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666 Fifth Avenue, 31st Floor • New York, New York 10103-3198  
tperez@fulbright.com • Direct: 212 318 3147 • Main: 212 318 3000 • Facsimile: 212 318 3400

January 11, 2013

Mr. John Anderson  
Office of Fuels Programs, Fossil Energy  
U.S. Department of Energy  
Docket Room 3F-056, FE-50  
Forrestal Building  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585

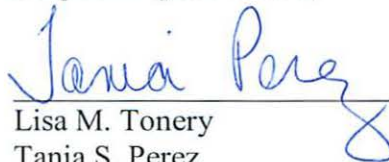
**Re: In the Matter of Gasfin Development USA, LLC**  
**FE Docket No. 13-06-LNG**  
**Application for Long-Term Authorization to Export Liquefied Natural Gas**  
**to Free Trade Agreement Nations**

Dear Mr. Anderson:

Enclosed for filing on behalf of Gasfin Development USA, LLC (“Gasfin”), please find Gasfin’s application for long-term, multi-contract authorization to engage in exports of up to 74 Billion cubic feet per year of natural gas in the form of liquefied natural gas (“LNG”), which is the equivalent of approximately one and a half (1.5) million metric tonnes per annum of LNG.<sup>1</sup> Gasfin seeks authorization for a 25-year term, commencing on the earlier of the date of first export or seven (7) years from the date the authorization is issued, to export LNG to any nation that currently has or develops the capacity to import LNG and with which the United States currently has, or in the future enters into, a Free Trade Agreement requiring the national treatment for trade in natural gas and LNG.

Should you have any questions about the foregoing, please feel free to contact the undersigned at 212-318-3147.

Respectfully submitted,



Lisa M. Tonery  
Tania S. Perez

Attorneys for  
Gasfin Development USA, LLC

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<sup>1</sup> A check in the amount of \$50.00 is provided as the filing fee stipulated by 10 C.F.R. § 590.207 (2013).

**UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
OFFICE OF FOSSIL ENERGY**

**In The Matter Of:** ) **FE Docket No. 13-06-LNG**  
**GASFIN DEVELOPMENT USA, LLC** )  
 )

**APPLICATION FOR LONG-TERM AUTHORIZATION  
TO EXPORT LIQUEFIED NATURAL GAS  
TO FREE TRADE AGREEMENT NATIONS**

Pursuant to Section 3 of the Natural Gas Act (“NGA”), 15 U.S.C. § 717b (2006), and Part 590 of the Department of Energy’s (“DOE”) regulations, 10 C.F.R. Part 590 (2013), Gasfin Development USA, LLC (“Gasfin”) hereby requests that DOE, Office of Fossil Energy (“FE”), grant long-term, multi-contract authorization for Gasfin to engage in exports of up to 74 Billion cubic feet per year (“Bcf/y”) (or 0.2 Bcf per day) of natural gas in the form of liquefied natural gas (“LNG”), which is the equivalent of approximately one and a half (1.5) million metric tonnes per annum (“mtpa”) of LNG, for a 25-year term. Gasfin is seeking authorization, commencing on the earlier of the date of first export or seven (7) years from the date authorization is issued, to export LNG to any nation that currently has or develops the capacity to import LNG and with which the United States currently has, or in the future enters into, a Free Trade Agreement (“FTA”) requiring the national treatment for trade in natural gas and LNG (*i.e.*, FTA Countries).<sup>1</sup> Gasfin is seeking this export authorization in conjunction with its proposal to develop, own and operate the Gasfin LNG Export Project (“Project”), a mid-scale natural gas liquefaction and LNG export terminal to be located along the Calcasieu River in Cameron Parish, Louisiana.<sup>2</sup>

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<sup>1</sup> Currently, the countries that have such FTAs with the U.S. include: Australia, Bahrain, Canada, Chile, Colombia, Dominican Republic, El Salvador, Guatemala, Honduras, Jordan, Republic of Korea, Mexico, Morocco, Nicaragua, Oman, Panama, Peru and Singapore.

<sup>2</sup> A map showing the location of the Project site along the Calcasieu River is attached hereto as Appendix A. Gasfin has executed an option agreement for the exclusive right to lease approximately 35-acres for the Project site.

In support of its application, Gasfin states as follows:

**I.**  
**COMPANY INFORMATION**

The exact name of Gasfin is Gasfin Development USA, LLC. Gasfin is a limited liability company organized under the laws of Delaware with a principal place of business located at 65 Rue des Romains, L-8041 Strassen, Luxembourg; and registered address of 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. Gasfin's telephone number is +44 20 3432 8510 and its fax number is +44 20 3369 9695. Gasfin is a wholly owned subsidiary of Gasfin Development S.A. ("Gasfin Development"), a Luxembourg company that develops, owns and manages mid-scale LNG infrastructure around the globe.<sup>3</sup>

Gasfin Development is management controlled by Roland Fisher (CEO) and Vladimir Puklavec (Chairman). Gasfin Development's affiliated operating group companies are TGE Gas Engineering GmbH ("TGE Gas")<sup>4</sup> and TGE Marine Gas Engineering GmbH ("TGE Marine").<sup>5</sup> TGE Gas and TGE Marine are limited companies set up in Bonn, Germany.<sup>6</sup> Gasfin

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That agreement envisages Gasfin having the right to lease contiguous property for the expansion of the Project. See Appendix B.

