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By Docket Room at DOE/FE 4/18/14 via email

Larine A. Moore
 U.S. Department of Energy
 FE-34
 P.O. Box 44375
 Washington DC 20026-4375

April 15, 2014

Re: Strom, Inc.
 FE Docket No. 14-56 -LNG
 Application for Long-Term Authorization to Export Liquefied Natural Gas
 To Free Trade Agreement Countries (FTA).

Dear Ms. Moore:

Strom, Inc. ("Strom") is developing a project to export liquefied natural gas ("LNG") from the State of Florida, U.S.A. The LNG will be liquefied at our proposed 70 acres site located in Starke, Florida utilizing modular, scalable, portable LNG systems ("MLNG") such as those marketed by such companies as General Electric's ("GE") "LNG in a Box," Cryostar, Hamworthy, Chart, Linde, Air-Products, Siemens, Stirling Cryogenics, and/or other similar systems. Some of these MLNG can be mobilized in "less than three months". Each of these MLNG can produce from "500 to 50,000 gallons of LNG per day". As demand increases, Strom intends to continuously add MLNG units to increase production of LNG. Strom has begun the process of securing Federal Energy Regulatory Commission's ("FERC") authority for use of MLNG for such purpose.

On March 24, 2014 Strom filed a motion for declaratory order with the FERC relating to the regulation and permitting of these portable liquefaction systems. On March 27th 2014 FERC established a comment period on our Docket which ends on April 18, 2014.

Strom also intends to comply with Section 3 of the Natural Gas Act requiring pre-filing and will work with the FERC to ensure we are in compliance with FERC's rules. Pre-filing will be completed no later than September, 2014. This application to DOE/FE, however, is Strom's first application (the "Application") for authorization to export an amount not to exceed a total of 28.21 Billion Standard Cubic Feet per year of liquefied natural gas ("LNG") over a twenty-five year period. We further request that our authorization begin either on the date of first export or five years after authorization is granted, whichever occurs first. Such long-term authorization should permit us to export LNG which will be liquefied utilizing MLNG at Strom's proposed Starke, Florida location ("SFL") to Free Trade Agreement countries ("FTA") countries.

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Such long-term authorization should permit us to export to any country which currently has or may develop the capacity to import LNG via approved ISO IM07/TVAC-ASME LNG containers transported on ocean-going carriers and with which the United States currently has or in the future will have, a Free Trade Agreement.

We have submitted the application filing fee of \$50.00. Please acknowledge receipt of this Application by date-stamping it and return an electronic receipt of its filing to Strom.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael Lokey", is written over the typed name.

Mr. Michael Lokey, CEO

Strom, Inc.

1228 East 7th Ave.

Tampa, FL 33605

Contact: 727-230-8840

mlokey@stromlng.com

Attachments

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

14-56-LNG

STROM, INC.

Docket No.14-__-LNG

**APPLICATION OF STROM, INC.
FOR LONG-TERM AUTHORIZATION TO EXPORT LIQUEFIED NATURAL GAS TO
FREE TRADE AGREEMENT COUNTRIES**

Communications regarding this application should be addressed to:

Mr. Michael Lokey, CEO
Strom, Inc.
1228 East 7th Ave.
Tampa, FL 33605
Contact: 727-230-8840
mlokey@stromlng.com

April 14, 2014

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

Strom, Inc.

Docket No.14-_-LNG

**LNG APPLICATION OF STROM, INC.
FOR LONG-TERM AUTHORIZATION TO EXPORT LIQUEFIED NATURAL GAS
TO FREE TRADE AGREEMENT COUNTRIES**

In accordance with Section 3 of the Natural Gas Act¹ and Part 590 of the regulations of the Department of Energy ("DOE")² Strom, Inc. ("Strom") formally remits this application ("Application") to the DOE Office of Fossil Energy ("DOE/FE") for long-term, multi-contract authorization to export up to a total of 28.21 BSCF per annum³ of liquefied natural gas ("LNG") for a 25-year period, commencing on the earlier of the date of first export or five years from the date the requested authorization is granted. Strom requests that such authorization allow it to export LNG from its proposed liquefaction location in Starke, Florida ("SFL") utilizing small to medium size, scalable, portable, liquefaction systems similar to "LNG in a Box," developed by General Electric (GE), or similar systems marketed by companies such as Cryostar, Hamworthy, Chart, Linde, Air-Products, Siemens, Stirling Cryogenics and/or others ("MLNG") to any country which has, or in the future develops, the capacity to import LNG via approved ISO IM07/TVAC-ASME LNG containers transported on ocean-going carriers, and with which the United States currently has, or in the future will have, a Free Trade Agreement ("FTA").⁴

