

June 19, 2015

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Room 1A
Washington, DC 20426

Re: **Gulf LNG Liquefaction Company, LLC,
Gulf LNG Energy, LLC and
Gulf LNG Pipeline, LLC
Application for Authorization Under Section 3 of the
NGA and Notice of Miscellaneous Rearrangement
Under Blanket Authorization of the NGA**

Dear Ms. Bose:

Pursuant to Sections 3(a) of the Natural Gas Act (“NGA”), as amended,¹ and Part 153² of the Federal Energy Regulatory Commission’s (“Commission”) regulations, Gulf LNG Liquefaction Company, LLC (“GLLC”) and Gulf LNG Energy, LLC (“GLE”) herein file the attached Application requesting authority to construct and operate new natural gas liquefaction and export facilities at GLE’s existing liquefied natural gas (“LNG”) terminal located in Jackson County, Mississippi near Pascagoula, Mississippi (“Terminal”). Additionally, pursuant to Section 7(c) of the NGA³ and Part 157⁴ of the Commission’s regulations, Gulf LNG Pipeline, LLC (“GLP”) herein notifies the Commission that minor modifications will be made to the existing pipeline facilities that interconnect with the Terminal pursuant to its blanket authorization. GLLC, GLE and GLP are together referred to as the “**the Applicants**”

On December 5, 2012, and as supplemented on May 9, 2014, the Applicants filed a request with the Commission to initiate the NEPA pre-filing process for the Gulf LNG Liquefaction Project in Docket No. PF13-4-000. On May 21, 2014, the Director of the Commission’s Office of Energy Projects approved the Pre-Filing Request. On July 31, 2014, the Commission issued its Notice of Intent to Prepare an Environmental Impact Statement (“**NOI**”). During the course of its pre-filing process, the Applicants notified landowners and potential stakeholders about the Project, held an

¹ 15 U.S.C. § 717b(a) (2006).

² 18 C.F.R. Part 153 (2014).

³ 15 U.S.C. § 717f(b) (2006).

⁴ 18 C.F.R. Part 157 (2014).

open house and meetings to engage with stakeholders, participated in a FERC Scoping Meeting, held multiple interagency meetings and filed monthly status reports as required by the NEPA pre-filing process. Additionally, the Applicants have participated in bi-weekly conference calls with Commission staff and the Commission's third-party environmental contractor, as well as other state and federal resource agencies concerning the Gulf LNG Liquefaction Project. During the NEPA pre-filing process, the Applicants have filed multiple drafts of the resource reports that are included with this application in Exhibit F for review and comment by Commission staff. Therefore, the resource reports associated with the Gulf LNG Liquefaction Project address and incorporate the comments and suggested changes by Commission staff and other resource agencies. As a result of the NEPA pre-filing process, the Applicants have been able to refine and improve their proposal and Application and address stakeholder concerns.

In accordance with 18 C.F.R. §§ 388.112(b) and 388.113 of the Commission's regulations, and the Commission's Order No. 769, Applicants herein claim that certain portions of this Application contain (1) Critical Energy Infrastructure Information ("CEII"), and/or (2) commercially-sensitive, business confidential and proprietary information ("Privileged"). Therefore, as applicable, the appropriate information is marked as "Contains CEII Information - Do Not Release" and/or "Contains Privileged Information - Do Not Release." This Application consists of the following:

Application and Exhibits	Public
Resource Reports 1 – 12	
Volume 1	Public
Volume 2	Privileged
Volume 3	CEII
Resource Report 13	
Volume 1	Public
Volume 2	Privileged
Volume 3	CEII
Volume 4	CEII and Privileged

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If you have any questions regarding this Application, please contact Tina S. Hardy at 205-325-3668 or tina_hardy@kindermorgan.com or me.

Respectfully submitted,

GULF LNG LIQUEFACTION COMPANY, LLC
GULF LNG ENERGY, LLC
GULF LNG PIPELINE, LLC

/s/ Glenn A. Sheffield

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**BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION**

Gulf LNG Liquefaction Company, LLC)	
Gulf LNG Energy, LLC)	Docket No. CP15-____-000
Gulf LNG Pipeline, LLC)	
)	

**APPLICATION OF
GULF LNG LIQUEFACTION COMPANY, LLC AND GULF LNG ENERGY, LLC
FOR AUTHORIZATION UNDER SECTION 3 OF THE NATURAL GAS ACT**

AND

**NOTICE OF MISCELLANEOUS REARRANGEMENT OF GULF LNG PIPELINE, LLC
UNDER BLANKET AUTHORIZATION OF THE NATURAL GAS ACT**

Pursuant to Sections 3(a) of the Natural Gas Act (“NGA”)¹, as amended, and Part 153² of the Federal Energy Regulatory Commission’s (“**Commission**”) regulations, Gulf LNG Liquefaction Company, LLC (“**GLLC**”) and Gulf LNG Energy, LLC (“**GLE**”) herein request authority to construct and operate new natural gas liquefaction and export facilities at GLE’s existing liquefied natural gas (“**LNG**”) terminal located in Jackson County, Mississippi near Pascagoula, Mississippi (“**Terminal**”). Additionally, pursuant to Section 7(c) of the NGA³ and Part 157⁴ of the Commission’s regulations, Gulf LNG Pipeline, LLC (“**GLP**”) herein notifies the Commission that minor modifications will be made to the existing pipeline facilities that interconnect with the Terminal pursuant to GLP’s blanket authorization. GLLC, GLE and GLP are together referred to as the “**the Applicants.**” The Applicants herein refer to this project as the “**Gulf LNG Liquefaction Project,**” or simply the “**Project.**” The Applicants respectfully request that the Commission grant authorization of their requests specified herein no later than June 17, 2016.

¹ 15 U.S.C. § 717b(a) (2006).

² 18 C.F.R. Part 153 (2014).

³ 15 U.S.C. § 717f(b) (2006).

⁴ 18 C.F.R. Part 157 (2014).

In accordance with Sections 388.112(b) and 388.113 of the Commission’s regulations,⁵ and the Commission’s Order No. 769,⁶ the Applicants herein claim that certain portions of this Application contain (i) Critical Energy Infrastructure Information (“**CEII**”), and (ii) commercially-sensitive, business confidential and proprietary information (“**Privileged**”). Therefore, as applicable, the appropriate information is marked as “Contains CEII Information - Do Not Release” or “Contains Privileged Information - Do Not Release.”

I.

**INFORMATION REGARDING THE
APPLICANTS**

The exact legal name of GLLC is Gulf LNG Liquefaction Company, LLC. GLLC is a Delaware limited liability company and is a wholly-owned subsidiary of Gulf LNG Holdings, LLC. The exact legal name of GLE is Gulf LNG Energy, LLC. GLE is a Delaware limited liability company. The exact legal name of GLP is Gulf LNG Pipeline, LLC. GLP is a wholly-owned subsidiary of GLE. The operator of GLE, GLLC and GLP is Southern Gulf LNG Company, LLC, a wholly-owned subsidiary of Kinder Morgan, Inc. The principal place of business for these companies is 569 Brookwood Village, Suite 749, Birmingham, Alabama 35209. More detailed business organization information for GLLC, GLE and GLP may be found in Exhibit A provided herein.

The names, titles, and mailing addresses of the persons to whom communications concerning this Application are to be addressed and upon whom service is to be made are as follows:⁷

⁵ 18 C.F.R. Parts 388.112(b), 388.113.

⁶ *Filing of Privileged Materials*. Order No. 769, 141 FERC ¶61,059 (2012).

⁷ GLLC, GLE and GLP respectfully request that the Commission waive Rule 203(b)(3), 18 C.F.R. Part 385.203(b)(3), in order to allow GLLC, GLE and GLP to include each of the designated representatives on the official service list in this proceeding.

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II.

BACKGROUND

In an order dated February 16, 2007 (“**February 2007 Order**”), the Commission authorized GLE to site, construct and operate the Terminal in Docket No. CP06-12.⁸ The Terminal consists of a single marine berthing facility, two full containment LNG storage tanks, re-gasification facilities and a storm surge protection wall that surrounds the facilities. The marine berthing facility is designed to handle vessels with capacities of up to 250,000 cubic meters (“**m³**”) and is currently permitted to receive up to 170,000 m³ LNG vessels, which can be unloaded at a total unloading rate of 12,000 m³ per hour. The LNG storage tanks each have a capacity of 160,000 m³ and each is outfitted with three (3) in-tank pumps that can pump LNG out of the tanks for regasification at a total rate of approximately 6,000 m³ per hour. The re-gasification facilities include eight (8) high-pressure cryogenic pumps and ten (10) submerged combustion vaporizers. The Terminal’s current storage capacity is 6.6 Bcf, with 1.5 billion cubic feet per day (“**Bcf/d**”) of peak vaporization and sendout capacity.

⁸ *GLE and GLP*, 118 FERC ¶61,128 (2007).

As part of the February 2007 Order, the Commission authorized GLP to construct, own, and operate an approximately five (5) mile-long pipeline from the Terminal to interconnections with two interstate pipelines (Gulfstream Natural Gas System, L.L.C. and Destin Pipeline Company, L.L.C.) and the BP Gas Processing Facility (“**GLP Pipeline**”). In addition, GLP received a blanket certificate in Docket No. CP06-14 to perform certain routine construction activities and operations. GLP also received a waiver of the open-access requirements of Part 284 of the Commission’s regulations in order to permit the proposed pipeline to be operated on a proprietary basis. The Terminal and the GLP Pipeline were placed in service on October 1, 2011.

Additionally, in Docket Nos. CP09-455 and CP09-456, the Commission authorized Florida Gas Transmission Company, LLC (“**Florida Gas**”) and Transcontinental Gas Pipe Line Company (“**Transco**”) to construct and operate the Pascagoula Lateral, a jointly-owned 26-inch pipeline approximately sixteen (16) miles in length extending from an interconnection with the GLP Pipeline to interconnections with Transco’s Mobile Bay Lateral and with Florida Gas’ Mobile Bay Lateral Extension. The Pascagoula Lateral was placed in service on September 30, 2011.

As requested herein, GLLC and GLE are now proposing to add liquefaction capabilities to receive and liquefy domestic natural gas at the Terminal for export to foreign markets.⁹ The new facilities will be integrated with the existing Terminal facilities to allow GLLC to liquefy domestic natural gas delivered by pipeline, store the produced LNG in the Terminal’s existing

⁹ GLLC received authorization to export LNG by vessel from the Terminal to Free Trade Agreement Nations in DOE/FE Order No. 3104 on June 15, 2012. On August 31, 2012, GLLC filed with the Department of Energy Office of Fossil Energy (“DOE/FE”) an Application for Long-Term Authorization, Multi-Contract Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Nations in FE Docket No. 12-101-LNG, which is pending.

LNG storage tanks and load the stored LNG into LNG carriers (“LNGCs”) via the Terminal’s existing marine berthing facility for export.

On December 5, 2012, and as supplemented on May 9, 2014, the Applicants filed a request with the Commission to initiate the NEPA pre-filing process for the Gulf LNG Liquefaction Project in Docket No. PF13-4-000. On May 21, 2014, the Director of the Commission’s Office of Energy Projects approved the Pre-Filing Request. On July 31, 2014, the Commission issued its Notice of Intent to Prepare an Environmental Impact Statement (“NOI”). During the course of its pre-filing process, the Applicants notified landowners and potential stakeholders about the Project, held an open house and meetings to engage with stakeholders, participated in a FERC Scoping Meeting, held multiple interagency meetings and filed monthly status reports as required by the NEPA pre-filing process. Additionally, the Applicants have participated in bi-weekly conference calls with Commission staff and the Commission’s third-party environmental contractor, as well as other state and federal resource agencies concerning the Gulf LNG Liquefaction Project. During the NEPA pre-filing process, the Applicants have filed multiple drafts of the resource reports that are included with this application in Exhibit F, for review and comment by Commission staff. Therefore, the resource reports associated with the Gulf LNG Liquefaction Project address and incorporate the comments and suggested changes by Commission staff and other resource agencies. As a result of the NEPA pre-filing process, the Applicants have been able to refine and improve their proposal and Application and address stakeholder concerns.