<sup>3</sup> For example, Gasfin Development has partnered with the National Energy Corporation of Trinidad and Tobago Limited for the development of a 0.5 mtpa liquefaction plant in Trinidad. See *Press Release: Break-through for LNG supplies to the Caribbean region NEC partners with Gasfin to establish a pioneering mid-scale LNG liquefaction plant in Trinidad* (Jun. 1, 2012), [http://www.gasfin.net/images/pr\\_07\\_06\\_12.pdf](http://www.gasfin.net/images/pr_07_06_12.pdf).

<sup>4</sup> TGE Gas is one of the world's leading contractors for the engineering, procurement, construction and project management of gas storage, handling and processing plants for the energy, oil and gas, petrochemical and chemical industries. TGE Gas has delivered over 50 cryogenic gas terminals, including world scale and mid-scale LNG terminals in Europe and China. See <http://www.tge-gas.com>.

<sup>5</sup> TGE Marine specializes in the design and construction of cargo handling systems for ships and offshore units carrying liquefied cryogenic gases (LNG, LPG and petrochemical gases). To date, TGE Marine has supplied gas handling and storage systems to more than 130 gas tankers, built at more than 20 shipyards across Asia (China, South Korea and Japan), Europe and South America. See <http://www.tge-marine.com>.

<sup>6</sup> TGE Gas and TGE Marine were formed as a result of a management buyout in 2006 of Tractebel Gas Engineering GmbH (known as TGE) from Tractebel Engineering, a member of the Suez Group. See *Caledonia leads MBO of Tractebel Gas Engineering GmbH from Tractebel Engineering* (May 16, 2006), <http://www.caledonia.com/rns/view/id/273>.

Development management holds 40% and 50% of the share capital of TGE Gas and TGE Marine, respectively. China International Marine Containers (Group) Co., Ltd. (known as CIMC), a publicly traded Chinese manufacturing group listed on the Shenzhen Stock Exchange, is a 60% shareholder of TGE Gas.<sup>7</sup> Caledonia Investments plc, a publicly traded UK Investment Trust listed on the London Stock Exchange, is a 50% shareholder of TGE Marine.<sup>8</sup>

## **II.** **EXPORT PROPOSAL AND PROJECT DESCRIPTION**

Gasfin herein is seeking multi-contract, long-term authorization to engage in exports of up to 74 Bcf/y of natural gas in the form of LNG to FTA Countries for a 25-year term commencing on the earlier of the date of first export or seven (7) years from the date of issuance of the authorization requested herein. Gasfin is seeking this export authorization in conjunction with its proposal to construct, own and operate the Gasfin LNG Export Project to be located on an approximately 35-acre site along the Calcasieu River in Cameron Parish, Louisiana.<sup>9</sup>

Construction of the Project will occur in three (3) phases totalling one and a half (1.5) mtpa. Each phase will be capable of producing 0.5 mtpa of LNG. The initial storage capacity will be approximately 50,000 cubic meters (“m<sup>3</sup>”) of LNG increasing to 100,000 m<sup>3</sup> when all three (3) phases have been completed. A single berth will be constructed to accommodate mid-scale LNG carriers in sizes ranging from 10,000 m<sup>3</sup> to 35,000 m<sup>3</sup>. Other common facilities will include control and administration buildings, utilities and flare.

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<sup>7</sup> See <http://www.cimc.com/en>.

<sup>8</sup> See <http://www.caledonia.com>.

<sup>9</sup> Regulatory approval also must be obtained from the Federal Energy Regulatory Commission (“FERC”) under Section 3 of the NGA for the siting, construction and operation of the Project. Gasfin anticipates requesting authorization from the Director of the Office of Energy Projects to commence the FERC’s mandatory National Environmental Policy Act (“NEPA”) pre-filing review process for the Project shortly after DOE/FE issues the authorization requested herein. The potential environmental impact of the Project will be reviewed by FERC in conjunction with that proceeding.

The Project site is located in close proximity to various major interstate and intrastate pipeline systems. For example, the systems of Tennessee Gas Pipeline Company, ANR Pipeline Company and Bridgeline Holdings, L.P. are within approximately three (3) miles of the Project. Within seven (7) miles, the Project also has access to the systems of Columbia Gulf Transmission Company and Natural Gas Pipeline Company of America. In this regard, through construction of a short (*i.e.*, three to seven-mile-long) pipeline by a Gasfin affiliate or third-party pipeline company,<sup>10</sup> the Project will benefit from interconnections with major pipeline systems that span large regions of the Continental U.S. and cross multiple conventional and unconventional gas plays.<sup>11</sup> Each of these interconnecting pipeline systems has a developed network of additional interconnects with other natural gas pipeline companies. As a result, the Project will have the ability to source gas from almost any point on the U.S. natural gas pipeline grid through direct physical delivery or by displacement on the spot market or pursuant to long-term supply arrangements for the account of Gasfin or third-party customers.<sup>12</sup> Through the planned pipeline interconnections, natural gas can be obtained from vast reserves spread over a large portion of the U.S.

