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By Docket Room at 9:25 am, Oct 11, 2017



October 10, 2017

Office of Fossil Energy [FE-34]
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585

RE: Freeport LNG Expansion, L.P. and FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC; and
FLNG Liquefaction 3, LLC

FE Docket Nos. 10-160-LNG, 10-161-LNG, 11-161-LNG, 12-06-LNG, and 16-108-LNG

REGISTRATION PURSUANT TO DOE/FE ORDER NOS. 2913, 3282, 3066, 3357, and 3957

I serve as Senior Counsel of Freeport LNG Expansion, L.P., which indirectly owns FLNG Liquefaction, LLC, FLNG Liquefaction 2, LLC and FLNG Liquefaction 3, LLC (collectively, "FLEX"). On February 10, 2011, DOE/FE issued Order No. 2913 granting approval of the long-term authorization to export liquefied natural gas ("LNG") from the Freeport LNG terminal to free trade nations. That order also authorized FLEX to export LNG as an agent for others and required such customers of FLEX to register with the DOE. Ordering Paragraphs D and G of Order No. 2913 require that certain long-term commercial agreements must be filed with the DOE/FE. Subsequent to the issuance of Order No. 2913, DOE/FE issued Order Nos. 3282, 3066, 3357, and 3957, each of which contains the same registration and filing requirements as Order No. 2913 (see Ordering Paragraphs D and F of Order No. 3066 and Ordering Paragraphs I and K of Order No. 3282-C, 3357-B, and 3957) (collectively, the "FLEX Export Authorizations").

On September 9, 2013, FLEX entered into a long-term commercial agreement with Toshiba Corporation ("Toshiba") to provide the services contemplated by the FLEX Export Authorizations, including acting as agent for authorized LNG exports (such agreement, the "Liquefaction Tolling Agreement"). Pursuant to the requirements of the FLEX Export Authorizations, FLEX filed with DOE/FE the Liquefaction Tolling Agreement and the required customer registration for Toshiba.

Toshiba has decided to assign its rights and obligations under the Liquefaction Tolling Agreement to Toshiba America LNG Corporation, a subsidiary of Toshiba America, Inc. (a wholly owned subsidiary of Toshiba). Therefore, please find attached as Exhibit I the registration of Toshiba America LNG Corporation under the authorization of and pursuant to the requirements of the FLEX Export Authorizations. As the Liquefaction Tolling Agreement has already been filed with DOE/FE with the registration of Toshiba, we refer DOE/FE to the prior filing and are not re-submitting it with this filing.

FREEPORT LNG EXPANSION, L.P.

333 Clay Street, Suite 5050 • Houston, Texas 77002-4173
Phone: 713-980-2888 • Fax: 713-980-2903

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Please contact me if you have any questions.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Matthew Salo".

Matthew Salo
Senior Counsel
Freeport LNG Expansion, L.P.

Exhibit I

Customer Registration

[Attached]

Toshiba America LNG Corporation

1800 West Loop South, Suite 1770, Houston, TX 77027
PHONE: (713) 581-9980
FACSIMILE: (713) 396-7258

September 27, 2017

Freeport LNG Expansion, L.P.
Attn: President
333 Clay Street, Suite 5050
Houston, TX 77002

RE: Registration under FLEX Export Authorization - DOE/FE Order No. 2913, 3066 and 3282

Dear Sir:

As you have been separately notified, Toshiba America LNG Corporation ("TAL") has taken assignment from Toshiba Corporation of that certain Liquefaction Tolling Agreement, dated as of September 9, 2013 (the "LTA") by and between FLNG Liquefaction 3, LLC and Freeport LNG Expansion, L.P. ("FLEX") and Toshiba Corporation.

Pursuant to Section 11.2 of that the LTA, TAL (hereinafter "Customer") hereby authorizes FLEX to submit to the Department of Energy ("DOE") the following information for the purposes of registering Customer with the DOE as a Person on whose behalf FLEX or its applicable Affiliate has the right to export pursuant to the FLEX Export Authorization issued on February 10, 2011 (DOE/ FE Order No. 2913), February 10, 2012 (DOE/FE Order No. 3066) and May 17, 2013 (DOE/FE Order No. 3282). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the LTA.

1. Customer Information. Pursuant to the requirements of said FLEX Export Authorization, Customer provides the information below, which is current and accurate as of the date of this letter:

(a) Customer's exact legal name is Toshiba America LNG Corporation, a Delaware corporation, with its principal office at 1800 West Loop, Suite 1770, Houston, Texas 77027 (Customer's parent entity is Toshiba America, Inc., a wholly owned subsidiary of Toshiba Corporation); and

(b) any inquires may be directed to the following corporate officer or employee of Customer:

Name/Title: V.V. Rao, SVP & COO
Address: 1800 West Loop South, Suite 1770, Houston TX 77027
E-mail Address: Veldanda.rao@toshiba.com
Telephone: 713-581-9981
Fax: 713-396-7258

2. Customer Contracts.

(a) Customer shall provide to DOE copies of the following contracts (to the extent applicable):

(i) any long-term contracts, including processing agreements, that result in the export of natural gas pursuant to a FLEX Export Authorization, including LNG; and

(ii) any long-term contracts associated with the long-term supply of natural gas to the Freeport Facility with the intent to process this natural gas into LNG for export pursuant to the FLEX Export Authorization referenced above.

(b) As Customer has elected to submit contracts directly to the DOE, Customer: (i) represents that it has attached hereto as Attachment A summaries of any contracts previously executed by Customer meeting either of the descriptions set forth in Paragraph 2(a) above and agrees to submit full copies of all such contracts to the DOE within five (5) Business Days of the date of this letter (along with any request for confidentiality that Customer may be required to make under its agreements with FLEX or that Customer may otherwise wish to make); and (ii) hereby agrees to provide to FLEX, no later than five (5) Business Days prior to the relevant DOE deadline, summaries of any contracts subsequently executed by Customer that meet either of the descriptions set forth in Paragraph 2(a) above and agrees to submit full copies of all such contracts to the DOE by such deadline (along with any request for confidentiality that Customer may be required to make under its agreements with FLEX or that Customer may otherwise wish to make).

(c) In instances where Customer is providing a summary of any contract to both DOE and FLEX, Customer shall provide DOE and FLEX with identical summaries;

3. Updates. Customer hereby agrees to provide FLEX with written notice and updated information with respect to the items listed below no later than five (5) Business Days prior to the relevant DOE deadline:

(a) a change in its company name;

(b) a change in its contact information;

(c) a change in the term of any long-term contract described in Paragraph 2, above;

(d) the termination of any long-term contract described in Paragraph 2, above; and

(e) any other relevant modification to any of the contracts described or information provided in this letter.

4. Compliance with Export Authorization and Regulations. To the extent that Customer does not take responsibility for directly registering itself with the DOE, Customer hereby acknowledges and agrees to provide all information necessary to permit FLEX to register Customer with the DOE as required by the FLEX Export Authorization referenced above. Customer further acknowledges and agrees to comply with such FLEX Export Authorization and all applicable requirements of the DOE's regulations at 10 CFR Part 590, including but not limited to the destination restrictions set forth in such FLEX Export Authorization. Customer agrees to sell or transfer LNG exported pursuant to the FLEX Export Authorization referenced above only to entities that have agreed in writing to the destination restrictions and reporting requirements set forth in that Export Authorization and have agreed to include such terms in all subsequent sales or transfers.

Very truly yours,

By: 
Name: Cheryl L. Roberts
Title: SVP & CFO

Date: September 27, 2017

ATTACHMENT A

Not applicable as of the date of this Notice.