III.

EXECUTIVE SUMMARY

This Application demonstrates that the public interest supports the authorization of the construction and operation of the Gulf LNG Liquefaction Project. The Gulf LNG Liquefaction Project is a market-driven response to the availability of abundant and increasing domestic natural gas supplies, coupled with a worldwide demand for economical LNG supply as a clean and efficient fuel source. By locating the Project facilities at the Terminal alongside the Terminal's existing LNG facilities, the Applicants are efficiently utilizing existing facilities and obviating the potential need to construct a new LNG terminal and associated facilities to provide LNG export capacity to the market. The Gulf LNG Liquefaction Project will help serve a new and growing market demand for LNG exports, enhance the flexibility of GLE's existing Terminal, help facilitate development of abundant natural gas resources in the United States ("U.S.") and related jobs, reduce the U.S. Trade Deficit, and improve the dependability of U.S. international trade. In addition, after the construction of the Gulf LNG Liquefaction Project, the Terminal will be bi-directional and have the capability to both import and export LNG supplies.

The Applicants propose to construct and operate a natural gas liquefaction facility comprised of two LNG trains in two phases. On average, each train is expected to have a base LNG production capacity of approximately five (5) million tonnes per annum ("MTPA") or approximately 0.75 Bcf/d, as measured when loading onto LNGCs. GLLC expects that, once in operation, the liquefaction capacity could exceed the total base level of 10 MTPA by more than ten (10) percent. A review of the production capability for the global liquefaction plants supports the expectation of an increase over the original design. In addition, weather conditions and changes in gas specifications could influence the design parameters and allow production

of LNG to exceed the base capacity. When actual temperature is lower than design temperature the power turbine drivers will be able to produce more power than the design level and there will be increased heat transfer through the air cooled refrigeration condensers. This additional power availability to the refrigeration compressors and heat transfer to the refrigeration system may result in an increase in liquefaction capacity. Accordingly, the 11.5 MTPA set forth in the U.S. Department of Energy (“DOE”) application is supported by the design specifications of the Project as requested herein because it takes into account the peak capacity of the Project. In addition, the Applicants propose modifications to the existing Terminal and the existing GLP Pipeline to allow for exports. The Terminal will retain its current capability to receive, store, regasify, and deliver natural gas into the interstate pipeline system, as originally constructed, thereby making the Terminal bi-directional in terms of LNG imports and exports. The Gulf LNG Liquefaction Project does not include the addition of any new LNG storage tanks and is not expected to result in an increase in the frequency of the previously-authorized levels of LNGCs.

The Applicants propose to develop the Gulf LNG Liquefaction Project to address the improved domestic natural gas production outlook which has been propelled by the rapid growth in natural gas supplies in the U.S. Commission authorization of the Gulf LNG Liquefaction Project would produce substantial public benefits as set forth herein.

IV.

DESCRIPTION OF PROPOSED FACILITIES

A. Proposed Gulf LNG Liquefaction Project Facilities

The Terminal is located south of the City of Pascagoula in Jackson County, Mississippi adjacent to the federally maintained Bayou Casotte Navigation Channel on the Mississippi

Sound. The facilities to be constructed as part of the Gulf LNG Liquefaction Project will be constructed on the existing Terminal site and on land adjacent to the existing Terminal which will be acquired through a lease agreement with the Port of Pascagoula. The Project will be located within areas previously evaluated and assessed in conjunction with the Commission's earlier reviews and approvals of the Terminal in Docket No. CP06-12. A map of the general location of the Project facilities is provided in Resource Report 1 filed herein in Exhibit F.

As part of the Gulf LNG Liquefaction Project, the Applicants propose to install two natural gas liquefaction trains, pretreatment facilities, ancillary and support facilities and an extension of the storm surge protection system. GLLC also proposes to add two marine offloading facilities (“MOFs”) for the delivery of equipment and materials during construction. The North MOF will be a permanent structure but the South MOF will be used only during construction. The new Project facilities at the Terminal site will permit natural gas to be received by the existing GLP Pipeline from existing interconnections with upstream interstate pipelines, treated, and liquefied for exporting. Following liquefaction, the LNG will be sent to the Terminal's existing storage tanks or it will be loaded directly onto LNGCs at the existing marine berthing facilities for exporting.

The Gulf LNG Liquefaction Project, when completed, will provide GLLC with the capability to liquefy approximately 10 MTPA of LNG, as measured when loading onto LNGCs. GLLC expects that, once in operation, the liquefaction capacity could exceed the total base level of 10 MTPA by more than 10 percent. A review of the production capability for the global liquefaction plants supports the expectation of an increase over the original design. In addition, weather conditions and changes in gas specifications could influence the design parameters and

allow production of LNG to exceed the base capacity. When actual temperature is lower than design temperature the power turbine drivers will be able to produce more power than the design level and there will be increased heat transfer through the air cooled refrigeration condensers. This additional power availability to the refrigeration compressors and heat transfer to the refrigeration system may result in an increase in liquefaction capacity. Accordingly, the 11.5 MTPA set forth in the U.S. Department of Energy (“DOE”) application is supported by the design specifications of the Project as requested herein because it takes into account the peak capacity of the Project. A more detailed discussion of the facilities associated with the Gulf LNG Liquefaction Project can be found in the resource reports provided herein as Exhibit F.

On April 14, 2015, GLE and GLLC consulted with the U.S. Coast Guard (“USCG”) regarding the possibility of increasing the size of LNGCs that may utilize the existing marine berthing facilities for export from 170,000 m³ to 208,000 m³ in capacity while not exceeding 1,000 feet in length (“**Upper Conventional LNG Class Ships**”). As shown in the documentation provided in Exhibit F (Appendix 1.A of Resource Report 1), GLE and GLLC initiated consultations with the United States Coast Guard (“USCG”) on December 11, 2012. On January 17, 2013, the USCG issued a letter confirming that a new Letter of Recommendation or revision to the current Waterway Suitability Assessment (“**WSA**”) was not required since “the proposed liquefaction project would not increase the size or frequency of LNG vessel traffic at the Gulf LNG facility.” As part of a subsequent request to allow Upper Conventional LNG Class Ships, GLLC requested the USCG’s concurrence that a revision to the original WSA issued by the USCG to GLE on April 5, 2011 and the current WSA issued by the USCG to GLE on January 17, 2013 was not necessary. Specifically, GLE requested the

USCG to review a ship simulation study from the Maritime Institute of Technology & Graduate Studies, which concluded that the existing channel and turning basin are sufficient for handling the Upper Conventional LNG Class Ships. On June 17, 2015, the USCG stated that the proposed increase in LNGCs size to Upper Conventional LNG Class Ships would not require submission of a new Letter of Recommendation or revision to the current WSA.

B. Proposed GLE Terminal Facilities

The Gulf LNG Liquefaction Project does not include the addition of any LNG storage tanks at the Terminal and is not expected to result in an increase in frequency of LNGCs from the level previously authorized for the existing Terminal. The Terminal modifications include replacement of the in-tank LNG pumps, minor increases in tank riser piping size, and bypass piping to permit bi-directional LNG flow at the marine loading arms. The new in-tank LNG pumps will be installed in the existing LNG storage tanks in order to achieve the proposed hourly flow rate design of 12,000 m³ for transferring LNG to LNGCs. Minor changes will be made to the existing piping connected to the marine loading arms to permit bi-directional flow. There will be no change in the capacity or operating pressure of the existing marine transfer line and there will be no changes to the existing marine berthing facility. Additionally, the Terminal's existing control room, administration building, and warehouse/maintenance building will each be relocated on the Project site.

C. Proposed Pipeline, Meter and Interconnect Facilities

In order to supply feed gas to the Liquefaction Facilities, GLP Pipeline modifications will be necessary to permit bi-directional flows at the existing pipeline interconnects. Piping modifications will be made to the existing interconnects with

Gulfstream Natural Gas System, L.L.C. (“**Gulfstream**”) and Destin Pipeline Company, L.L.C. (“**Destin**”). In addition, filters will be added to remove trace quantities of solids which could plug upstream equipment at the Gulfstream and Destin meter stations. The existing 36-inch GLP Pipeline will be modified on the pipeline side of the 36-inch battery-limits valve at the Terminal to provide a connection to the inlet of the Project’s pretreatment facilities. The GLP Pipeline modifications will not change the pipeline’s flow capacity. Modifications will be necessary at the existing interconnect with the Pascagoula Lateral, a pipeline jointly-owned by Transco and Florida Gas, to permit bi-directional flow. Such modifications will be made by Transco, as the operator of the jointly-owned pipeline. These three interconnects with four interstate natural gas pipeline systems provide the GLP Pipeline access to the interstate pipeline grid and directly or indirectly to essentially all of the production areas within the continental U.S.

V.

PUBLIC INTEREST

Because the proposed Gulf LNG Liquefaction Project “will be used to export natural gas to foreign countries, the construction and operation of the facilities and site of their location require approval by the Commission under Section 3 of the NGA.”¹⁰ Section 3(a) of the NGA provides that “[t]he Commission shall issue [an] order upon application, unless . . . it finds that the proposed exportation . . . will not be consistent with the public interest.”¹¹ Section 153.7(c) of the Commission’s regulations, which implements Section 3(a) of the NGA, requires a showing that the proposal is not inconsistent with the public interest.

¹⁰ *Sabine Pass Liquefaction, LLC*, 139 FERC ¶ 61,039 at P 22 (2012)

¹¹ 15 U.S.C. § 717b(a).

Approval of the Gulf LNG Liquefaction Project is consistent with the public interest and will allow GLE and GLLC to use existing facilities already approved by the Commission and in use for LNG import services for additional and essential LNG export services. Commission authorization of the Applicants' proposal will allow for the more efficient use of existing facilities to serve a new and growing market demand, enhance the flexibility of GLE's existing Terminal facilities, improve the dependability of international trade and reduce the U.S. foreign trade imbalance.

As part of the public interest statement required in a Section 3 application, Section 153.7(c)(1) of the Commission's regulations requires an applicant to explain how, if applicable, the proposed project:

- (i) Will improve access to supplies of natural gas, serve new market demand, enhance the reliability, security, and/or flexibility of the applicant's pipeline system, improve the dependability of international energy trade, or enhance competition within the United States for natural gas transportation or supply;
- (ii) Will not impair the ability of the applicant to render transportation service in the United States at reasonable rates to its existing customers; and,
- (iii) Will not involve any existing contract(s) between the applicant and a foreign government or person concerning the control of operations or rates for the delivery or receipt of natural gas which may restrict or prevent other United States companies from extending their activities in the same general area, with copies of such contracts.¹²

The Applicants submit that the proposed Gulf LNG Liquefaction Project is not inconsistent with the public interest and complies with the above referenced requirements, to the extent applicable, as discussed below.

¹² 18 C.F.R. § 153.7(c).

As required by Section 153.7 of the Commission's regulations, GLE states that the Terminal will continue to provide LNG import services to its existing customers even after the construction of the Gulf LNG Liquefaction Project and that approval of the Project will allow GLE and GLLC greater flexibility in operating the existing Terminal and the new Project for both the import and export of LNG. Furthermore, approval of the Applicants' proposal will not impair the ability of GLE to render service to its existing customers.

As required by Section 153.7(c)(1)(iii) of the Commission's regulations, the Applicants state that their proposal will not involve any existing contract that will restrict or prevent other U.S. companies from extending their activities in the same general area of the Gulf LNG Liquefaction Project. Therefore, as described in more detail herein, the Gulf LNG Liquefaction Project is not inconsistent with the public interest.

