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RECEIVED

By Docket Room at 4:11 pm, Nov 30, 2022

November 30, 2022

Ms. Amy Sweeney, Director
Office of Regulation, Analysis and Engagement
Office of Fossil Energy and Carbon Management
Forrestal Building, FE-34
1000 Independence Ave. S.W.
Washington, D.C. 20585

**Re: In the Matter of Cheniere Marketing, LLC & Corpus Christi Liquefaction, LLC
FECM Docket Nos. 12-97-LNG, 12-99-LNG, & 19-124-LNG
DOE/FECM Order Nos. 3164, 3638, 4519, & 4799 (each as may have been amended)
In the Matter of Corpus Christi Liquefaction, LLC (as successor to Corpus Christi Liquefaction Stage III, LLC)
FECM Docket No. 18-78-LNG
DOE/FECM Order Nos. 4277 & 4490 (each as may have been amended)
Long-Term Contract**

Dear Ms. Sweeney:

Cheniere Marketing, LLC (“Cheniere Marketing”) and Corpus Christi Liquefaction, LLC (“CCL”) hereby submit¹ for filing under seal, a non-redacted copy of each of the agreements listed on Schedule 1 to this letter (the “Agreements”). Cheniere Marketing and CCL also hereby submit² for filing under seal, a non-redacted copy of the Assignment, Assumption and Consent Agreement, dated March 15, 2022, among Corpus Christi Liquefaction Stage III, LLC (“CCL3”), Sabine Pass Liquefaction, LLC (“Sabine Pass”), and Tourmaline Oil Marketing Corp. (“TOU”) (the “Assignment Agreement”). The Assignment Agreement assigns to Sabine Pass the previously submitted long-term gas supply agreement entered into by CCL3 and TOU on July 15, 2021 (the “GSA”). Upon the effectiveness of the Assignment Agreement, CCL3 ceased to be a party to the GSA and Sabine Pass became the “buyer” under the GSA.

Cheniere Marketing and CCL are also filing herewith a public summary of the major provisions of the underlying long-term contracts to which each of the Agreements relate. This filing is being submitted in accordance with Department of Energy, Office of Fossil Energy and Carbon Management (“DOE/FECM”) Order Nos. 3164, 3638, 4519, 4799, 4277, and 4490 (each as may have been amended).³ Cheniere Marketing and CCL hereby request confidential treatment of

¹ The Agreements are being sent to DOE/FECM by overnight mail.

² The Assignment Agreement is being sent to DOE/FECM by overnight mail and is also being filed contemporaneously under DOE/FECM Docket Nos. 10-85-LNG, 10-111-LNG, 13-30-LNG, 13-42-LNG, 13-121-LNG, 14-92-LNG, 15-63-LNG & 19-125-LNG.

³ *Cheniere Marketing, LLC & Corpus Christi Liquefaction, LLC*, DOE/FECM Order No. 3164, Ordering Paragraph D, FECM Docket No. 12-99-LNG (October 16, 2012) (granting Cheniere Marketing and CCL authorization to engage in long-term exports of LNG to free trade agreement nations); *Cheniere Marketing, LLC & Corpus Christi Liquefaction, LLC*, DOE/FECM Order No. 3638, Ordering Paragraph I, FECM Docket No. 12-97-LNG (May 12, 2015) (granting Cheniere Marketing and CCL authorization to engage in long-term exports of LNG to non-free trade agreement nations); *Cheniere Marketing, LLC & Corpus Christi Liquefaction, LLC*, DOE/FECM Order No. 4519, Ordering Paragraph D, FECM Docket No. 19-124-LNG (April 14, 2020) (granting Cheniere Marketing and CCL authorization to engage in long-term exports of LNG to free trade agreement nations); *Cheniere Marketing, LLC & Corpus Christi Liquefaction, LLC*, DOE/FECM Order No. 4799, Ordering Paragraph I, FECM Docket No.

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the Agreements and the Assignment Agreement filed herewith, as they contain commercially sensitive information.

Should you have any questions, please contact the undersigned at (713) 375-5000.