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<sup>10</sup> A Certificate of Public Convenience and Necessity issued by FERC under Section 7 of the NGA will be required to construct, own and operate an interstate natural gas pipeline to bring feed gas to the Project. Gasfin anticipates that the environmental impacts of any such pipeline will be reviewed by FERC in conjunction with FERC's NEPA review of the Project. *See supra* note 9.

<sup>11</sup> Specific interconnections with the neighboring pipelines will be driven by customer demand for delivery/receipt points.

<sup>12</sup> "The U.S. natural gas pipeline network is a highly integrated transmission and distribution grid that can transport natural gas to and from nearly any location in the lower 48 States." Energy Information Administration, *About U.S. Natural Gas Pipelines*, [http://www.eia.gov/pub/oil\\_gas/natural\\_gas/analysis\\_publications/ngpipeline/index.html](http://www.eia.gov/pub/oil_gas/natural_gas/analysis_publications/ngpipeline/index.html).

The vast size of the total U.S. gas reserves available provide adequacy of supply for the Project.<sup>13</sup> Given the large supply and increased production levels,<sup>14</sup> the proposed exports are not anticipated to have any meaningful impact on the availability of natural gas in the United States as a whole, or, in particular, the Gulf Coast region.

### **III.** **REQUESTED AUTHORIZATION**

Gasfin requests long-term, multi-contract authorization to export up to 74 Bcf/y of natural gas in the form of LNG, which is the equivalent of approximately one and a half (1.5) mtpa, by vessel from the Project to any nation with which the United States currently has, or in the future enters into, an FTA requiring the national treatment for trade in natural gas and LNG, for a 25-year term. Gasfin requests that such authorization commence on the date of first export, with such first export to occur no later than seven (7) years following issuance of the authorization requested herein. Gasfin is requesting this authorization in order to act on its own behalf and as agent for third parties.<sup>15</sup>

Gasfin has not yet entered into long-term supply and long-term LNG purchase and sale or export agreements. Gasfin currently is engaged in commercial discussions with various large industrial customers and utility companies in the Caribbean and Central America that are seeking

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<sup>13</sup> The U.S. Energy Information Administration's Annual Energy Outlook 2012 employs as its reference case estimated proved and unproved gas resources of 542 trillion cubic feet, out of a total U.S. resource of 2,203 trillion cubic feet. See EIA, *AEO 2012* at p. 93, [http://www.eia.gov/forecasts/archive/aeo12/pdf/0383\(2012\).pdf](http://www.eia.gov/forecasts/archive/aeo12/pdf/0383(2012).pdf).

<sup>14</sup> Natural gas production from unconventional gas resources contributed to a 24% increase in the total U.S. gas production over the past five years. See EIA, *U.S. Dry Natural Gas Production* (Nov. 30, 2012), <http://www.eia.gov/dnav/ng/hist/n9070us2a.htm>. Shale gas production is projected to increase from five (5) Tcf per year in 2010 (23% of total U.S. dry gas production) to 13.6 Tcf per year in 2035 (49% of total U.S. dry gas production). See EIA, *AEO 2012*, at 3; see also EIA, *AEO 2013 Early Release*, at 10, [http://www.eia.gov/forecasts/aeo/er/pdf/0383er\(2013\).pdf](http://www.eia.gov/forecasts/aeo/er/pdf/0383er(2013).pdf) (cumulative production of dry natural gas from 2011 through 2035 in the AEO 2013 Reference case is about eight percent higher than in *AEO 2012*).

<sup>15</sup> Gasfin will comply with all DOE/FE requirements for exporters and agents, including the registration requirements as first established in *Freeport LNG Development, L.P.*, DOE/FE Order No. 2913 (Feb. 10, 2011) and most recently set forth in *Main Pass Energy Hub, LLC*, DOE/FE Order No. 3220 (Jan. 4, 2013).

to obtain LNG produced at the Project. As discussions are ongoing, Gasfin has yet to determine whether Gasfin or the customer will bear the responsibility for sourcing gas supplies for delivery to the Project. Gasfin will commence negotiations with the nearby pipelines for transportation capacity, interconnection points and development of a three to seven-mile-long pipeline to transport gas to the Project once commercial discussions with potential customers progress. Gasfin will submit transaction-specific information when such contracts are executed.