The Department of Energy Office of Fossil Energy ("**DOE/FE**") has authorized GLLC's request to export LNG to Free Trade Agreement ("**FTA**") Nations¹³ and is currently reviewing GLLC's application for authority to export LNG to Non-Free Trade Agreement ("**Non-FTA**") Nations. In reviewing an applicant's request for NGA Section 3 construction of export facilities, the Commission has explicitly recognized DOE/FE's public interest findings in issuing its order. For example, the Commission has recognized that the natural gas production associated with exports identified in an application will result in increased production that could be used for domestic requirements if market conditions warrant such use,

¹³ GLLC received authorization to export LNG by vessel from the Terminal to Free Trade Agreement Nations in DOE/FE Order No. 3104 on June 15, 2012.

enhancing U.S. domestic energy security.¹⁴ In addition, the Commission recognized several other tangible economic and public benefits that would likely follow from its authorization of the requested export authority, including increased economic activity and job creation, support for continued natural gas exploration and production, and increased tax revenues.¹⁵ As demonstrated below, these factors are present in the Applicants' proposal and weigh in favor of granting the requested authorizations.

A. Market Demand

The need for the Gulf LNG Liquefaction Project is supported by projected trends concerning U.S. gas demand and supply, which, in recent years, have supported the need for LNG exports. In April, 2015, the Administrator of the United States Energy Information Administration (“EIA”) released the 2015 Annual Energy Outlook (“AEO2015”). The Administrator explained that “Through 2020, strong growth in domestic crude oil production from tight formations leads to a decline in net petroleum imports and growth in net petroleum product exports in all AEO2015 cases.”¹⁶ In addition, the AEO2015 states that “The United States transitions from being a modest net importer of natural gas to a net exporter by 2017.”¹⁷ Based on a 2015 report from the Potential Gas Committee (“PGC”), the total potential U.S. recoverable gas as of December 31, 2014 is estimated to be approximately 2,500 trillion cubic

¹⁴ *Sabine Pass Liquefaction, LLC*, 139 FERC ¶ 61,039 at P 28 (2012). The Commission has recognized DOE's public interest findings in other liquefaction orders. *See also Cameron LNG, LLC*, 147 FERC ¶ 61,230 at ¶ 29 (2014) (“DOE also found several other tangible economic and public benefits that are likely to follow from the requested authorization, including increased economic activity and job creation, support for continued natural gas exploration and increased tax revenues.” *Dominion Cove Point LNG, LP*, 148 FERC ¶ 61,244 at P 31 (2014) (“Among other things, DOE found that exporting natural gas will lead to net benefits to the U.S. economy and can counteract concentration within global LNG markets, thereby diversifying international supply options and improving energy security for U.S. allies and trading partners”); *Freeport LNG Development, L.P.*, 148 FERC ¶ 61,076 at P 34 (2014).

¹⁵ *Id.*

¹⁶ Annual Energy Outlook 2015 with Projections available at [http://www.eia.gov/forecasts/aeo/pdf/0383\(2015\).pdf](http://www.eia.gov/forecasts/aeo/pdf/0383(2015).pdf).

¹⁷ *Id.*

feet of technically recoverable gas.¹⁸ This implies over 100 years of supply at current utilization when the PGC estimates are added to the December 31, 2013 EIA proved reserve estimates.¹⁹ Among other substantial benefits, the proposed Gulf LNG Liquefaction Project will provide an additional market for the steadily expanding domestic natural gas reserves and production which will keep the demand for gas strong and encourage the drilling and production of even more gas supplies.

The Project will also help meet the growing and substantial market demand for export capacity. GLLC continues to be in various stages of discussions and negotiations with several parties for definitive commercial agreements for tolling liquefaction service or long-term LNG supply service at the Gulf LNG Terminal and plans to enter into associated long-term contracts in 2015. GLLC anticipates placing Train 1 of the proposed Project in service before the end of 2020 and Train 2 before the end of 2021.

B. Public Benefits

The Gulf LNG Liquefaction Project offers a myriad of direct and indirect public benefits as a result of both the construction and the ongoing operations of the facilities. Specifically, and as described more fully in Resource Report 5 filed herein as part of Exhibit F, the construction and operation of the Gulf LNG Liquefaction Project is expected to provide the following direct benefits in the State of Mississippi and Jackson County, Mississippi:

- An estimated average of 1,950 workers during construction of the Project;
- An estimated 113 additional permanent workers for ongoing management, operation, and maintenance at the Terminal;

¹⁸ Potential Gas Committee biennial report, *Potential Supply of Natural Gas in the United States, April 8, 2015*.

¹⁹ EIA 2013 U.S. Crude Oil and Natural Gas Proved Reserves, *Form EIA-23L*.

- General economic benefits to the local economy from the construction and operation of the Project;
- General economic benefits to the local economy from ship, barge, and tug activity in the Port of Pascagoula.

Additionally, some of the indirect public benefits include:

- Stimulating job creation, increasing economic activity and tax revenues by supporting a healthy domestic drilling program, increasing construction and operations, constructing and operating the liquefaction and terminal facilities at the Terminal, and by an increase in services from associated support industries;
- Enhancing U.S. energy security;
- Increasing LNG exports from the U.S., as is done today with other commodities such as coal, grains, steel and machinery, will be a positive factor in stabilizing the overall U.S. balance of trade, which creates beneficial macro-economic impacts;
- Increasing economic trade and ties with foreign nations, including neighboring countries in the Americas;
- Helping to achieve global greenhouse gas emissions targets through the promotion of clean burning natural gas in countries that would otherwise use coal or oil for electric generation or manufacturing processes;
- Helping facilitate development of abundant natural gas resources in the U.S. and related jobs; and

- Helping to decrease U.S. dependence on foreign nations by increasing gas supply diversity to the global market.

In summary, the Gulf LNG Liquefaction Project is supported by market demand and will produce benefits to the public; thus, it is not inconsistent with the public interest.

VI.

ENVIRONMENTAL ANALYSIS

The Gulf LNG Liquefaction Project is designed to minimize or mitigate the environmental impacts. The Gulf LNG Liquefaction Project will primarily be constructed on the existing Terminal site and on land adjacent to the existing Terminal which will be acquired through a lease agreement with the Port of Pascagoula. As described above, the Project does not include the addition of any LNG storage tanks at the Terminal and is not expected to result in an increase in the frequency of LNGCs from that previously authorized for the Terminal. The Gulf LNG Liquefaction Project will utilize previously disturbed land within the existing Terminal site and adjacent land, consisting of industrial or commercial land, marsh, open water, and the Bayou Casotte Dredge Material Management Site (“**BCDMMS**”), which is used by the U.S. Army Corps of Engineers for placement of dredge materials from maintenance activities in the Port of Pascagoula area. In addition, the environmental impacts from the Project are minimal and well defined. The Commission should therefore find, as it did in a similar proceeding requesting Section 3 authorization for the construction and operation of liquefaction facilities at

an existing LNG terminal, that the Gulf LNG Liquefaction Project will result in only minimal environmental impacts.²⁰

The Applicants provide in the resource reports provided herein as Exhibit F a detailed description of those areas of the Gulf LNG Liquefaction Project where disturbance will be required outside the previously disturbed areas of the Terminal. As set forth in greater detail in the resource reports, the construction and operation of the Project is not expected to have a significant adverse impact on the quality of human health or the environment.

GLLC has worked to minimize impacts to wetland areas and develop the most appropriate mitigation plan for the Gulf LNG Liquefaction Project's wetlands impacts. Following discussion of multiple sites during numerous meetings with multiple state and federal resource agencies, including interagency meetings held on August 8, 2014, January 15, 2015, March 23, 2015, and April 9, 2015, GLLC has selected a mitigation site adjacent to an existing U.S. Army Corps of Engineers created coastal marsh site ("**USACE Marsh**") which is adjacent to the south side of the Terminal ("**Gulf LNG Mitigation Site**"). On May 14, 2015, the Mississippi Secretary of State stated he was willing to negotiate a lease with GLLC for use of the Gulf LNG Mitigation Site. As discussed in more detail in the resource reports and the Mitigation Plan, the Gulf LNG Mitigation Site provides on-site, in-kind mitigation, provides an additional buffer to the existing USACE Marsh Site, and allows for active monitoring.

Additionally, the Applicants have performed field delineation surveys to identify potential wetlands and waterbodies, cultural resource surveys to identify potential impacts on

²⁰ *Sabine Pass Liquefaction, LLC*, 139 FERC ¶ 61,039 at P 29 (2012), *Dominion Cove Point LNG, LP*, 148 FERC ¶ 61,244 at P 33 (2014), *Cameron LNG, LLC*, 147 FERC ¶ 61,230 at P 32 (2014), *Freeport LNG Development, L.P.*, 148 FERC ¶ 61,076 at P 35 (2014).

historic properties, and sediment sampling²¹ to determine the suitability of sediments from the BCDMMS and from the North and South MOFs for Beneficial Uses of dredge material along coastal Mississippi or for use in marsh creation. The Applicants have also included an Essential Fish Habitat Assessment to analyze the potential direct and cumulative effects on fish habitat for fish species and their major food sources, and a Biological Assessment to assess the potential for impacting endangered or threatened species, as well as the potential to impact any areas that are designated critical habitat in Resource Report 3 filed herein as part of Exhibit F. The results of these studies and mitigation plans underscore the Applicants' emphasis on mitigating the environmental impacts of the Project.

VII.

RATE PROVISIONS

GLE currently provides re-gasification services pursuant to negotiated commercial arrangements under *Hackberry LNG Terminal, L.L.C.*, 101 FERC 61,294 (2002) and Section 311 of the Energy Policy Act of 2005.²² Additionally, regarding GLP, the Commission granted a waiver of the open-access requirements of Part 284 in the February 2007 Order, holding that “it appears unlikely that shippers other than those transporting regasified LNG from the terminal will request service over the pipeline.”²³

²¹The final sediment and analysis plan incorporated comments received by the U.S. Army Corps of Engineers and Mississippi Department of Environmental Quality.

²² Pub. L. No. 109-58, 119 Stat.594(2005).

²³ Gulf LNG Energy, LLC and Gulf LNG Pipeline, LLC 118 FERC ¶ 61,128 at ¶ 25 (2007). The Commission conditioned the waiver of the open-access requirements subject to Ordering Paragraph (G): In the event that GLP receives a *bona fide* request from a shipper for firm open-access services . . . , it must file within 30 days with the Commission an application for a Part 284 blanket certificate authorizing it to transport natural gas under Part 284 of the Commission's regulations. Any request by GLP for Part 284 authorization must be filed with a pro forma tariff containing the terms and conditions of service and proposed rates. To date, GLP has received no such request.

GLLC does not propose to provide open access liquefaction services or establish rates, terms or conditions of service that are regulated by the Commission. GLLC proposes to provide liquefaction service pursuant to negotiated commercial arrangements under *Hackberry LNG Terminal, L.L.C.*, 101 FERC 61,294 (2002) and Section 311 of the Energy Policy Act of 2005. Customers or GLLC will nominate gas to be delivered to GLP at the interconnection facilities. GLLC will be operationally integrated with GLE through a terminal services agreement but GLLC and GLE will separately provide liquefaction and re-gasification services to their respective customers.

VIII.

PRESIDENTIAL PERMIT

The Gulf LNG Liquefaction Project will not involve any facilities at the border of the U.S. and either Canada or Mexico and will not otherwise involve any physical connection between the U.S. and a foreign country. Therefore, neither Section 153.15(a) of the Commission's regulations nor Executive Order 10485 requires GLLC or GLE to apply for a Presidential Permit.²⁴

IX.