Strom has filed a Motion for Declaratory Order ("MDO") with the Federal Energy Regulatory Commission (FERC) requesting clarification of FERC's authority or intension to regulate MLNG as proposed by Strom in its motion to FERC to liquefy LNG for export and other purposes.

Strom will be filing two separate applications with DOE/FE requesting long-term, multi-contract

¹ 15 U.S.C. § 717b (2011).

² 10 C.F.R. § 590 (2011).

³ Approximately 28.21 billion standard cubic feet ("bscf") per year. This represents the maximum total of LNG that Strom expects to export in any year during the period of authorization to FTA countries.

⁴ The United States currently has FTA requiring national treatment for trade in natural gas and LNG with Australia, Bahrain, Canada, Chile, Columbia, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Jordan, Korea, Mexico, Nicaragua, Oman, Peru, Panama, and Singapore. The FTA with Costa Rica does not require national treatment for trade in natural gas.

149

authorization to export LNG to any country located within Specific Non-Free Trade Agreement countries which include: The Bahamas, Haiti, Jamaica, Antigua and Barbuda, St. Lucia, Curacao, Aruba, Grenada, Dominica, Cayman Islands, St. Kitts and Nevis, St. Marten, St. Martin, Turks and Caicos Islands, Guadeloupe, Martinique, St. Vincent and the Grenadines, Tortola British Virgin Islands, Anguilla, St. Barthelemy, and Montserrat ("SNFTA") and an application for other countries that do not currently have Free Trade Agreements with the United States ("ONFTA"). The ONFTA will exclude any authorization granted in any SNFTA authorization. Both the SNFTA and the OFTA are countries with which the United States does not have an FTA requiring national treatment for trade in natural gas and LNG, and which has developed or in the future will develop the capacity to import LNG via approved ISO IM07/TVAC-ASME LNG containers transported on ocean-going carriers, and with which trade is not otherwise prohibited by United States law or policy.

Inasmuch as applications such as this one, which request export authorization to countries with which the United States has an FTA, are reviewed pursuant to the standards established by the Energy Policy Act of 1992, Strom understands that DOE/FE will perform a public interest analysis before it grants Strom's SNFTA and OFTA Applications. Section 3(c) of the Natural Gas Act, as amended by § 201 of the Energy Policy Act of 1992, established a statutory presumption that exports to FTA countries must be authorized. Such exports are "deemed to be within the public interest," and applications for such exportation "shall be granted without modification or delay."⁵

In support of this Application, Strom respectfully states the following:

I.

DESCRIPTION OF APPLICANT

The exact legal name of the applicant is Strom, Inc. Strom is a Corporation organized under the laws of the State of Florida. The principal place of business of Strom is located at 1228 East 7th Ave.

Tampa, FL 33605. The Strom's portable liquefaction facility will be located in Starke, Florida on a

⁵ 15 U.S.C. § 717b(c) (2010). ("For purposes of [15 U.S.C. § 717b (a)] of this section, the importation of the natural gas referred to in [15 U.S.C. § 717b (b)] of this section, or the exportation of natural gas to a nation with which there is in effect a free trade agreement requiring national treatment for trade in natural gas, shall be deemed to be consistent with the public interest, and applications for such importation or exportation shall be granted without modification or delay.")

70+/- acres parcel.