Pursuant to the Energy Policy Act of 1992, applications for authorization to export natural gas and LNG to nations with which the United States has an FTA requiring the national treatment for trade in natural gas and LNG are deemed to be in the public interest and must be granted without modification or delay.<sup>16</sup> DOE/FE consistently has found that, in light of its statutory obligation, there is no need for it to engage in an analysis of factors affecting the public interest in acting on such applications. In this regard, in *Jordan Cove Energy Project, L.P.*, DOE/FE noted that its authority under NGA Section 3(c), as amended by the Energy Policy Act of 1992, is limited to two areas: “(1) to ensure that applications are filed with sufficient information to confirm that the applicant is engaged in a meaningful (*i.e.*, not frivolous) effort to undertake natural gas export or import activities, and (2) to provide in any order granting a section 3(c) application that the applicant will report its export or import activities in sufficient detail to enable DOE to monitor import and export activities.”<sup>17</sup> Accordingly, Gasfin is not submitting a detailed public interest analysis in support of this application, but nonetheless notes that it is evident from the current supply/demand balance of natural gas in the United States that

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<sup>16</sup> See 15 U.S.C. §717b. See also *Jordan Cove Energy Project, L.P.*, DOE/FE Order No. 3041 (Dec. 7, 2011); *Carib Energy (USA) LLC*, DOE/FE Order No. 2993 (July 27, 2011); *Waller LNG Services, LLC d/b/a Waller Point LNG*, DOE/FE Order No. 3211 (Dec. 20, 2012).

<sup>17</sup> *Jordan Cove Energy Project, L.P.*, DOE/FE Order No. 3041 at pp. 8-9 (Dec. 7, 2011).

its request for authorization to export domestic natural gas production from the Project is not inconsistent with the public interest.

**IV.**  
**APPLICANT CONTACT INFORMATION**

All correspondence and communications concerning this application, including all service of pleadings and notices, should be directed to the following persons:<sup>18</sup>

Roland Fisher  
Chief Executive Officer  
Gasfin Development S.A.  
65 Rue des Romains  
L-8041 Strassen  
Luxembourg  
Telephone: +44 20 3369 9690  
Facsimile: +44 20 3369 9695  
Email: roland.fisher@gasfin.net

Lisa M. Tonery  
Tania S. Perez  
Fulbright & Jaworski L.L.P.  
666 Fifth Avenue  
New York, NY 10103  
Telephone: (212) 318-3009  
Facsimile: (212) 318-3400  
Email: ltonery@fulbright.com  
Email: tperez@fulbright.com

Allan Ngwata  
Chief Investment Officer  
Gasfin Development S.A.  
65 Rue des Romains  
L-8041 Strassen  
Luxembourg  
Telephone: +44 20 3432 8512  
Facsimile: +44 20 3369 9695  
Email: allan.ngwata@gasfin.net

Pursuant to Section 590.103(a) of the DOE regulations, 10 C.F.R. §590.103(a), Gasfin hereby certifies that the persons listed above and the undersigned are the duly authorized representatives of Gasfin.

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<sup>18</sup> Gasfin requests waiver of Section 590.202(a) of DOE's regulations, 10 C.F.R. § 590.202(a), to the extent necessary to include outside counsel on the official service list in this proceeding.



**V.**

**REPORT CONTACT (MONTHLY REPORTS) INFORMATION**

The report contact is as follows:

Allan Ngwata  
Chief Investment Officer  
Gasfin Development S.A.  
65 Rue des Romains  
L-8041 Strassen  
Luxembourg  
Telephone: +44 20 3432 8512  
Facsimile: +44 20 3369 9695  
Email: allan.ngwata@gasfin.net

**VI.**

**MISCELLANEOUS**

Gasfin requests secondary distribution of the order by email. DOE/FE should communicate with Gasfin by email, telephone, fax and through its counsel, Fulbright & Jaworski L.L.P., as listed in Section IV above.

The \$50.00 application fee is submitted herewith along with a signed Opinion of Counsel that is included as Appendix C.

**VII.**

**APPENDICES**

The following appendices are included with this application:

Appendix A Project Location Information

Appendix B Option Agreement

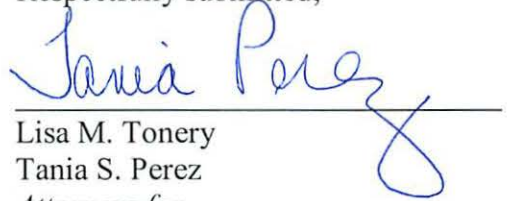
Appendix C Opinion of Counsel

Appendix D Verification

**VIII.**  
**CONCLUSION**

For the foregoing reasons, Gasfin respectfully requests that DOE/FE grant it long-term, multi-contract authorization to export up to 74 Bcf/y of natural gas in the form of LNG, which is the equivalent of approximately 1.5 mtpa, for a 25-year term commencing the date of first export, with such first export to occur no later than seven (7) years following issuance of the authorization requested herein, on an expedited basis in accordance with the standard established by the NGA, as amended by the Energy Policy Act of 1992. Gasfin is requesting this authorization in order to act on its own behalf and in order to act on behalf of or as agent for third parties.