OTHER RELATED APPLICATIONS

The Applicants are not aware of any application to supplement or effectuate the proposal herein that must be filed or is to be filed by the Applicants or any other person with the Commission or any other federal, state or regulatory body.

²⁴ See *EcoElectrica, L.P.*, 75 FERC 61,157 at 61.158 n.13 (1996).

X.

FORM OF NOTICE

A suggested form of notice for the Gulf LNG Liquefaction Project suitable for publication in the *Federal Register* is enclosed.

XI.

REQUIRED EXHIBITS

Applicants submit the following additional information as required by 18 C.F.R. § 153.8 and 18 C.F.R. § 157.6 in support of its Application. To the extent any required exhibits have been omitted, Applicants request that the Commission treat the omitted material as inapplicable or otherwise unnecessary to disclose fully the nature and intent of the modifications proposed herein.

Exhibit A	Business Organization	Included – Public
Exhibit B	Financial and Corporate Relationships	Included – Public
Exhibit C	Statement of Counsel	Included – Public
Exhibit D	Border Facilities Agreements	Omitted – Not Applicable
Exhibit E	LNG Safety Design	Included – See Resource Reports 11 and 13 in Exhibit F – Public, P&C and CEII
Exhibit E-1	Seismic Information	Included – See Resource Report 13 (Appendix I) in Exhibit F – CEII

Exhibit F	Environmental Report	Included – Public, P&C and CEII Resource Reports included under separate cover
Exhibit G	Location Map	Included – Public
Exhibit H	Federal Authorizations	Included – See Resource Report 1, Table 1.10-1 – Public

XII.

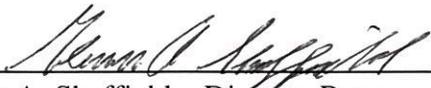
CONCLUSION

GLE, GLLC and GPL are qualified applicants, able and willing to conform to the provisions of the NGA, and the requirements of the Commission thereunder. The proposed services, operations, and construction are not inconsistent with the public interest. For the reasons discussed above, the Applicants respectfully request that the Commission grant authorization to construct and operate the Gulf LNG Liquefaction Project, as described herein.

WHEREFORE, the Applicants respectfully request that the Commission grant the authorizations requested herein by June 17, 2016.

Respectfully submitted,

**GULF LNG LIQUEFACTION COMPANY, LLC
GULF LNG ENERGY, LLC
GULF LNG PIPELINE, LLC**

By: 
Glenn A. Sheffield – Director Rates and Regulatory
Affairs

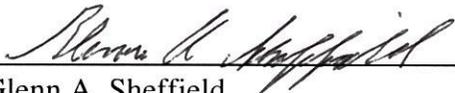
Birmingham, Alabama
June 19, 2015

VERIFICATION

STATE OF ALABAMA)
) SS:
COUNTY OF JEFFERSON)

Glenn A. Sheffield, being first duly sworn, states that he is Director, Rates and Regulatory Affairs, for Gulf LNG Liquefaction Company, LLC, Gulf LNG Energy, LLC and Gulf LNG Pipeline, LLC; that he is authorized to execute this Verification; that he has read the foregoing document and is familiar with the contents thereof; and that all allegations of fact therein contained are true and correct to the best of his knowledge and belief.

GULF LNG LIQUEFACTION COMPANY, LLC
GULF LNG ENERGY, LLC
GULF LNG PIPELINE, LLC



Glenn A. Sheffield
Director, Rates and Regulatory Affairs

Sworn to and subscribed
before me this 19th day of
June, 2015.



Notary Public
My Commission Expires:



Gulf LNG Liquefaction Company, LLC)
Gulf LNG Energy, LLC and) Docket No. CP15- -000
Gulf LNG Pipeline, LLC)

BUSINESS ORGANIZATION

18 C.F.R. § 153.8(a)(1)

EXPLANATORY STATEMENT

Gulf LNG Liquefaction Company, LLC, Gulf LNG Energy, LLC and Gulf LNG Pipeline, LLC hereby include a copy of their Certificates of Incorporation.

Delaware

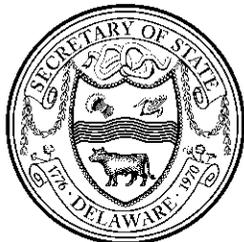
PAGE 1

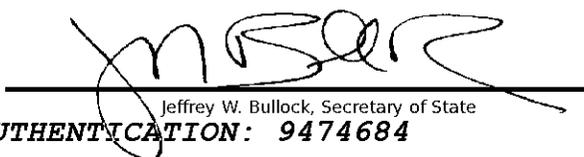
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GULF LNG LIQUEFACTION COMPANY, LLC", FILED IN THIS OFFICE ON THE SECOND DAY OF APRIL, A.D. 2012, AT 12:38 O'CLOCK P.M.

5133442 8100

120383600




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9474684

DATE: 04-02-12

**CERTIFICATE OF FORMATION
OF
GULF LNG LIQUEFACTION COMPANY, LLC**

This Certificate of Formation of Gulf LNG Liquefaction Company, LLC (the "LLC") dated as of April 2, 2012, is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et. seq.

FIRST: The name of the LLC formed hereby is:

Gulf LNG Liquefaction Company, LLC

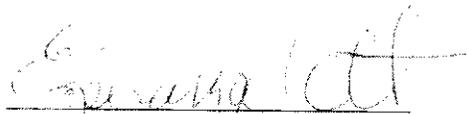
SECOND: The address of the registered office of the LLC in the State of Delaware is:

Corporation Trust Center
1209 Orange Street
New Castle County
Wilmington, Delaware 19801

THIRD: The name and address of the registered agent for service of process on the LLC in the State of Delaware is:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
New Castle County
Wilmington, Delaware 19801

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be executed as of the date first above written.



Esperanza Jett
Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
GULF LNG LIQUEFACTION COMPANY, LLC
A DELAWARE LIMITED LIABILITY COMPANY
PREAMBLE**

The undersigned sole member hereby declares the following to be the Limited Liability Company Agreement of Gulf LNG Liquefaction Company, LLC, a Delaware limited liability company (the “*Company*”), as of April 3, 2012 (the “*Effective Date*”).

ARTICLE I

DEFINITIONS AND TERMS

SECTION 1.01. Definitions. Unless the context otherwise requires, the following terms shall have the following meanings for the purposes of this Agreement:

“*Act*” means the Delaware Limited Liability Company Act, 6 Del C. §§ 18-101, et seq., as amended from time to time (or any corresponding provisions of succeeding law).

“*Agreement*” means this Limited Liability Company Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“*Assets*” means, at any time, any real and personal property owned or leased by the Company.

“*Capital Contribution*” means a capital contribution made by the Member pursuant to this Agreement.

“*Certificate*” means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware pursuant to the Act, as amended, restated, supplemented or otherwise modified from time to time.

“*Company*” is defined in the Preamble.

“*Distributable Cash*” means cash (in U.S. dollars) of the Company that the Member determines is available for distribution.

“*Effective Date*” is defined in the Preamble.

“*Interest*” means the ownership interest in the Company held by the Member at any time, including the right of the Member to any and all benefits to which the Member may be entitled as provided in this Agreement and the obligations of the Member to comply with all the terms and provisions of this Agreement.

“*Member*” means Gulf LNG Holdings Group, LLC.

“*Person*” has the meaning set forth in the Act.

SECTION 1.02. Terms Generally. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to Articles, Sections and Exhibits shall be deemed to be references to Articles and

Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

ARTICLE II FORMATION

SECTION 2.01. Name. The name of the Company shall be as set forth in the Certificate. All business of the Company shall be conducted under such name and title to the Assets shall be held in such name. Notwithstanding the preceding sentence, the Member may change the name of the Company or adopt such trade or fictitious names as it may determine.

SECTION 2.02. Term. The term of the Company commenced on the date of filing of the Certificate in the Office of the Secretary of State of the State of Delaware and shall continue until terminated as provided in Article VIII.

SECTION 2.03. Principal Place of Business. The principal place of business of the Company in the United States will be such place as the Member may designate from time to time, which need not be in the State of Delaware. The Company may have such other offices as the Member may designate from time to time.

SECTION 2.04. Agent for Service of Process. The registered agent of the Company upon whom process against the Company may be served, and the address of such agent within the State of Delaware, is as set forth in the Certificate.

SECTION 2.05. Purposes of the Company. The purposes of the Company are to finance, develop, construct, and operate liquefaction facilities at the liquefied natural gas receiving terminal facility in Pascagoula, Mississippi, and to perform related activities and services, including, but not limited to, exporting liquefied natural gas, whether directly or through subsidiaries of the Company.

ARTICLE III CAPITAL CONTRIBUTIONS

SECTION 3.01. Capital Contribution. The Member may contribute cash or other property to the Company as the Member shall decide (in its sole discretion) from time to time.

SECTION 3.02. Additional Capital Contributions. If at any time the Member shall desire (in its sole discretion) to contribute additional funds or property to the Company, the Member may make additional Capital Contributions.

SECTION 3.03. Limitation on Liability. Except as required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

SECTION 3.04. Interest on Capital Contributions. No interest on any Capital Contributions shall be paid by the Company to the Member.

ARTICLE IV
DISTRIBUTIONS

SECTION 4.01. Distributions. The Member shall be entitled to receive all distributions (including, without limitation, liquidating distributions) made by the Company and to enjoy all other rights, benefits and interests in the Company.

ARTICLE V
BOOKS AND RECORDS

SECTION 5.01. Books and Records. The Company shall keep or cause to be kept complete and accurate books of account and records that shall reflect all transactions and other matters and include all documents and other materials with respect to the Company's business that are usually entered into and maintained by Persons engaged in similar businesses. The books of the Company shall at all times be maintained at the principal office of the Company or at such other location as the Member decides.

ARTICLE VI
MANAGEMENT OF THE COMPANY

SECTION 6.01. Management. The management of the Company is fully reserved to the Member and the Company shall not have "managers," as such term is defined in the Act. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member, who shall make all decisions and take all actions for the Company.

SECTION 6.02. Officers. The Member may from time to time delegate to one or more persons such authority as the Member may deem advisable and may elect one or more persons as a president, vice president, secretary, treasurer or with any other title of an officer of the Company as determined by the Member to act on behalf of the Company with respect to any matter or matters delegated to such person by the Member. No officer needs to be a resident of the State of Delaware. Unless the Member decides otherwise, all officers of the Company, as between themselves and the Company, shall have such authority, perform such duties and manage the Company as provided below or as otherwise indicated by the Member.

a. President. The President shall have the active, executive management of the operations of the Company, subject, however to the control of the Member. The President shall, in general, perform all duties incident to the office of president and such other duties as from time to time may be assigned to him or her by the Member.

b. Vice President. The Vice President shall have such powers and perform such duties as the Member may from time to time prescribe or as the President may from time to time delegate to him or her. At the request of the President, the Vice President may temporarily act in place of the President. In the case of the death, absence or inability to act of the President, the Member may designate the Vice President to perform the duties of the President.

c. Secretary. The Secretary shall keep or cause to be kept the minutes of any Company meetings, shall see that all notices are duly given in accordance with the provisions of applicable law, shall be custodian of the records and, in general, shall perform all duties incident

to the office of the secretary and such other duties as may from time to time be assigned by the Member or by the President.

d. Treasurer. The Treasurer shall be the principal financial officer of the Company, shall have charge and custody of and be responsible for all funds of the Company and deposit all such funds in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Member, shall receive and give receipts for moneys due and payable to the Company from any source, and, in general, shall perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the Member or by the President. The Treasurer shall render to the President and the Member, whenever the same shall be required, an account of all transactions accomplished as treasurers and of the financial condition of the Company.

ARTICLE VII

TRANSFERS OF INTERESTS

SECTION 7.01. Transfers. The Member may, directly or indirectly, sell, assign, transfer, pledge, hypothecate or otherwise dispose of all or any part of its Interest. Any Person acquiring the Member's Interest shall be admitted to the Company as a substituted member with no further action being required on the part of the Member.