Stocks in Strom are held equally by Mr. Michael Lokey, Mr. Dean Wallace and Atlantic Development, LLC. Each stockholder of Strom is either U.S. Citizens or Permanent Resident of the United States. Each Stockholder of Strom has consistently resided in the United States for at last 13 years. Strom is a majority owned minority and woman owned business. Strom's subsidiary Atlantic Renewable Resources, Inc. is currently under contract with client in the Caribbean to provide 24/7 power "utilizing LNG". Strom continues to develop relationship with a large portfolio of commercial entities in the Caribbean and Latin America for LNG supply for power generation, transportation and other purposes. The principals of Strom have in excess of 25 years in alternative and renewable energy. Strom is a niche company focusing on providing LNG and power generation to clients in the FTA and Non-FTA region where use of diesel is the primary source of energy production. Strom maintains a large network of affiliates throughout the region. Strom was one of the first companies to execute long term agreement with a major commercial client in the Caribbean for power generation using LNG.

II.

COMMUNICATIONS

Communications regarding this application should be directed to the following:

Michael Lokey, CEO
Strom, Inc.
1228 East 7th Ave.
Tampa, FL 33605
Contact: 727-230-8840
mlokey@stromlng.com

III.

AUTHORIZATION REQUESTED

Strom requests long-term, multi-contract authorization to export up to a total of 28.21 Billion Standard Cubic Feet per annum of LNG which will be produced at its Starke, Florida location ("SFL") for a period of 25 years beginning the earlier of the dates of first export, or the fifth anniversary of the date authorization is granted by DOE/FE. Strom requests that such long-term authorization provide for export from its SFL, to any country that has, or in the future will have, the capacity to import LNG via approved ISO IM07/TVAC-ASME LNG containers transported on ocean-going carriers, and with which the United States currently has, or in the future will have, an FTA requiring the national treatment for trade in natural gas and LNG.

No facility modifications or additions will be required in order for Strom to export LNG from the United States. Strom will liquefy natural gas utilizing MLNG technology, subject to Federal Energy Regulatory Commission ruling pursuant Strom's FERC request for MDO⁶ which seeks a formal ruling from FERC regarding the use of MLNG technology for such purposes. By MLNG technology, Strom would be able to export LNG sooner than larger facilities that require FERC approval for construction an "LNG Terminal". These MLNG systems as Strom contends in its filing with FERC, do not require FERC approval.

Strom will transport the LNG from its SFL within the United States over both highways and via rail, and will transport LNG to buyers in approved ISO IM07/TVAC-ASME LNG containers transported on ocean-going carriers. Containers and carriers used for transportation within the United States will comply with all Association of American Railroads and United State Department of Transportation regulations, and the third parties with which Strom will be contracting to handle such transportation will comply with all hazardous material and cryogenic handling regulations and requirements, including employee training, in addition to obtaining any state permits required for transportation of LNG.

The natural gas or feed gas ("NG") to be liquefied and exported by Strom will be produced utilizing MLNG systems at Strom's SFL. Strom's MDO pursuant to FERC Docket number CP14-121-000 supports Strom's intensions to produce LNG utilizing MLNG. The NG to be liquefied will come from the robust and liquid United States natural gas market, which now includes natural gas produced from shale deposits.

⁶ See Strom, Inc. motion for declaratory order Docket #CP14-121-000 with FERC dated March 27, 2014. http://elibrary.ferc.gov/idmws/file_list.asp?accession_num=20140327-3073

Specifically, Strom's source of NG will be from one of or combination of three natural gas pipeline companies regulated by FERC and currently supplies NG for sale in Florida. These facilities will include the 1) Florida Gas Transmission Company ("FGTC") and 2) Gulfstream Natural Gas Systems ("GNGS"). Additionally, the Florida Public Service Commission ("FPSC") recently approved Sabal Trail Transmission ("STT")⁷ which will provide NG through Southwest Alabama, through Georgia and down to central and south Florida. Upon completion of the STT, Strom intends to acquire additional supply from STT. Strom will be purchasing NG from FGTC, GNGS and/or STT under long term purchase agreements. Strom also intends to purchase from utilities that have excess NG, and which have obtained appropriate regulatory approval, if required, for the sales of such excess capacity.

Strom has entered into an option to purchase agreement in Starke, Florida for its specific natural gas liquefaction location, as described earlier. This 70+/- acres location, as described in Appendix C, provides Strom the specific location for liquefaction utilizing MLNG systems. This location coupled with FERC's expeditious processing of Strom's MDO order suggest Strom would be in a position to liquefy NG without extended construction delays as experienced by companies seeking to "construct" permanent LNG Terminals. DOE/FE has previously found that this commitment conforms to the requirements of 10 C.F.R. § 590.202(b), which calls upon applicants to supply transaction-specific information "to the extent practicable."⁸ As noted above, Strom is currently involved in negotiations with NG suppliers, and will file all executed long-term contracts with the DOE/FE under seal, following their execution. Strom expects to begin exporting LNG from SFL 2014 to 2016, at the earliest.