Respectfully submitted,



Lisa M. Tonery  
Tania S. Perez  
*Attorneys for*  
*Gasfin Development USA, LLC*

Fulbright & Jaworski L.L.P.  
666 Fifth Avenue  
New York, NY 10103  
(212) 318-3000

Dated: January 11, 2013

## Appendix A



**Gasfin Development USA  
LNG Project**

Gulf of Mexico

## Appendix B

STATE OF LOUISIANA

PARISH OF CAMERON

OPTION AGREEMENT

This Option Agreement is dated as of December 20, 2012 (the "Effective Date"), and is entered into by and among Gasfln Development USA, LLC, a Delaware limited liability company, ("Option Holder"), [REDACTED]

1. **Option.** Owner hereby grants unto Option Holder the option (the "Option") to enter into the Lease Agreement (defined below) of approximately 35 acres of property, more or less, located in Cameron Parish, Louisiana:

*See Exhibit A Attached*

(The "Property"), for a period of [REDACTED] for [REDACTED] ("Initial Option Period") At the end of this [REDACTED] option period, Option Holder can extend this option for two (2) additional [REDACTED] periods in consideration of the payment of [REDACTED] for each additional [REDACTED] period, (the "Second Option Period" and "Third Option Period" respectively), as set forth below.

The term "Lease Agreement" means a lease contract affecting only the surface use of the property identified herein, and does not include any oil, gas or mineral rights, all of which are specifically reserved by Owner. Should the Option be exercised, the property shall be leased "AS IS, WHERE IS," with Owner making no representation as to suitability for intended use, except as stated herein.

2. **Option Price.** Option Holder shall pay to Owner [REDACTED] (the "Initial Option Payment") as consideration for the Option, within seven (7) calendar days after full execution of this Option Agreement.

If Option Holder wishes to exercise the Second Option Period, Option Holder shall pay to Owner [REDACTED] (The "Second Option Payment") as consideration for the Second Option Period at least seven (7) days before the termination of the [REDACTED] Initial Option Period.

If Option Holder wishes to exercise the Third Option Period, Option Holder shall pay to Owner [REDACTED] (The "Third Option Payment") as consideration for the Third Option Period at least seven (7) days before the termination of the [REDACTED] Second Option Period.

3. **Option Periods.** The Initial Option Period shall commence on the Effective Date and shall remain in effect for [REDACTED]. The Initial Option Period may be extended at the option of Option Holder for two (2) additional [REDACTED] period upon written notice and payment of the sum of [REDACTED] to Owner for each subsequent [REDACTED] period. This notice and payment must be received by Owner no later than seven (7) days prior to the expiration of the Option period in force.

4. **Exercise of Option.** Option Holder may exercise the Option at any time prior to the termination or expiration of the Initial Option Period, or its extension, upon written notice to Owner. Notices shall be sent to the addresses set forth below:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. **Limited Right of Entry and Access.** During the Initial Option Period, the Second Option Period and the Third Option Period including any extensions thereof, Option Holder, its representatives, agents and independent contractors (collectively "Contractors"), shall have the right to enter the Property for the purpose of conducting inspections and tests to determine the suitability of the Property for Option Holder's intended use. However, it is understood that (a) Option Holder or its Contractors shall notify Owner at least 1 day (meaning 24 hours) before entering the Property, (b) Option Holder and its Contractors shall not unreasonably interfere with Owner's activities on the Property, (c) Option Holder shall repair any and all damages to the Property caused by any Option Holder's or its Contractors' entry onto the Property, or from any testing or activity on the Property, (d) Option Holder shall provide a copy of any reports it obtains pertaining to the inspections and tests it conducts, and (e) Option Holder and any of its contractors, personnel, or associates shall carry liability insurance, and hold Owner harmless and free from liability. Option Holder shall indemnify and hold Owner harmless from and against any and all liens, claims, causes of action, and expenses (including reasonable attorney's fees) arising out of its inspections, tests, surveys, or any other activities on the subject property.
  
6. **The Option Holder's Use of Property.** During the Option period, including any extensions thereof, and until the Closing if the Option is exercised, Owner agrees not to (a) construct or permit any other party to construct any buildings, improvements or other structures upon the Property, or (b) take or permit any other party to take any action that would prevent Option Holder from utilizing the Property without the prior written consent of Option Holder. If Option Holder consents to any use of the Property by a third party, then Option Holder, Owner and the third party shall execute a joint use agreement, setting forth the obligations of all parties and in form and substance satisfactory to both Option Holder and Owner.
  
7. **Representations, Warranties and Covenants.**  
*Owner, to the best of its knowledge, represents, warrants and covenants to Option Holder, both as of the Effective Date, and as of the Closing, as follows:*
  - 7.1 Owner owns the Property in fee and has full authority to option and lease the Property;
  
  - 7.2 Title to the Property is free, clear, unrestricted and unencumbered, except for those servitudes, rights of way, and/or other easements filed of record and all other mortgages, leases or other encumbrances filed of record, the existence of which shall not be considered a defect in the property to be leased. Owner knows of no unrecorded servitudes, rights of way or other encumbrances, other than those matters listed on Schedule 7.2 (the "Permitted Encumbrances"), and as of the Closing, the Property will be free, clear, unrestricted and unencumbered except for those matters recorded in the public records, and the Permitted Encumbrances;
  
