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February 27, 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: John Anderson, Director
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 January 21, 2015 Osaka Gas Co., Ltd. ("Osaka Gas" or "Registrant") submitted copies of a Contract for sale and Purchase of Natural Gas between Continental Resources, Inc. and Osaka Gas Trading & Export LLC, dated as of December 25, 2014 (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 February 8, 2018, a NAESB Transaction Confirmation, dated as of March 24, 2015 and the First Amendment to the NAESB Transaction Confirmation, dated as of February 8, 2018.

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

(A) unredacted copies of the First Amendment to the Contract (the "Amendment"), the NAESB Transaction Confirmation (the "Confirmation") and the First Amendment to the NAESB Transaction Confirmation (the "Confirmation Amendment". The unredacted Amendment, Confirmation and Confirmation Amendment agreements, 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 Amendments, the Confirmation and the Confirmation Amendment (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
2200 Post Oak Blvd., Suite 1500
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 = 郎

Name: Seijiro Tamada

Title: Vice President

Date: February 27, 2018

ATTACHMENT A

UNREDACTED AMENDMENT, CONFIRMATION AND CONFIRMATION
AMENDMENT FILED UNDER SEAL ON

CONFIDENTIAL BASIS AND NOT FOR PUBLIC DISCLOSURE

ATTACHMENT B

REDACTED AMENDMENT, CONFIRMATION AND CONFIRMATION
AMENDMENT

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FEB 12 2018

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

Natural Gas Marketing

This **First Amendment to Base Contract for Sale and Purchase of Natural Gas** (this "Amendment") is made and entered into on February 8th, 2018 (the "Effective Date"), by and between **Continental Resources, Inc.** ("Continental") and **Osaka Gas Trading & Export LLC** ("OGTX"). Each of Continental and OGTX may be referred to herein individually as a "Party" and collectively as the "Parties".

Recitals

A. **WHEREAS**, the Parties entered into that certain Base Contract for Sale and Purchase of Natural Gas, including the Special Provisions related thereto, dated December 25, 2014 (the "Base Contract"), which provides for the purchase and sale of natural gas; and

B. **WHEREAS**, the Parties desire to amend the Base Contract as provided herein.

Agreement

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, the Parties agree to amend the Base Contract as follows:

1. Section 2 of the Base Contract shall be amended by deleting the following definitions in their entirety:

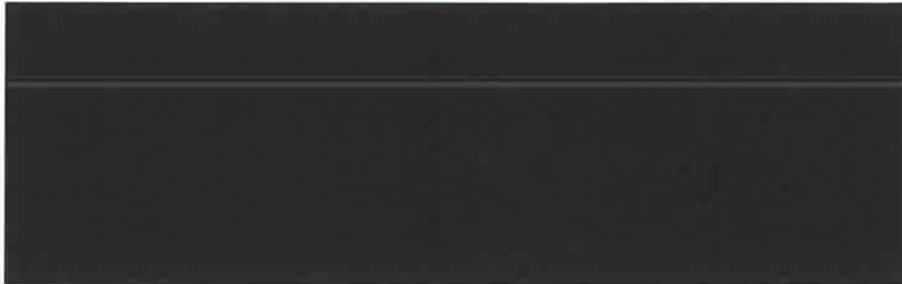
- (i) "First Window Period";
- (ii) "Second Window Period";
- (iii) "Third Window Period";
- (iv) "Fourth Window Period";
- (v) "Fifth Window Period"; and
- (vi) "Sixth Window Period".

2. The definition of "Transaction Confirmation" in Section 2.32 of the Base Contract shall be deleted in its entirety and replaced with the following:

"2.32 'Transaction Confirmation' shall mean that certain Transaction Confirmation made and entered into by and between Buyer and Seller dated March 24, 2015."

3. Section 12.2.8 of the Base Contract shall be amended by [REDACTED]

4. Section 12.3 of the Base Contract shall be deleted in its entirety and replaced with the following:



5. Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them under the Base Contract.

6. Except as specifically amended herein, all other terms and conditions of the Base Contract shall remain in full force and effect.

7. This Amendment shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

8. 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.

*The remainder of this page is intentionally blank
Signature page follows*

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Base Contract for Purchase and Sale of Natural Gas to be effective as of the Effective Date.

OSAKA GAS TRADING & EXPORT LLC

By: 

Name: Takeshi Shinohara

Title: President

CONTINENTAL RESOURCES, INC.

By: 

Name: Tom Smith

Title: Vice President Gas Marketing

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**FIRST AMENDMENT
TO
NAESB TRANSACTION CONFIRMATION**

This **First Amendment to NAESB Transaction Confirmation** (this "Amendment") is made and entered into on February 8th, 2018 (the "Effective Date"), by and between **Continental Resources, Inc.** ("Continental") and **Osaka Gas Trading & Export LLC** ("OGTX"). Each of Continental and OGTX may be referred to herein individually as a "Party" and collectively as the "Parties".

Recitals

A. **WHEREAS**, the Parties entered into that certain Base Contract for Sale and Purchase of Natural Gas, including the Special Provisions related thereto, dated December 25, 2014 (the "Base Contract"), which provides for the purchase and sale of natural gas; and

B. **WHEREAS**, the Parties executed that certain Transaction Confirmation dated March 24, 2015 (the "Transaction Confirmation"), which Transaction Confirmation is subject to the Base Contract.

C. **WHEREAS**, the Parties desire to amend the Transaction Confirmation as provided herein.

Agreement

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, the Parties agree to amend the Transaction Confirmation as follows:

1. The "Delivery Period" section of the Transaction Confirmation is deleted in its entirety and replaced with the following:

[REDACTED]

2. The first paragraph in the "Special Conditions" section of the Transaction Confirmation is deleted in its entirety and replaced with the following:

"The attached Special Provisions [REDACTED]
[REDACTED] as amended, apply to this Transaction Confirmation."

3. Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them under the Transaction Confirmation or the Base Contract.

4. Except as specifically amended herein, all other terms and conditions of the Transaction Confirmation shall remain in full force and effect.

5. This Amendment shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6. 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.

*The remainder of this page is intentionally blank
Signature page follows*

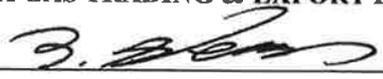
RECEIVED

FEB 12 2018

Natural Gas Marketing

IN WITNESS WHEREOF, the Parties have executed this First Amendment to NAESB Transaction Confirmation to be effective as of the Effective Date.

OSAKA GAS TRADING & EXPORT LLC

By: 

Name: Takeshi Shinohara

Title: President

CONTINENTAL RESOURCES, INC.

By: 

Name: Tom Smith

Title: Vice President Gas Marketing

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 2200 Post Oak Boulevard, Suite 1500, 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 22 years of experience working in domestic and international energy markets, including over 13 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 January 21, 2015, Osaka Gas submitted a copy of that certain Contract for Sale and Purchase of Natural Gas between Continental Resources, Inc. and Osaka Gas Trading & Export LLC, dated December 25, 2014, 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 February 8, 2018 (the “Amendment”), a NAESB Transaction Confirmation, dated as of March 24, 2015 (the “Confirmation”) and the First Amendment to the NAESB Transaction Confirmation, dated as of February 8, 2018 (the “Confirmation Amendment.”)

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, Confirmation and Confirmation Amendment 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 27 day of February 2018.



Takeshi Shinohara
President, Osaka Gas Trading & Export LLC