As noted above, this application is submitted pursuant to the standard established by the Energy Policy Act of 1992, under which applications for export to FTA countries are deemed to be in the public interest, and must be granted without modification or delay.⁹ Strom's application is presumptively in the public interest, and

⁷ See FPSC approval document <http://www.floridapsc.com/home/news/?id=1093>

⁸ *Sabine Pass Liquefaction, LLC*, FE Docket No. 10-85-LNG, Order No. 2833 (Sept. 7, 2010). 10 C.F.R. 590.202(b) requests certain information, "to the extent applicable," and "supported to the extent practicable by necessary data or documents," regarding the source and security of the natural gas supply proposed for export, including contract volume and a description of the specific gas reserves supporting the project during the time of the requested export authorization; see also, Freeport LNG Expansion, L.P. and FLNG Liquefaction, LLC, FE Docket No. 10-160-LNG, Order No. 2913 (February 10, 2011).

⁹ 15 U.S.C. § 717b(c) (2010), *supra* note 5.

the long-term authorization requested by Strom is also compatible with the principles established by DOE/FE's Policy Guidelines,¹⁰ which promote free and open trade by minimizing federal control and involvement in energy markets, and DOE Delegation Order No. 0204-111, which requires "consideration of the domestic need for the gas to be exported."

As DOE/FE recently has recognized, United States consumers currently have access to substantial quantities of natural gas, as a result of, among other things, technological advances that have allowed for development of previously undeveloped reserves of domestic shale gas.¹¹

In accordance with the AEO2014 Early Release Overview ("AEO2014"), "cumulative production of dry natural gas from 2012 to 2040 in the AEO2014 Reference case is about 11% higher than in AEO2013 primarily reflecting continued growth in shale gas production resulting from the dual application of horizontal drilling and hydraulic fracturing. Another contributing factor is ongoing drilling in shale and other plays with high concentrations of NGL and crude oil, which in energy-equivalent terms have a higher value than dry natural gas. Cumulative production levels for tight gas and onshore associated-dissolved gas from oil formations exceed those in AEO2013 through 2040 by 9% and 36%, respectively, making material contributions to the overall increase in production. In the AEO2014 Reference case, the United States becomes a net exporter of LNG in 2016, and it becomes an overall net exporter of natural gas in 2018, two years earlier than in AEO2013. U.S. exports of LNG from new liquefaction capacity are expected to surpass 2 Tcf by 2020 and increase to 3.5 Tcf in 2029. Large volumes of domestic shale gas reserves and its development and extraction, as well as continued low production costs, will enable the United States to develop significant quantities of natural gas and LNG, which will be able to meet domestic demand for decades to come, and, as a result, also will provide an over-capacity of natural gas and LNG that would be available for export. The decrease in natural gas prices from 2008 to 2010 provides evidence of such over-capacity. Ongoing improvements in advanced technologies for crude oil and natural gas production continue to lift domestic supply and reshape the U.S. energy economy. Domestic production of crude oil (including lease condensate) increases sharply in the AEO2014 Reference case, with annual growth averaging 0.8 million barrels per day

¹⁰ Policy Guidelines and Delegation Orders Relating to the Regulation of Imported Natural Gas, 49 Fed. Reg. 6,684 (Feb. 22, 1984).

¹¹ Cheniere Marketing, LLC, FE Docket No. 10-31-LNG, Order No. 2795 (June 1, 2010)

(MMbbl/d) through 2016, when it totals 9.5 MMbbl/d.... While domestic crude oil production is expected to level off and then slowly decline after 2020 in the Reference case, natural gas production grows steadily, with a 56% increase between 2012 and 2040, when production reaches 37.6 trillion cubic feet (Tcf).” As outlined in AEO 2014, natural gas supply continues to exceed projections.