  - 7.3 Owner will not convey any interest in or grant any Encumbrances in the Property during the Option Period (or any extension thereof) without Option Holder's prior written consent, which shall not be unreasonably withheld, conditioned or delayed;

7.4 To the best of their knowledge there are no pending, threatened or contemplated actions, suits, arbitrations, claims or proceedings, at law or in equity, affecting all or any portion of the Property The Property is not operating under or subject to any order, writ, injunction, decree, or judgment of any arbitrator or judicial authority. Owner is not in default with respect to any order, writ, injunction, decree or judgment of any arbitrator or authority pertaining to the Property;

7.5 There is no actual or threatened full or partial condemnation of the Property; and

7.6 Owner is not aware of any sub ground pipelines, cables or utilities, other than water and sewer lines.

*Option Holder represents, warrants and covenants to Owner, both as of the Effective Date, and as of the Closing, as follows:*

7.7 Option Holder is authorized by Option Holder's Articles of Incorporation, Articles of Organization, Operating Agreement and/or other valid action of its board, members or manager to enter into this Option Agreement with Owner;

7.8 Option Holder is now or will be qualified to do business in the State of Louisiana as of the date of the Closing of the Lease Agreement; and

7.9 Option Holder has liability insurance that covers any and all claims for property damage and/or personal injury that may arise during inspection of the subject property, use of the subject property and/or occupation of the subject property.

8. **Confidentiality.** The Parties agree to keep the terms and provisions of this Option Agreement confidential and will not disclose the same to any third party except as is reasonably required to implement the provisions hereof, and disclosure shall only be made to any third party upon the condition that said third party shall similarly agree to hold the terms confidential.

9. **Lease Agreement.** The Lease Agreement that will be used by the parties shall be the form of Agreement prepared by Owner. Other specific lease terms will be subject to negotiation, but the Parties hereto agree that the general terms and provisions will provide as follows:

(a) The initial lease term will be [REDACTED]. Rental for this entire [REDACTED] term will be fully earned upon execution of the Lease, but payable in annual installments. The rental will be no less than [REDACTED]

(b) An option to extend the Lease by up to [REDACTED]

(c) [REDACTED]

(d) Option Holder will determine the feasibility of use of the property during the option period, including the determination of availability of electricity, telecommunications, water, sewer and also suitability of the property for Option Holder's intended use.

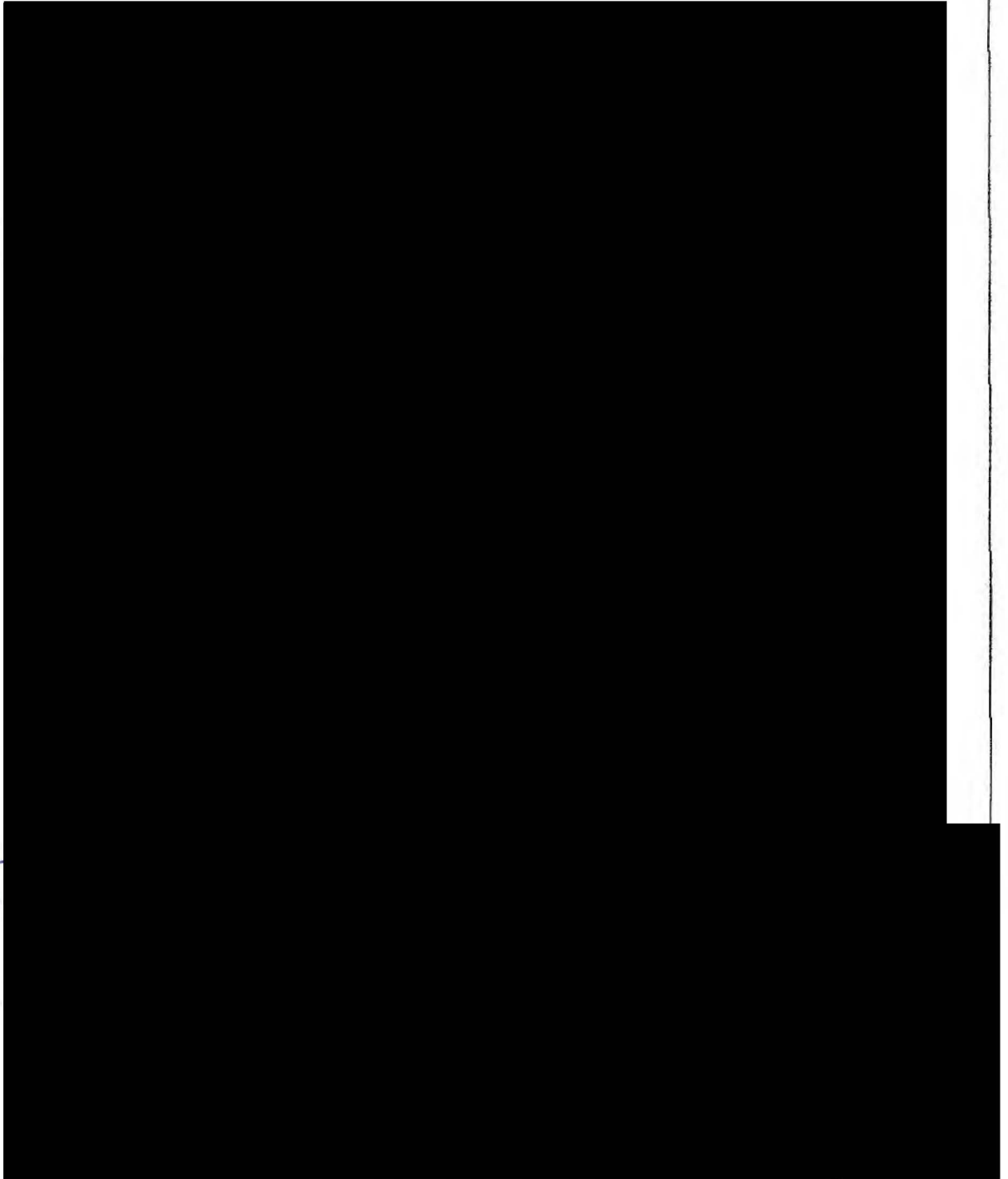
(e) [REDACTED]