ARTICLE VIII

TERMINATION

SECTION 8.01. Dissolution. The Company shall be dissolved and its business wound up at such time as the Member may elect or upon the occurrence of any event of dissolution under the Act.

SECTION 8.02. Liquidation. Upon dissolution, the Company's business shall be liquidated in an orderly manner. The Member shall wind up the affairs of the Company pursuant to this Agreement and in accordance with the Act, including Section 18-804 thereof.

SECTION 8.03. Distribution of Property. If in the discretion of the Member it becomes necessary to make a distribution of Company property in kind in connection with the liquidation of the Company, such property shall be transferred and conveyed to the Member.

ARTICLE IX

INDEMNIFICATION

SECTION 9.01. General. Except to the extent expressly prohibited by the Act, the Company shall indemnify each Person made or threatened to be made a party to any action or proceeding, whether civil or criminal, by reason of the fact that such Person is or was a member or officer of the Company (or a representative thereof), against judgments, fines (including excise taxes assessed on a Person with respect to an employee benefit plan), penalties, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with such action or proceeding, or any appeal therefrom; *provided, however*, that no such indemnification shall be made if a judgment or other final adjudication adverse to such Person establishes that his conduct did not meet the then applicable minimum statutory standards of conduct; and *provided, further*, that no such indemnification shall be required in connection with any settlement or other non-adjudicated disposition of any threatened

or pending action or proceeding unless the Company has given its prior consent to such settlement or such other disposition, which consent shall not be unreasonably withheld.

SECTION 9.02. Reimbursement. The Company shall advance or promptly reimburse, upon request, any Person entitled to indemnification hereunder for all expenses, including attorneys' fees, reasonably incurred in defending any action or proceeding in advance of the final disposition thereof upon receipt of an undertaking by or on behalf of such Person (in form and substance satisfactory to the Company) to repay such amount if such Person is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such Person is entitled; *provided* that such Person shall cooperate in good faith with any request by the Company that common counsel be utilized by the parties to an action or proceeding who are similarly situated unless to do so would be inappropriate due to actual or potential conflicts of interest between or among such parties; and *provided, further*, that the Company shall only advance attorneys' fees in respect of legal counsel approved by the Company, such approval not to be unreasonably withheld.

SECTION 9.03. Availability. The right to indemnification and advancement of expenses under this provision is intended to be retroactive and shall be available with respect to any action or proceeding which relates to events prior to the effective date of this provision.

SECTION 9.04. Indemnification Agreement. The Company is authorized to enter into agreements with the Member or any of its officers extending rights to indemnification and advancement of expenses to such Person to the fullest extent permitted by applicable law, but the failure to enter into any such agreement shall not affect or limit the rights of such Person pursuant to this provision.

SECTION 9.05. Enforceability. In case any provision in this Article IX shall be determined at any time to be unenforceable in any respect, the other provisions shall not in any way be affected or impaired thereby, and the affected provisions shall be given the fullest possible enforcement in the circumstances, it being the intention of the Company to provide indemnification and advancement of expenses to its members and officers, acting in such capacities, to the fullest extent permitted by law.

SECTION 9.06. No Amendments. No amendment or repeal of this provision shall apply to or have any effect on the indemnification of, or advancement of expenses to, the Member or any officer of the Company for, or with respect to, acts or omissions of such Member or officer occurring prior to such amendment or repeal.

SECTION 9.07. Not Exclusive. The foregoing shall not be exclusive of any other rights to which the Member or any officer may be entitled as a matter of law and shall not affect any rights to indemnification to which Company personnel other than the Member or officers may be entitled by contract or otherwise.

**ARTICLE X
TAX MATTERS**

SECTION 10.01. Tax Matters. The Company and the Member shall comply with all requirements of the Internal Revenue Code of 1986, as amended, with respect to the Company. In this regard, the Company shall be disregarded for federal tax purposes as an entity separate from the Member as provided in Treasury Regulations Section 301.7701-3.

**ARTICLE XI
MISCELLANEOUS**

SECTION 11.01. Benefits of Agreement. None of the provisions of this Agreement are intended to benefit any third party or be enforceable by any creditor of the Company or the Member.

SECTION 11.02. Integration. This Agreement constitutes the entire agreement pertaining to the subject matter hereof and supersedes any and all prior and contemporaneous agreements in connection therewith.

SECTION 11.03. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret, limit or otherwise modify the provisions of this Agreement.

SECTION 11.04. Severability. Each provision of this Agreement shall be considered severable from the Agreement. If for any reason any such provision is determined to be invalid under any existing or future law, such invalidity shall not impair the operation of or affect the other provisions of this Agreement which are valid.

SECTION 11.05. Applicable Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without regard to its conflict of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed and shall be effective as of the Effective Date.

GULF LNG HOLDINGS GROUP, LLC, the sole member

By: Southern Gulf LNG Company, L.L.C., its Manager

By: 

Name: Michael J. Varagona

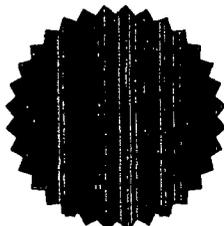
Title: Vice President

Delaware

PAGE 1

The First State

I, HARIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GULF LNG TERMINALS, LLC", FILED IN THIS OFFICE ON THE SECOND DAY OF MAY, A.D. 2003, AT 6:23 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3648865 8100

030287507

AUTHENTICATION: 2398074

DATE: 05-05-03

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:23 PM 05/02/2003
FILED 06:23 PM 05/02/2003
SRV 030287507 - 3648865 FILE

**CERTIFICATE OF FORMATION
OF
GULF LNG TERMINALS, LLC**

I, the undersigned natural person of the age of eighteen years or more, acting as an authorized person of a limited liability company under the Delaware Limited Liability Company Act, as amended, do hereby submit the following Certificate of Formation for such limited liability company:

ARTICLE I

The name of the limited liability company is Gulf LNG Terminals, LLC.

ARTICLE II

The address of the limited liability company's initial registered agent in the State of Delaware is 615 South DuPont Highway, Dover, Delaware 19901. The name of its initial registered agent at such address is Capitol Services, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of May, 2003.



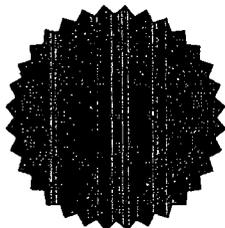
David DeAnda, Authorized Person

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GULF LNG TERMINALS, LLC", CHANGING ITS NAME FROM "GULF LNG TERMINALS, LLC" TO "GULF LNG ENERGY, LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF SEPT. MBER, A.D. 2004, AT 4:41 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3648865 8100

040655374

AUTHENTICATION: 3342379

DATE: 09-10-04

**CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF FORMATION OF
GULF LNG TERMINALS, LLC**

The undersigned, desiring to amend the Certificate of Formation of Gulf LNG Terminals, LLC (the "Company") and acting pursuant to Section 18-202 of the Delaware Limited Liability Act (6 Del C. § 18-101, *et seq.*), does hereby certify as follows:

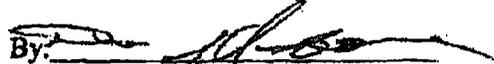
1. The name of the Company is Gulf LNG Terminals, LLC.
2. Article I of the Company's Certificate of Formation is hereby amended by deleting said article and replacing it with the following so that, as amended, said article shall read in its entirety as follows:

ARTICLE I

The name of the limited liability company is Gulf LNG
Energy, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on August 16, 2004 to be effective upon filing.

GULF LNG TERMINALS, LLC
a Delaware limited liability company

By: 
Dee S. Osborne, Manager

HOUSTON:01406702000:939831v2

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:48 PM 09/09/2004
FILED 04:41 PM 09/09/2004
SRV 040655374 - 3648865 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Gulf LNG Energy, LLC
2. The Certificate of Fonnation of the limited liability company is hereby amended as follows:

The registered agent shall be, The Corporation Trust Company, and the address of said agent is 1209 Orange Street, Wilmington, New Castle County, DE 19801.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 27th day of May, A.D. 2008.

By: Stacy J. James
Authorized Person(s)

Name: Stacy J. James
Print or Type

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

GULF LNG ENERGY, LLC

(A Delaware Limited Liability Company)

**THESE MEMBERSHIP INTERESTS HAVE NOT BEEN REGISTERED
UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR
PURSUANT TO THE PROVISIONS OF ANY STATE SECURITIES ACT**

**CERTAIN RESTRICTIONS ON TRANSFERS OF INTERESTS
ARE SET FORTH HEREIN**

**AMENDED AND RESTATED LIMITED LIABILITY
COMPANY AGREEMENT
OF
GULF LNG ENERGY, LLC
(a Delaware Limited Liability Company)**

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of GULF LNG ENERGY, LLC (the "Company"), dated effective as of February 7, 2008 (this "Agreement"), is hereby adopted and executed by the sole Member.

WHEREAS, the Company was formed under the laws of the State of Delaware pursuant to a Certificate of Formation filed with the Secretary of State of the State of Delaware on May 2, 2003, and since its formation has been governed by the Limited Liability Company Agreement of the Company dated as of April 4, 2005, and the Amended and Restated Limited Liability Company Agreement of the Company dated December 8, 2007 (the "Amended and Restated Agreement"); and

WHEREAS, the sole Member of the Company desires to amend and restate the Amended and Restated Agreement in its entirety and to enter into this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound have entered into this Agreement.

1. **Definitions.** The capitalized terms used in this Agreement shall have the following meanings:

A. "Affiliate" means a Person (other than a Party) that directly or indirectly controls, is controlled by, or is under common control with, another Person, and for such purposes the terms "control", "controlled by" and other derivatives shall mean the direct or indirect ownership of fifty percent (50%) or more of the voting rights in a Person or the power by contract or otherwise to direct the business and affairs of a Person.

B. "Board of Managers" shall have the meaning set forth in Section 9.A.

C. "Day" means a period of twenty-four (24) consecutive hours starting at 24:00 midnight and "Daily" shall be construed accordingly.

D. "Gas" means any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

E. "GLE Facility" means the LNG receiving terminal facility as further described in Article 7.1(b) of the Terminal Use Agreement, including the berthing

and unloading facilities, LNG storage facilities, regasification facilities providing for the vaporization and send-out of 1.5 Bcf per Day of Gas, and the GLP Pipeline, together with equipment and facilities related thereto, which are necessary to provide Services, as such facilities will be constructed and modified from time to time in accordance with the Terminal Use Agreement.

F. “GLE Parent” means Gulf LNG Energy (Port), LLC.

G. “GLP” means Gulf LNG Pipeline, LLC.

H. “GLP Pipeline” means the send out pipeline that is approximately five (5) miles in length and 36 inches in diameter in Jackson County, Mississippi, for the purpose of transporting regasified LNG from the GLE Facility’s regasification facilities and which is owned by GLP.

I. “Independent Manager” means a Manager that is not and was not at the time of appointment or at any time during the five (5) year period immediately preceding such appointment, (a) a direct or indirect legal or beneficial owner of an equity interest in the Company, GLE Parent, GLP or any of their respective Affiliates, (b) an employee, officer, director, manager, or contractor of the Company, GLE Parent, GLE or any of their respective Affiliates or of any Person referred to in Clauses (a),(c),(d), or (e) of this definition, (c) an Affiliate of the Company, GLE Parent, GLE or any of their respective Affiliates, (d) an attorney, auditor, accountant, financial advisor, underwriter or other professional consultant for the Company, GLE Parent, GLE or any of their respective Affiliates, (e) a Person with which the Company, GLE Parent, GLE or any of their respective Affiliates otherwise engaged in business, or (f) a spouse or immediate family member of any individual described in Clauses (a) through (e) above.