Strom will produce LNG at its SFL for export and domestic consumption in transportation, industrial, commercial and other uses. These quantities are relatively small when compared to those included in recent export applications received by the DOE/FE. DOE/FE's approval of this Application will benefit small to medium size companies, in addition to supporting President Obama's National Export Initiative signed in 2010.¹²

IV.

ENVIRONMENTAL IMPACT

As stated above, in the majority of cases, no new facilities (or modifications to any existing facilities) would be required in order for Strom to liquefy and export LNG. In the limited cases in which the owners of natural gas facilities that sell and deliver natural gas to Strom opt to make minor modifications to their facilities to either accommodate the additional volume of natural gas resulting from such deliveries, or to account for the temperature requirements of natural gas versus other liquefied petroleum products, those owners of the facilities will obtain the necessary state, local, or federal permits before any such modifications or deliveries occur. Approval of this Application therefore would not constitute a federal action significantly affecting the human environment within the meaning of the National Environmental Policy Act.¹³ Secondly, since Strom intends to utilize MLNG systems to liquefy natural gas, any environmental impact would be none to minimal. The design and specification of these portable liquefaction systems will meet all local and federal environmental permitting requirements and permitted by the appropriate governing agency to the

¹² Exec. Order No. 13534, 75 Fed. Reg. 12433 (March 11, 2010).

¹³ 42 U.S.C. § 4231, et seq.; Categorical Exclusion 85.7, 10 C.F.R. Part 1021, Subpart D, Appendix B.

manufacturer.

The MLNG system(s) will be connected directly to the NG supplier and able to demobilize in a “moment’s notice”. The MLNG systems Strom intends to utilize are often referred in the industry as “plug and play”. They are modular systems designed to be assembled in a “few months rather than years” and provides for efficient and expeditious demobilization and relocation. Strom intend to liquefy NG and load directly into ISO approved containers for immediate shipment to customers, thereby minimizing onsite storage.

V.

APPENDICES

The following exhibits are submitted as part of this Application:

Appendix A Verification

Appendix B Opinion of Counsel

Appendix C Specific Liquefaction Location- Lease Option Agreement

VI.

CONCLUSION

WHEREFORE, for the reasons set forth above, Strom respectfully requests that DOE/FE grant the long-term, multi-contract export authorization requested herein. DOE/FE has deemed requests such as this complies with DOE/FE rules pursuant to recent DOE/FE order for Magnolia LNG, LLC dated March 5, 2014.¹⁴

Respectfully submitted,

Mr. Michael Lokey, CEO
 Strom, Inc.
 1228 East 7th Ave.
 Tampa, FL 33605
 mlokey@stromlng.com

¹⁴ See DOE/FE Order No. 3406, Magnolia LNG, LLC Order #3406

MLC

APPENDIX A

CERTIFIED STATEMENT

County of Pinellas


State of Florida

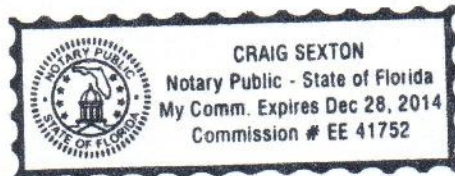
I, Michael Lokey, being duly sworn on his oath, do hereby affirm that I am CEO of Strom, Inc.; that I am familiar with the contents of this application; and that the matters set forth therein are true and correct to the best of my knowledge, information and belief.



Michael Lokey

Sworn to and subscribed before me, a Notary Public, in and for the State of Florida, this 18
day of April 2014


4/18/14





NATOLI-LAPIN, LLC

Natoli-Lapin, LLC
304 Park Avenue South, 11th Floor
New York, NY 10010
(212) 537-4436
Moshe@LanternLegal.com

February 7, 2014

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

RE: Strom Inc.
Application for Long-Term Authorization to Export Liquefied Natural Gas

Dear Mr. Anderson:

This opinion is submitted pursuant to 10 C.F.R. 590.202(c) of the Department of Energy administrative procedures. We have acted as counsel to Strom, Inc., a Florida Corporation (the "Company") in connection with a review of the Company's Articles of Incorporation to ensure compliance with 10 C.F.R. 590.202(c).

In rendering this opinion, we have reviewed and relied upon originals or copies of the Articles of Incorporation of the Company, as filed on July 25, 2013 with the Florida Secretary of State dated as of July 25, 2013, and the above-referenced application to the U.S. Department of Energy (the "Application").