10. Miscellaneous.

10.1 This option is not assignable or transferrable without written consent of Owner. In the case of transfers to related parties such written consent is not to be unreasonably withheld or delayed.

10.2 This Agreement shall be construed in accordance with the laws of the State of Louisiana.



*[Faint, illegible text or stamp]*

**EXHIBIT "A"**  
**Description of the Property**

COMMENCING AT THE NORTHEAST CORNER OF IRREGULAR SECTION 35, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA, SAID POINT BEING MARKED BY A FOUND ONE AND A HALF INCH DIAMETER IRON PIPE; THENCE S.00°36'56"W., A DISTANCE OF 4,956.53 FEET TO A POINT ALONG THE EAST LINE OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 10 WEST; THENCE N.89°27'01"W., A DISTANCE OF 1,332.30 FEET TO A POINT BEING MARKED BY A SET HALF INCH DIAMETER IRON PIPE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S.36°33'49"W., A DISTANCE OF 1,330.00 FEET TO A POINT BEING MARKED BY A SET HALF INCH DIAMETER IRON PIPE; THENCE N.53°26'11"W., A DISTANCE OF 638.92 FEET TO A POINT BEING MARKED BY A SET HALF INCH DIAMETER IRON PIPE; THENCE N.53°26'11"W., A DISTANCE OF 159.03 FEET TO A POINT ALONG THE LEFT DESCENDING BANKLINE OF THE CALCASIEU RIVER SHIP CHANNEL LOOP PASS, SAID POINT BEING MARKED BY A SET HALF INCH DIAMETER IRON PIPE OFFSET 25.09 FEET S53°26'11"E OF TRUE POSITION; THENCE N.19°39'07"E., A DISTANCE OF 35.17 FEET ALONG SAID BANKLINE; THENCE N.03°31'20"E., A DISTANCE OF 33.95 FEET ALONG SAID BANKLINE; THENCE N.14°30'31"E., A DISTANCE OF 59.69 FEET ALONG SAID BANKLINE; THENCE N.37°09'01"E., A DISTANCE OF 60.49 FEET ALONG SAID BANKLINE; THENCE N.27°45'02"E., A DISTANCE OF 26.54 FEET ALONG SAID BANKLINE; THENCE N.19°33'45"E., A DISTANCE OF 32.27 FEET ALONG SAID BANKLINE; THENCE N.23°20'53"E., A DISTANCE OF 33.02 FEET ALONG SAID BANKLINE; THENCE N.05°31'21"W., A DISTANCE OF 59.82 FEET ALONG SAID BANKLINE; THENCE N.07°24'57"E., A DISTANCE OF 29.90 FEET ALONG SAID BANKLINE; THENCE N.04°31'23"E., A DISTANCE OF 62.43 FEET ALONG SAID BANKLINE; THENCE N.22°24'55"E., A DISTANCE OF 50.61 FEET ALONG SAID BANKLINE; THENCE N.15°37'41"W., A DISTANCE OF 46.39 FEET ALONG SAID BANKLINE; THENCE N.18°45'01"W., A DISTANCE OF 50.49 FEET ALONG SAID BANKLINE; THENCE N.18°36'03"W., A DISTANCE OF 77.01 FEET ALONG SAID BANKLINE; THENCE N.33°05'15"W., A DISTANCE OF 48.71 FEET ALONG SAID BANKLINE; THENCE N.09°26'51"W., A DISTANCE OF 53.17 FEET ALONG SAID BANKLINE; THENCE N.05°51'58"W., A DISTANCE OF 37.09 FEET ALONG SAID BANKLINE; THENCE N.04°24'21"E., A DISTANCE OF 55.79 FEET ALONG SAID BANKLINE; THENCE N.17°56'59"E., A DISTANCE OF 58.19 FEET ALONG SAID BANKLINE; THENCE N.34°19'01"E., A DISTANCE OF 42.81 FEET ALONG SAID BANKLINE; THENCE N.53°52'01"E., A DISTANCE OF 54.21 FEET ALONG SAID BANKLINE; THENCE N.75°37'55"E., A DISTANCE OF 49.28 FEET ALONG SAID BANKLINE; THENCE N.59°52'46"E., A DISTANCE OF 47.77 FEET ALONG SAID BANKLINE; THENCE N.49°40'46"E., A DISTANCE OF 56.81 FEET ALONG SAID BANKLINE; THENCE N.60°22'28"E., A DISTANCE OF 47.85 FEET ALONG SAID BANKLINE; THENCE N.66°24'39"E., A DISTANCE OF 63.58 FEET ALONG SAID BANKLINE; THENCE N.63°35'05"E., A DISTANCE OF 55.45 FEET ALONG SAID BANKLINE; THENCE N.56°23'25"E., A DISTANCE OF 54.52 FEET ALONG SAID BANKLINE; THENCE N.49°24'41"E., A DISTANCE OF 63.32 FEET ALONG SAID BANKLINE; THENCE N.46°03'46"E., A DISTANCE OF 71.40 FEET ALONG SAID BANKLINE; THENCE N.42°58'19"E., A DISTANCE OF 42.05 FEET ALONG SAID BANKLINE TO A POINT BEING MARKED BY A SET HALF INCH DIAMETER IRON PIPE OFFSET 25.02 FEET S53°26'11"E OF TRUE POSITION; THENCE S.53°26'11"E., A DISTANCE OF 558.94 FEET TO A SET HALF INCH DIAMETER IRON PIPE; THENCE S.53°26'11"E., A DISTANCE OF 506.93 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL, CONTAINING 1,415,738.55 SQUARE FEET OR 32.5009 ACRES, MORE OR LESS, IS SITUATED IN SECTIONS 36 & 37, TOWNSHIP 15 SOUTH, RANGE 10 WEST, CAMERON PARISH, LOUISIANA AND IS MADE REFERENCE TO AS PARCEL "A" ON THE HERE TO ATTACHED PLAT.

