitted under (i) the applicable DOE/FE export authorizations and (ii) U.S. law.

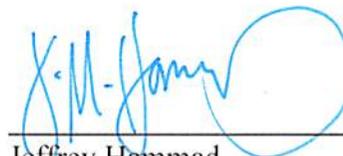
13. Resale Provisions:

The contract provides for the parties to agree to comply with the applicable export authorizations, including incorporating into any resale contract for LNG sold under the contract the necessary conditions to ensure compliance with the applicable export authorizations.

14. Other Major Non-Proprietary Provisions, if applicable:

None.

I affirm that the foregoing is true and accurate to the best of my knowledge and belief dated this 27th day of February 2019.



Jeffrey Hammad
Vice President – Commercial
Golden Pass Products LLC