J. “LNG” means Gas in a liquid state at or below its boiling point at a pressure of approximately one (1) atmosphere.

K. “Manager” means a member of the Board of Managers.

L. “Member” shall have the meaning set forth in Section 5.

M. “Person” means any individual, sole proprietorship, corporation, trust, company, voluntary association, partnership, joint venture, limited liability company, unincorporated organization, institution, Governmental Authority or any other legal entity.

N. “Services” shall have the meaning set forth in Article 2.1 of the Terminal Use Agreement.

O. “Terminal Use Agreement” means the LNG Terminal Use Agreement, dated as of December 8, 2007, among Angola LNG Supply Services LLC, Gulf LNG Energy, LLC and the Company.

2. **Formation.** The Company was formed on August 23, 2005, as a Delaware limited liability company under and pursuant to the Delaware Limited Liability Company Act, as amended (the "Act").

3. **Term.** The Company shall have a perpetual existence.

4. **Purposes.** Subject to the provisions set forth herein, the purpose of the Company is to engage only in the following activities:

(a) the ownership, design, financing, construction, equipping, testing, commissioning, operation, maintenance, repair, decommissioning and removal of the GLE Facility; and

(b) any activity, enter into any agreement, undertaking, contract, assignment or certificate, appoint any agent and exercise any powers permitted to limited liability companies organized under the Act which are incidental to the foregoing or necessary, suitable or convenient to accomplish the foregoing (including the ownership of, and/or entering into an agreement providing for the Company's ownership of, 100% of the membership interests of GLP), provided that the Company shall not be authorized to incur any indebtedness for borrowed money other than to finance or refinance the ownership, design, construction, equipping, testing, commissioning, operation, maintenance, repair, decommissioning and removal of the GLE Facility.

The limitations on the Company's business and investment activities as set out in this Section 4 may not be altered except upon the approval of all the Members and the unanimous affirmative consent of the Managers of the Company, which shall at all times include at least one Independent Manager.

5. **Member.** Gulf LNG Energy (Port), LLC, is the sole member of the Company (the "Member").

6. **Sharing Ratios.** The Member shall receive the allocation of all profits, losses, gains, deductions and credits with respect to the operations of the Company.

7. **Contributions.** Without creating any rights in favor of any third party, the Member may, from time to time, make contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

8. **Distributions.** The Member shall be entitled (a) to receive all distributions (including, without limitation, liquidating distributions) made by the Company and (b) to enjoy all other rights, benefits and interests in the Company.

9. **Management.**

A. The management of the Company is fully reserved to a board of managers (the "Board of Managers"), who shall be appointed, removed or replaced by

the Member. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Managers, who shall make all decisions and take all actions for the Company. The Member may determine at any time in its sole and absolute discretion the number of Managers to constitute the Board of Managers. The authorized number of Managers may be increased or decreased by the Member at any time in its sole and absolute discretion upon notice to all Managers. The initial number of Managers shall be three, at least one of which shall be an Independent Manager. Each Manager elected, designated or appointed by the Member shall hold office until a successor is elected and qualified or until such Manager's earlier death, disability, retirement or removal by the Member. Managers need not be a Member. As of the date hereof, the Managers designated by the Member are Norman G. Holmes, Michael J. Varagona and Hugh J. Morgan, Jr., with Hugh J. Morgan, Jr. being the Independent Manager.

B. An Independent Manager shall (i) accept his/her appointment as Independent Manager of the Company, (ii) acknowledge and agree that the Company was formed for the purpose described herein, and (iii) accept his/her powers, duties and responsibilities as set forth in this Agreement.

C. Upon the death, disability, removal, resignation or retirement of the Independent Manager, the Member shall appoint one or more individual Persons to serve as a successor to such deceased, disabled, removed, resigned or retired Independent Manager. Each such Independent Manager appointed by the Member shall satisfy the criteria of the "Independent Manager" as set forth in the definition thereof in Section 1 of this Agreement in order to be eligible for appointment by the Member as and for continuing service as such. Each such individual appointed by the Member as the Independent Manager shall certify in writing to the Member during the month of January during each year of the term of the Company, his or her continuing satisfaction of the Section 1 "Independent Manager" criteria.

D. As soon as possible after any Independent Manager no longer: (i) satisfies all of the Section 1 "Independent Manager" criteria, or (ii) wishes to serve as an Independent Manager, such individual shall in either case notify the Member of this fact in writing, and the Member shall appoint a successor to such individual as the Independent Manager, who shall become the Independent Manager effective on the date of such appointment by the Member.

E. Except as may be otherwise provided by law and this Agreement, the presence of a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board of Managers. If a quorum shall not be present at any meeting of the Board of Managers, the Managers present may adjourn the meeting from time-to-time, without notice other than announcement at the meeting, until a quorum shall be present.

F. Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Company shall not without the consent of at least one Independent Manager initiate bankruptcy proceedings involving the Company, reorganize, dissolve, liquidate, consolidate, merge, or transfer, assign or sell all or substantially all of its assets. Furthermore a decision not to resist a petition for involuntary bankruptcy in which the Company has been named as an involuntary debtor may not be taken by the Board of Managers without the consent of at least one Independent Manager.

G. Except as may be otherwise provided by law and this Agreement, the Managers may from time to time delegate to one or more persons such authority as the Managers may deem advisable and may elect one or more persons as a president, vice president, secretary, treasurer or any other title of an officer of the Company as determined by the Managers to act on behalf of the Company with respect to any matter or matters delegated to such person by the Managers. No officer need be a resident of the State of Delaware. In the event the Managers appoint a person as an officer of the Company, the Managers shall be deemed to have assigned and may thereafter assign titles to particular officers. Except as may be otherwise provided by law and this Agreement, unless the Managers decide otherwise, all officers of the Company, as between themselves and the Company, shall have such authority, perform such duties and manage the Company as provided below.

(a) The President. The President shall have the active, executive management of the operations of the Company, subject to the control of the Managers. The President shall, in general, perform all duties incident to the office of president and such other duties as from time to time may be assigned to him or her by the Managers.

(b) The Vice President. The Vice President shall have such powers and perform such duties as the Managers may from time to time prescribe or as the President may from time to time delegate to him or her. At the request of the President, the Vice President may temporarily act in place of the President. In the case of the death, absence, or inability to act of the President, the Managers may designate the Vice President to perform the duties of the President.

(c) The Secretary. The Secretary shall keep or cause to be kept the minutes of any Company meetings, shall see that all notices are duly given in accordance with the provisions of applicable law, shall be custodian of the records and, in general, shall perform all duties incident to the office of the secretary and such other duties as may from time to time be assigned by the Managers or by the President.

(d) The Treasurer. The Treasurer shall be the principal financial officer of the Company, shall have charge and custody of and be responsible for all funds of the Company and deposit all such funds in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Managers, shall

receive and give receipts for moneys due and payable to the Company from any source, and, in general, shall perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the Managers or by the President. The Treasurer shall render to the President and the Managers, whenever the same shall be required, an account of all transactions accomplished as treasurer and of the financial condition of the Company.

10. **Tax Matters.** The Company and the Managers shall comply with all requirements of the Internal Revenue Code of 1986, as amended, with respect to the Company. In this regard, the Company shall be disregarded for federal tax purposes as an entity separate from the Member as provided in Treasury Regulations Section 301.7701-3.

11. **Indemnification.** To the extent allowed under the laws of the State of Delaware, the Company shall indemnify the Managers and the Company's officers from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including reasonable legal fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, that relate to the operations of the Company as set forth in this Agreement in which a Manager or officer may be involved, or is threatened to be involved, as a party or otherwise, REGARDLESS OF WHETHER ARISING FROM ANY ACT OR OMISSION WHICH CONSTITUTED THE SOLE, PARTIAL OR CONCURRENT NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF SUCH MANAGER OR OFFICER, unless it is established that: (1) the act or omission of such Manager or officer was material to the matter giving rise to the proceeding and either was committed in bad faith or was the result of active and deliberate dishonesty; (2) such Manager or officer actually received an improper personal benefit in money, property or services; or (3) in the case of any criminal proceeding, such Manager or officer had reasonable cause to believe that the act or omission was unlawful. The termination of any proceeding by judgment, order or settlement does not create a presumption that a Manager or officer did not meet the requisite standard of conduct set forth in this Section 11. The termination of any proceeding by conviction or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that a Manager or officer acted in a manner in which they would not be entitled to indemnification under this Section 11. Any indemnification pursuant to this Section 11 shall be made only out of the assets of the Company, including insurance proceeds, if any.

12. **Transfers.** Except as may be otherwise provided by law and this Agreement, the Member may freely transfer all or any part of its membership interest in the Company at any time, and any such transferee shall become an additional or substituted member of the Company, as applicable, with full rights of a member as set forth herein and in the Act.

13. **Dissolution.** Subject to Section 9 F, the Company shall dissolve and its affairs shall be wound up at such time, if any, as the Member and all of the Managers may elect or as may be required under the Act. Notwithstanding anything to the contrary contained in this Agreement, the expulsion, bankruptcy or dissolution of any of the Company's members or the occurrence of any other event that terminates the continued membership of any of the

Company's members shall not cause it to be dissolved or its affairs to be wound up, and upon the occurrence of any such event, it shall be continued without dissolution.

14. **Amendment.** This Agreement may be amended at any time by and with the consent of the Member and all of the Managers.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and shall be binding upon the party who executed the same, but all of such counterparts shall constitute the same agreement.

16. **Governing Law.** THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (EXCLUDING ITS CONFLICT-OF-LAWS RULES).

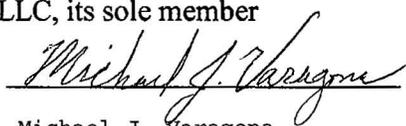
17. **Certification of Membership Interest.** The Member's membership interest in the Company shall be evidenced by a certificate of membership ("Certificate") issued by the Company in form and substance as approved by the Managers and shall be considered securities governed by Chapter 8 of the Uniform Commercial Code. Each Certificate shall be executed by a Manager of the Company and shall contain an appropriate legend regarding any restrictions on transfer.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed and shall be effective as of the date first written above.

GULF LNG ENERGY (PORT), LLC, the sole member

By: Southern Gulf LNG Company, LLC,
Manager of GULF LNG HOLDINGS
GROUP, LLC, sole member of GULF LNG
ENERGY (US), LLC, sole member of
GULF LNG ENERGY (SOUTH), LLC,
sole member of GULF LNG ENERGY
(MS), LLC, its sole member

By:  088

Name: Michael J. Varagona

Title: Vice President

Delaware

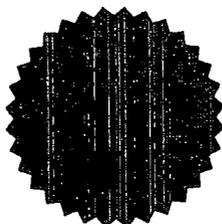
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GULF LNG PIPELINE, LLC", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF AUGUST, A.D. 2005, AT 2:18 O'CLOCK P.M.

4019593 9100

050694473



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4110373

DATE: 08-23-05

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:33 PM 08/23/2005
FILED 02:18 PM 08/23/2005
SRV 050694473 - 4019593 FILE

CERTIFICATE OF FORMATION
OF
GULF LNG PIPELINE, LLC

I, the undersigned natural person of the age of eighteen years or more, acting as an authorized person of a limited liability company under the Delaware Limited Liability Company Act, as amended, do hereby submit the following Certificate of Formation for such limited liability company:

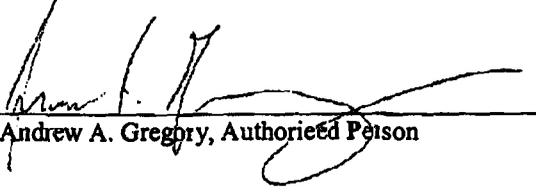
ARTICLE I

The name of the limited liability company is Gulf LNG Pipeline, LLC.