**SCHEDULE 7.2**

**None Known As Of Date Of Execution Of This Document.**

**EXHIBIT "B"**

See plot attached.

## Appendix C

January 11, 2013

Office of Fuel Programs  
Fossil Energy, U.S. Department of Energy  
Docket Room 3F-056, FE50  
Forrestal Building  
1000 Independence Avenue, S.W.  
Washington, D.C. 10585

**Re: In the Matter of Gasfin Development USA, LLC**  
**FE Docket No. 13-\_\_-LNG**  
**Application For Long-Term Authorization to Export LNG to Free Trade**  
**Agreement Nations - Opinion of Counsel**

Dear Sir or Madam:

We serve as special counsel to Gasfin Development USA, LLC (“Gasfin”), a Delaware limited liability company, in connection with Gasfin’s application for long-term authorization to export liquefied natural gas (“LNG”) to any nation that currently has or develops the capacity to import LNG and with which the United States currently has, or in the future enters into, a Free Trade Agreement requiring the national treatment for trade in natural gas and LNG. This opinion of counsel is provided to you in accordance with the requirements of Section 590.202(c) of the Department of Energy’s regulations, 10 C.F.R. § 590.202(c) (2013).

We have examined Gasfin’s Limited Liability Company Agreement and other authorities as necessary, and have concluded that the proposed exportation of LNG is within Gasfin’s limited liability company powers.

The law covered by the opinion expressed herein is limited to the Limited Liability Company Act of the State of Delaware. This opinion of legal counsel is to be interpreted in accordance with customary practice as to the matters addressed, the meaning of the language used and the scope and nature of the work we have performed.

January 11, 2013

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This opinion may be relied upon only by you in connection with the above-referenced application, may not be relied upon by you for any other purpose or by anyone else for any purpose without our prior written consent. This opinion is given as of the date hereof, and we assume no obligation to update this opinion to reflect any facts or circumstances which may hereafter come to our attention or any changes in any laws or regulations which may hereafter occur.

Very truly yours,

*Fulbright & Jaworski, L.L.P.*

Fulbright & Jaworski L.L.P.

## Appendix D




UNITED STATES OF AMERICA DEPARTMENT OF ENERGY

OFFICE OF FOSSIL ENERGY

VERIFICATION

BEFORE ME, the undersigned authority, on this day personally appeared Allan Ngwata, who, having been by me first duly sworn, on oath says that he is Chief Investment Officer for Gasfin Development S.A. and is duly authorized under the laws of the United States to make this Verification; that he has read the foregoing instrument and that the facts therein stated are true and correct to the best of his knowledge, information and belief.

  
Allan Ngwata

SWORN TO AND SUBSCRIBED before me on the 11th day of January, 2013.

Name: C. J. Nichols

Title: Notary Public

My Commission expires:

On my death

CHRISTOPHER DEARMER NICHOLS  
Solicitor and Notary Public  
WINCHESTER, HANTS, ENGLAND