Respectfully submitted,

/s/ Taylor Johnson
Taylor Johnson
Cheniere Marketing, LLC and Corpus Christi Liquefaction, LLC

19-124-LNG (March 16, 2022) (granting Cheniere Marketing and CCL authorization to engage in long-term exports of LNG to non-free trade agreement nations); *Corpus Christi Liquefaction, LLC*, DOE/FECM Order No. 4277, Ordering Paragraph D, FECM Docket No. 18-78-LNG (November 9, 2018) (granting CCL, as successor of CCL3, authorization to engage in long-term exports of LNG to free trade agreement nations); and *Corpus Christi Liquefaction, LLC*, DOE/FECM Order No. 4490, Ordering Paragraph I, FECM Docket No. 18-78-LNG (February 10, 2020) (granting CCL, as successor of CCL3, authorization to engage in long-term exports of LNG to non-free trade agreement nations).

Schedule 1

- LNG Sale and Purchase Agreement (FOB), dated November 1, 2022, between CCL and Cheniere Marketing International LLP (“CMI”)
- Letter Agreement Amendment, dated November 1, 2022, to LNG Sale and Purchase Agreement (FOB), dated June 15, 2022, between CCL (as successor to CCL3) and CMI
- Letter Agreement Amendment, dated November 1, 2022, to LNG Sale and Purchase Agreement (FOB), dated December 30, 2019, between CCL and CMI
- LNG Sale and Purchase Agreement (FOB), dated November 1, 2022, between CCL and CMI

Major Provisions Summary

**LNG SALE AND PURCHASE AGREEMENT (FOB), DATED NOVEMBER 1, 2022,
BETWEEN CORPUS CHRISTI LIQUEFACTION, LLC
AND CHENIERE MARKETING INTERNATIONAL LLP**

1. DOE Order/FECM Docket No(s):

DOE/FECM Order Nos. 3164, 3638, 4519, 4799, 4277, & 4490 (each as may have been amended)

FECM Docket Nos. 12-97-LNG, 12-99-LNG, 19-124-LNG, & 18-78-LNG

2. LNG Liquefaction/Export Facility and Location:

LNG may be delivered by Seller to Buyer at the Corpus Christi Liquefaction Project (located near Corpus Christi, Texas, in San Patricio and Nueces Counties) or at any number of liquefaction plants, subject to the terms and conditions of the contract.

3. Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc):

The contract was entered into by Corpus Christi Liquefaction, LLC, which is the owner of the Corpus Christi Liquefaction Project, and Cheniere Marketing International LLP, which is an affiliate of Corpus Christi Liquefaction, LLC.

4. Exact Legal Name of Parties/Counterparties to Contract:

Seller: Corpus Christi Liquefaction, LLC

Buyer: Cheniere Marketing International LLP

5. a. Contract Type (e.g. Purchase and Sale Agreement; Liquefaction Tolling Agreement, etc.):

LNG Sale and Purchase Agreement

b. Firm or Interruptible Contract:

Firm

6. Date of the Contract:

November 1, 2022

7. Contract Term:

Approximately 15 years

8. Annual Quantity:

A plateau quantity of approximately 132,000,000 MMBtus per full calendar year, subject to the terms and conditions of the contract.

9. Take or Pay (or equivalent) Provisions/Conditions:

Pursuant to the terms of the contract, during any contract year, the Seller is obliged to make available to Buyer the scheduled cargo quantity, or compensate Buyer if not made available, unless otherwise excused under the contract. Similarly, during any contract year, the Buyer is obliged to take and pay for the scheduled cargo quantity, or compensate the Seller if not taken, unless otherwise excused under the contract.

10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate:

Not applicable

11. Legal Name of Entity(ies) that has(have) Title to the Natural Gas and LNG through the LNG Facility until Export (at the Flange of the Vessel):

Corpus Christi Liquefaction, LLC or other entity (as applicable, depending upon delivery point)

12. Export Destination Restrictions in the Contract:

The contract restricts resale or transfer of LNG received by the Buyer under the contract to destination countries permitted under (i) the applicable DOE/FECM export authorizations and (ii) U.S. law.

13. Resale Provisions:

The contract provides for the parties to agree to comply with the applicable export authorizations, including incorporating into any resale contract for LNG sold under the contract the necessary conditions to ensure compliance with the applicable export authorizations.

14. Other Major Non-proprietary Provisions, if applicable:

None