The opinion set forth below is limited to the Florida Act as in effect on this date. We express no opinion as to the applicability or effect of any other laws of such jurisdiction or the laws of any other jurisdictions.

Based on the foregoing, we are of the opinion that the proposed export of natural gas, as described in the Application, is within the powers of the Company.

Very truly yours,

Moshe D. Lapin, Esq.
Natoli-Lapin, LLC
304 Park Ave. South 11th Floor
New York, NY 10010
212-537-4436
Moshe@LanternLegal.com



LIGHTING THE WAY
FOR ENTREPRENEURS!

NON-BINDING LETTER OF INTENT

This Non-Binding Letter of Intent ("Letter") is made on this 14th day of April, 2014, by and between the following parties: Strom, Inc., Florida (hereinafter referred to as the "Buyer"); and WWONE Starke, LLC (hereinafter referred to as the "Seller").

In consideration of the mutual promises and covenants herein, the parties hereby agree as follows:

1. BROKER

The legal broker in this transaction shall be [REDACTED]

2. PROPERTY DESCRIPTION

Property: +/- 70 acres Sec 33 Township 6S Range 22E Bradford County.

3. DUE DILIGENCE

4. CLOSING DATE

Closing: 60 days from Effective Date of Contract.

5. PURCHASE PRICE

Seller and Buyer agree that the price shall be: [REDACTED]

6. DEPOSIT

Deposit due upon execution of formal Contract: [REDACTED]

7. EXPENSES

Closing costs: all paid by Buyer including, without limitation, documentary stamp tax on deed, title and lien searches, title insurance policy premium, taxes and insurance.

[Handwritten mark]

8. DISCLOSURE

Upon execution, Buyer shall have the right to utilize this Letter in any permitting inquiry or supply this information to any governmental authority on a "need to know basis". [REDACTED]

[REDACTED] Buyer understands that this is not a final agreement to purchase and shall not cause any obligation to Seller prior to closing.

9. BROKER COMMISSION

Pursuant to separate agreement between Seller and Broker, Seller agrees to pay the Transaction Broker any commission due to Transaction Broker as a direct result of any closing of purchase between the Buyer and Seller.

10. [REDACTED]

[REDACTED]
[REDACTED] receive prior to the final purchase agreement. This agreement [REDACTED]
[REDACTED] is negotiated in good faith and both Buyer and Seller shall make reasonable good faith efforts to enter into a formal contract and to close. [REDACTED]
[REDACTED]
[REDACTED]

11. ACCEPTANCE

This Letter shall expire at [REDACTED] unless executed by Seller and Buyer. Upon execution by Seller and return to Buyer, Buyer shall execute within 24 hours and return to Seller. Electronic Receipt of the fully executed Offer to Purchase by Seller is acceptable to Buyer.

Allic

12. GOOD FAITH AGREEMENT

The below signatures constitute both parties expression that they are willing to proceed in good faith to negotiate a mutually acceptable Purchase. Execution of this Proposal shall not obligate either party to accept any particular terms, but will preclude both parties from insisting on any terms that are inconsistent with those terms described in this [REDACTED]. It is expressly agreed that the form and content of the final purchase agreement must be mutually acceptable to both parties, their respective counsel, and Strom, Inc., board of directors, and that if a mutually acceptable final purchase agreement is not agreed to, executed and delivered by both parties on or [REDACTED], neither party shall have any further obligation to continue negotiating with the other.

Notwithstanding anything in this Letter to the contrary, THIS IS FOR DISCUSSION PURPOSES ONLY AND NO BINDING AGREEMENT SHALL EXIST UNLESS AND UNTIL A FORMAL CONTRACT IS EXECUTED AND DELIVERED BY BOTH PARTIES.

BUYER: NAME: STROM INC.

X 

Michael E. Lokey, CEO

Accepted this 15th day of April, 2014

SELLER: NAME: WWONE STARKE, LLC.

BY: Weekley Bros, Leasing Ltd., Manager

By: D. Weekley Enterprises, LLC, Its General Partner

X 
Daniel P. Weekley, Manager

Accepted this 14th day of April, 2014