ARTICLE II

The address of the limited liability company's initial registered agent in the State of Delaware is 615 South Dupont Highway, Dover, Delaware 19901. The name of its initial registered agent at such address is Capitol Services, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of August, 2005.


Andrew A. Gregory, Authorized Person

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Gulf LNG Pipeline, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The registered agent shall be, The Corporation Trust Company, and the address of said agent is 1209 Orange Street, Wilmington, New Castle County, DE 1980L

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 27th day of May, A.D. 2008.

By: Stacy J. James
Authorized Person(s)

Name: Stacy J. James
Print or Type

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

GULF LNG PIPELINE, LLC

(A Delaware Limited Liability Company)

**THESE MEMBERSHIP INTERESTS HAVE NOT BEEN REGISTERED
UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR
PURSUANT TO THE PROVISIONS OF ANY STATE SECURITIES ACT**

**CERTAIN RESTRICTIONS ON TRANSFERS OF INTERESTS
ARE SET FORTH HEREIN**

**AMENDED AND RESTATED LIMITED LIABILITY
COMPANY AGREEMENT
OF
GULF LNG PIPELINE, LLC
(a Delaware Limited Liability Company)**

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of GULF LNG PIPELINE, LLC (the "Company"), dated effective as of February 7, 2008 (this "Agreement"), is hereby adopted and executed by the sole Member.

WHEREAS, the Company was formed under the laws of the State of Delaware pursuant to a Certificate of Formation filed with the Secretary of State of the State of Delaware on August 23, 2005, and since its formation has been governed by the Limited Liability Company Agreement of the Company dated as of August 23, 2005 and the Amended and Restated Limited Liability Company Agreement dated December 8, 2007 (the "Amended and Restated Agreement"); and

WHEREAS, the sole Member of the Company desires to amend and restate the Amended and Restated Agreement in its entirety and to enter into this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound have entered into this Agreement.

1. **Definitions.** The capitalized terms used in this Agreement shall have the following meanings:

A. "Affiliate" means a Person (other than a Party) that directly or indirectly controls, is controlled by, or is under common control with, another Person, and for such purposes the terms "control", "controlled by" and other derivatives shall mean the direct or indirect ownership of fifty percent (50%) or more of the voting rights in a Person or the power by contract or otherwise to direct the business and affairs of a Person.

B. "Board of Managers" shall have the meaning set forth in Section 9.A.

C. "Day" means a period of twenty-four (24) consecutive hours starting at 24:00 midnight and "Daily" shall be construed accordingly.

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E. "GLE" means Gulf LNG Energy, LLC.

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G. “GLE Parent” means Gulf LNG Energy (Port), LLC.

H. “GLP Pipeline” means the send out pipeline that is approximately five (5) miles in length and 36 inches in diameter in Jackson County, Mississippi, for the purpose of transporting regasified LNG from the GLE Facility’s regasification facilities and which is owned by GLP.

I. “Independent Manager” means a Manager that is not and was not at the time of appointment or at any time during the five (5) year period immediately preceding such appointment, (a) a direct or indirect legal or beneficial owner of an equity interest in the Company, GLE Parent, GLE or any of their respective Affiliates, (b) an employee, officer, director, manager, or contractor of the Company, GLE Parent, GLE or any of their respective Affiliates or of any Person referred to in Clauses (a),(c),(d), or (e) of this definition, (c) an Affiliate of the Company, GLE Parent, GLE or any of their respective Affiliates, (d) an attorney, auditor, accountant, financial advisor, underwriter or other professional consultant for the Company, GLE Parent, GLE or any of their respective Affiliates, (e) a Person with which the Company, GLE Parent, GLE or any of their respective Affiliates otherwise engaged in business, or (f) a spouse or immediate family member of any individual described in Clauses (a) through (e) above.

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K. “Manager” means a member of the Board of Managers.

L. “Member” shall have the meaning set forth in Section 5.

M. “Person” means any individual, sole proprietorship, corporation, trust, company, voluntary association, partnership, joint venture, limited liability company, unincorporated organization, institution, Governmental Authority or any other legal entity.

N. “Services” shall have the meaning set forth in Article 2.1 of the Terminal Use Agreement.

O. “Terminal Use Agreement” means the LNG Terminal Use Agreement, dated as of December 8, 2007, among Angola LNG Supply Services LLC, Gulf LNG Energy, LLC and the Company.

2. **Formation.** The Company was formed on August 23, 2005, as a Delaware limited liability company under and pursuant to the Delaware Limited Liability Company Act, as amended (the “Act”).

3. **Term.** The Company shall have a perpetual existence.

4. **Purposes.** Subject to the provisions set forth herein, the purpose of the Company is to engage only in the following activities:

(a) the ownership, design, financing, construction, equipping, testing, commissioning, operation, maintenance, repair, decommissioning and removal of the GLP Pipeline; and

(b) any activity, enter into any agreement, undertaking, contract, assignment or certificate, appoint any agent and exercise any powers permitted to limited liability companies organized under the Act which are incidental to the foregoing or necessary, suitable or convenient to accomplish the foregoing, provided that the Company shall not be authorized to incur any indebtedness for borrowed money other than to finance or refinance the ownership, design, construction, equipping, testing, commissioning, operation, maintenance, repair, decommissioning and removal of the GLP Pipeline.

The limitations on the Company’s business and investment activities as set out in this Section 4 may not be altered except upon the approval of all the Members and the unanimous affirmative consent of the Managers of the Company, which shall at all times include at least one Independent Manager.

5. **Member.** Gulf LNG Energy, LLC, is the sole member of the Company (the “Member”).

6. **Sharing Ratios.** The Member shall receive the allocation of all profits, losses, gains, deductions and credits with respect to the operations of the Company.

7. **Contributions.** Without creating any rights in favor of any third party, the Member may, from time to time, make contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

8. **Distributions.** The Member shall be entitled (a) to receive all distributions (including, without limitation, liquidating distributions) made by the Company and (b) to enjoy all other rights, benefits and interests in the Company.

9. **Management.**

A. The management of the Company is fully reserved to a board of managers (the “Board of Managers”), who shall be appointed, removed or replaced by the Member. The powers of the Company shall be exercised by or under the authority of,

and the business and affairs of the Company shall be managed under the direction of, the Board of Managers, who shall make all decisions and take all actions for the Company. The Member may determine at any time in its sole and absolute discretion the number of Managers to constitute the Board of Managers. The authorized number of Managers may be increased or decreased by the Member at any time in its sole and absolute discretion upon notice to all Managers. The initial number of Managers shall be three, at least one of which shall be an Independent Manager. Each Manager elected, designated or appointed by the Member shall hold office until a successor is elected and qualified or until such Manager's earlier death, disability, retirement or removal by the Member. Managers need not be a Member. As of the date hereof, the Managers designated by the Member are Norman G. Holmes, Michael J. Varagona and William E. Matthews, IV, with William E. Matthews, IV being the Independent Manager.

B. An Independent Manager shall (i) accept his/her appointment as Independent Manager of the Company, (ii) acknowledge and agree that the Company was formed for the purpose described herein, and (iii) accept his/her powers, duties and responsibilities as set forth in this Agreement.

C. Upon the death, disability, removal, resignation or retirement of the Independent Manager, the Member shall appoint one or more individual Persons to serve as a successor to such deceased, disabled, removed, resigned or retired Independent Manager. Each such Independent Manager appointed by the Member shall satisfy the criteria of the "Independent Manager" as set forth in the definition thereof in Section 1 of this Agreement in order to be eligible for appointment by the Member as and for continuing service as such. Each such individual appointed by the Member as the Independent Manager shall certify in writing to the Member during the month of January during each year of the term of the Company, his or her continuing satisfaction of the Section 1 "Independent Manager" criteria.

D. As soon as possible after any Independent Manager no longer: (i) satisfies all of the Section 1 "Independent Manager" criteria, or (ii) wishes to serve as an Independent Manager, such individual shall in either case notify the Member of this fact in writing, and the Member shall appoint a successor to such individual as the Independent Manager, who shall become the Independent Manager effective on the date of such appointment by the Member.

E. Except as may be otherwise provided by law and this Agreement, the presence of a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board of Managers. If a quorum shall not be present at any meeting of the Board of Managers, the Managers present may adjourn the meeting from time-to-time, without notice other than announcement at the meeting, until a quorum shall be present.

F. Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Company shall not without the consent of at least one Independent Manager initiate bankruptcy proceedings involving the Company, reorganize, dissolve, liquidate, consolidate, merge, or transfer, assign or sell all or substantially all of its assets. Furthermore a decision not to resist a petition for involuntary bankruptcy in which the Company has been named as an involuntary debtor may not be taken by the Board of Managers without the consent of at least one Independent Manager.

G. Except as may be otherwise provided by law and this Agreement, the Managers may from time to time delegate to one or more persons such authority as the Managers may deem advisable and may elect one or more persons as a president, vice president, secretary, treasurer or any other title of an officer of the Company as determined by the Managers to act on behalf of the Company with respect to any matter or matters delegated to such person by the Managers. No officer need be a resident of the State of Delaware. In the event the Managers appoint a person as an officer of the Company, the Managers shall be deemed to have assigned and may thereafter assign titles to particular officers. Except as may be otherwise provided by law and this Agreement, unless the Managers decide otherwise, all officers of the Company, as between themselves and the Company, shall have such authority, perform such duties and manage the Company as provided below.

(a) The President. The President shall have the active, executive management of the operations of the Company, subject to the control of the Managers. The President shall, in general, perform all duties incident to the office of president and such other duties as from time to time may be assigned to him or her by the Managers.

(b) The Vice President. The Vice President shall have such powers and perform such duties as the Managers may from time to time prescribe or as the President may from time to time delegate to him or her. At the request of the President, the Vice President may temporarily act in place of the President. In the case of the death, absence, or inability to act of the President, the Managers may designate the Vice President to perform the duties of the President.

(c) The Secretary. The Secretary shall keep or cause to be kept the minutes of any Company meetings, shall see that all notices are duly given in accordance with the provisions of applicable law, shall be custodian of the records and, in general, shall perform all duties incident to the office of the secretary and such other duties as may from time to time be assigned by the Managers or by the President.

(d) The Treasurer. The Treasurer shall be the principal financial officer of the Company, shall have charge and custody of and be responsible for all funds of the Company and deposit all such funds in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Managers, shall

receive and give receipts for moneys due and payable to the Company from any source, and, in general, shall perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned by the Managers or by the President. The Treasurer shall render to the President and the Managers, whenever the same shall be required, an account of all transactions accomplished as treasurer and of the financial condition of the Company.

10. **Tax Matters.** The Company and the Managers shall comply with all requirements of the Internal Revenue Code of 1986, as amended, with respect to the Company. In this regard, the Company shall be disregarded for federal tax purposes as an entity separate from the Member as provided in Treasury Regulations Section 301.7701-3.

11. **Indemnification.** To the extent allowed under the laws of the State of Delaware, the Company shall indemnify the Managers and the Company's officers from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including reasonable legal fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, that relate to the operations of the Company as set forth in this Agreement in which a Manager or officer may be involved, or is threatened to be involved, as a party or otherwise, REGARDLESS OF WHETHER ARISING FROM ANY ACT OR OMISSION WHICH CONSTITUTED THE SOLE, PARTIAL OR CONCURRENT NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF SUCH MANAGER OR OFFICER, unless it is established that: (1) the act or omission of such Manager or officer was material to the matter giving rise to the proceeding and either was committed in bad faith or was the result of active and deliberate dishonesty; (2) such Manager or officer actually received an improper personal benefit in money, property or services; or (3) in the case of any criminal proceeding, such Manager or officer had reasonable cause to believe that the act or omission was unlawful. The termination of any proceeding by judgment, order or settlement does not create a presumption that a Manager or officer did not meet the requisite standard of conduct set forth in this Section 11. The termination of any proceeding by conviction or upon a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that a Manager or officer acted in a manner in which they would not be entitled to indemnification under this Section 11. Any indemnification pursuant to this Section 11 shall be made only out of the assets of the Company, including insurance proceeds, if any.

12. **Transfers.** Except as may be otherwise provided by law and this Agreement, the Member may freely transfer all or any part of its membership interest in the Company at any time, and any such transferee shall become an additional or substituted member of the Company, as applicable, with full rights of a member as set forth herein and in the Act.

13. **Dissolution.** Subject to Section 9 F, the Company shall dissolve and its affairs shall be wound up at such time, if any, as the Member and all of the Managers may elect or as may be required under the Act. Notwithstanding anything to the contrary contained in this Agreement, the expulsion, bankruptcy or dissolution of any of the Company's members or the occurrence of any other event that terminates the continued membership of any of the

Company's members shall not cause it to be dissolved or its affairs to be wound up, and upon the occurrence of any such event, it shall be continued without dissolution.

14. **Amendment.** This Agreement may be amended at any time by and with the consent of the Member and all of the Managers.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and shall be binding upon the party who executed the same, but all of such counterparts shall constitute the same agreement.

16. **Governing Law.** THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (EXCLUDING ITS CONFLICT-OF-LAWS RULES).

17. **Certification of Membership Interest.** The Member's membership interest in the Company shall be evidenced by a certificate of membership ("Certificate") issued by the Company in form and substance as approved by the Managers and shall be considered securities governed by Chapter 8 of the Uniform Commercial Code. Each Certificate shall be executed by a Manager of the Company and shall contain an appropriate legend regarding any restrictions on transfer.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed and shall be effective as of the date first written above.

GULF LNG ENERGY, LLC, the sole member

By: Southern Gulf LNG Company, LLC,
Manager of GULF LNG HOLDINGS
GROUP, LLC, sole member of GULF LNG
ENERGY (US), LLC, sole member of
GULF LNG ENERGY (SOUTH), LLC,
sole member of GULF LNG ENERGY
(MS), LLC, sole member of GULF LNG
ENERGY (PORT), LLC, its sole member

By: Michael J. Varagona 

Name: Michael J. Varagona

Title: Vice President

Gulf LNG Liquefaction Company, LLC)
Gulf LNG Energy, LLC and) Docket No. CP15- -000
Gulf LNG Pipeline, LLC)

**STATEMENT OF FINANCIAL
AND
CORPORATE RELATIONSHIPS**

18C.F.R. § 1538(a)(2)

EXPLANATORY STATEMENT

The exact legal name of the applicants are Gulf LNG Liquefaction Company, LLC (“GLLC”), Gulf LNG Energy, LLC (“GLE”), and Gulf LNG Pipeline, LLC (“GLP”). GLLC, GLE, and GLP are each owned by Gulf LNG Holdings Group, LLC, a Delaware limited liability company, which is owned 50 percent by Southern Gulf LNG Company, LLC, a wholly-owned subsidiary of Kinder Morgan, Inc. and operator of the Gulf LNG Terminal, and 30 percent by Thunderbird LNG, LLC (“Thunderbird”). Thunderbird is a wholly owned subsidiary of Thunderbird Resources Equity, LLC, which is jointly owned by GSO Capital Partners (“GSO”) and Chatham Asset Management. GSO is owned by The Blackstone Group, LP. The remaining 20 percent is owned by subsidiaries of Lightfoot Capital Partners, LP.

Gulf LNG Liquefaction Company, LLC)
Gulf LNG Energy, LLC and) Docket No. CP15- -000
Gulf LNG Pipeline, LLC)

STATEMENT OF COUNSEL

18C.F.R. §1538(a)(3)



June 19, 2015

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Room 1A
Washington, DC 20426

Re: **Gulf LNG Liquefaction Company, LLC,
Gulf LNG Energy, LLC and
Gulf LNG Pipeline, LLC**
Statement of Counsel – Exhibit C

Dear Ms. Bose:

Pursuant to 18 C.F.R. § 153.8(a)(3), undersigned counsel for the applicants, Gulf LNG Liquefaction Company, LLC (“GLLC”), Gulf LNG Energy, LLC (“GLE”) and Gulf LNG Pipeline, LLC (“GLP”), hereby states that the construction, operation, and modifications proposed herein are within the authorized powers of GLLC, GLE and GLP, respectively, and that all have complied with laws and regulations of the State of Mississippi, which is the state in which both companies will or have been operating.

Very truly yours,
GULF LNG LIQUEFACTION COMPANY, LLC

/s/ Patricia S. Francis

Patricia S. Francis
Assistant General Counsel

Gulf LNG Liquefaction Company, LLC)
Gulf LNG Energy, LLC and) Docket No. CP15- -000
Gulf LNG Pipeline, LLC)

LNG SAFETY DESIGN

18C.F.R. §1538(a)(5)

EXPLANATORY STATEMENT

The information specific to the safety of the Gulf LNG Liquefaction Project, which includes the GLLC Liquefaction Facilities, GLE Export Facilities and the GLP Interconnect Facilities, is included under separate cover in Resource Reports 11 and 13, provided herein as part of Exhibit F.

Gulf LNG Liquefaction Company, LLC)
Gulf LNG Energy, LLC and) Docket No. CP15- -000
Gulf LNG Pipeline, LLC)

SEISMIC INFORMATION

18C.F.R. §1538(a)(6)

EXPLANATORY STATEMENT

The information specific to the seismic review for the Gulf LNG Liquefaction Project, which includes the GLLC Liquefaction Facilities, the GLE Export Facilities and the GLP Interconnect Facilities, is included under separate cover in Resource Report 13, provided herein as part of Exhibit F.

Gulf LNG Liquefaction Company, LLC)
Gulf LNG Energy, LLC and) Docket No. CP15- -000
Gulf LNG Pipeline, LLC)

ENVIRONMENTAL REPORTS

18C.F.R. §1538(a)(7)

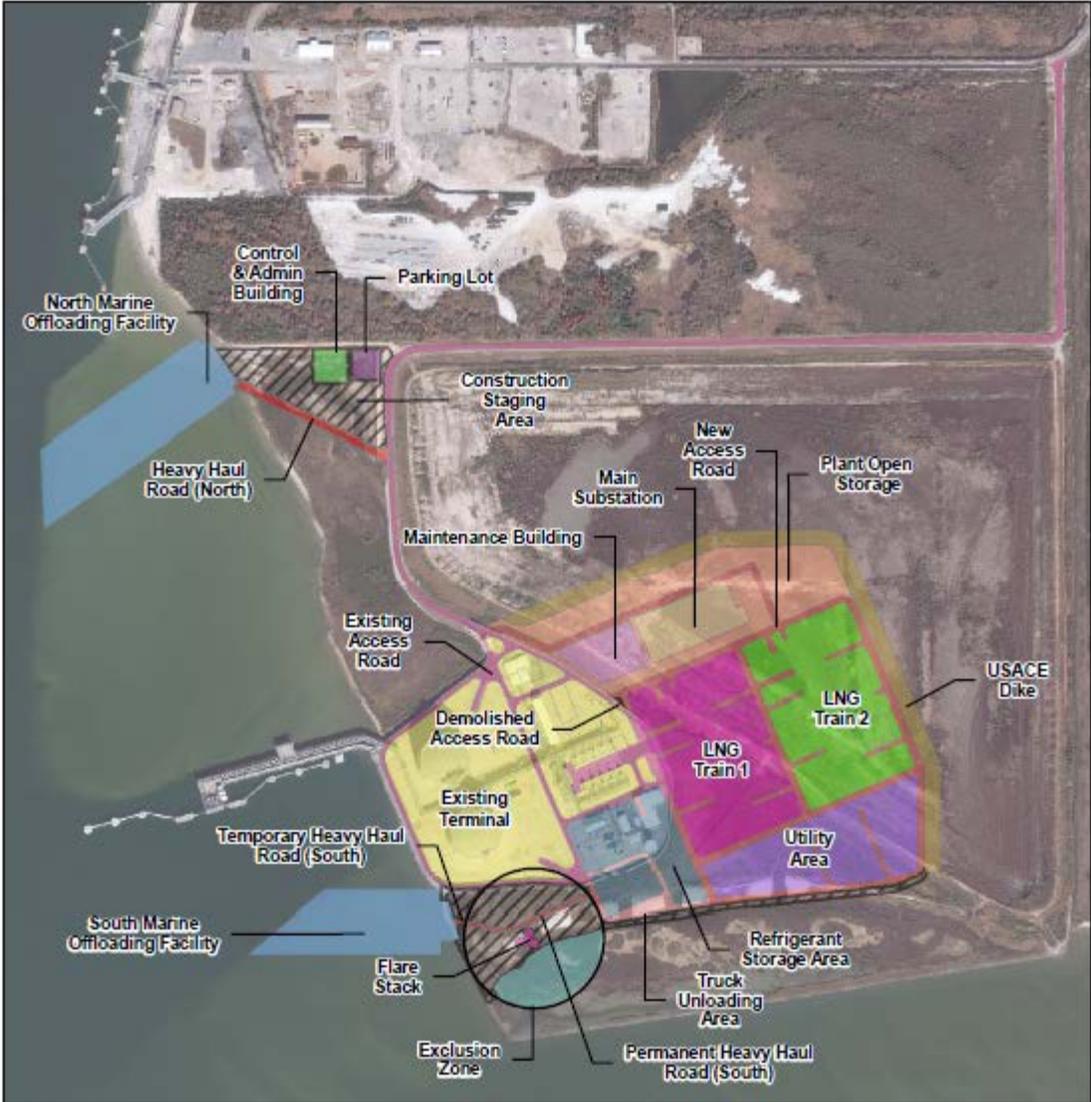
EXPLANATORY STATEMENT

Resource Reports 1 – 13 are provided under separate cover. In accordance with Sections 388.112(b) and 388.113 of the Commission’s regulations, and the Commission’s Order No. 769, Gulf LNG Liquefaction Company, LLC, Gulf LNG Energy, LLC and Gulf LNG Pipeline, LLC herein claim that certain portions of this Application contain (1) Critical Energy Infrastructure Information (“CEII”), and/or (2) commercially-sensitive , business confidential and proprietary information (“Privileged”). Therefore, as applicable, the appropriate information is marked as “Contains CEII Information - Do Not Release” or “Contains Privileged Information - Do Not Release.”

Gulf LNG Liquefaction Company, LLC)
Gulf LNG Energy, LLC and) Docket No. CP15- -000
Gulf LNG Pipeline, LLC)

LOCATION MAP

18C.F.R. §1538(a)(8)



Legend

	Construction Staging Area		Maintenance Building
	Control & Admin Building		Marine Offloading Facility
	Demolished Access Road		Meter Station
	Exclusion Zone		New Access Road
	Existing Access Road		Parking Lot
	Existing Terminal		Plant Open Storage
	Flare Stack		Refrigerant Storage Area
	Heavy Haul Road		Truck Unloading Area
	LNG Train 1		USACE Dike
	LNG Train 2		Utility Area
	Main Substation		

Notes:
 1. Sources: Digital Globe Satellite Imagery, 11/29/2014.

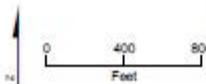


Figure 1.4-2
Project Facilities
 Gulf LNG Liquefaction Project
 Gulf LNG Liquefaction Company, LLC
 Jackson County, Mississippi

Gulf LNG Liquefaction Company, LLC)
Gulf LNG Energy, LLC and) Docket No. CP15- -000
Gulf LNG Pipeline, LLC)

FEDERAL AUTHORIZATIONS

18C.F.R. §1538(a)(9)

EXPLANATORY STATEMENT

The federal authorization information is included in Exhibit F, Resource Report 1, Table 1.10-1.