

July 27, 2015

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Mr. John Anderson
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**Re: In the Matter of Cheniere Marketing, LLC and Corpus Christi Liquefaction, LLC
FE Docket Nos. 12-97-LNG and 12-99-LNG
DOE/FE Order Nos. 3638, 3164 and 3164-A
Long-Term Contracts**

Dear Mr. Anderson:

Cheniere Marketing, LLC (“CMI”) and Corpus Christi Liquefaction, LLC (“CCL”) hereby submit for filing under seal, non-redacted copies of the following long-term sale and purchase agreements (“SPAs”) and amendments for the sale of liquefied natural gas (“LNG”) from the Corpus Christi Liquefaction Project:

- A. November 28, 2014 – Amended and Restated Foundation Customer LNG Sale and Purchase Agreement between CCL and Cheniere Marketing International, LLP (and corresponding June 26, 2015 Amendment)
- B. November 28, 2014 – Amended and Restated Base LNG Sale and Purchase Agreement between CCL and Cheniere Marketing International, LLP (and corresponding June 26, 2015 Amendment)
- C. February 24, 2015 – Amendment No. 1 to the SPA with Électricité de France, S.A.
- D. July 15, 2015 – Amendment No. 2 to the SPA with Électricité de France, S.A.

CMI and CCL are also filing herewith public summaries of the major provisions of the SPAs and amendments submitted under seal. This filing is being submitted in accordance with DOE/FE Order No. 3164, as amended by DOE/FE Order No. 3164-A,¹ and DOE/FE Order No. 3638.²

¹ *Cheniere Marketing, LLC*, DOE/FE Order No. 3164, Ordering Paragraph D, FE Docket No. 12-99-LNG (Oct. 16, 2012) (granting CMI authorization to engage in long-term exports of LNG to free trade agreement nations); *Cheniere Marketing, LLC*, DOE/FE Order Nos. 3538 and 3164-A, FE Docket Nos. 12-97-LNG and 12-99-LNG (Oct. 29, 2014) (authorizing the addition of CCL as an authorization holder under DOE/FE Order No. 3164).

² *Cheniere Marketing, LLC & Corpus Christi Liquefaction, LLC*, DOE/FE Order No. 3638, Ordering Paragraph I, FE Docket No. 12-97-LNG (May 12, 2015) (granting CMI and CCL authorization to engage in long-term exports of LNG to non-free trade agreement nations).

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CMI and CCL hereby request confidential treatment of all SPAs and amendments filed herewith, as they contain commercially sensitive information.³

Should you have any questions, please contact the undersigned at (212) 318-3009.

Respectfully submitted,

/s/ Lisa M. Tonery

Lisa M. Tonery
Mariah T. Johnston
*Attorneys for
Cheniere Marketing, LLC and
Corpus Christi Liquefaction, LLC*

³ The SPAs and amendments are being sent to DOE/FE by overnight mail.

**Sale and Purchase Agreements and Amendments
Major Provisions Summaries**

AMENDMENT NO. 1 OF LNG SALE AND PURCHASE AGREEMENT, DATED FEBRUARY 24, 2015 BETWEEN CORPUS CHRISTI LIQUEFACTION, LLC AND ÉLECTRICITÉ DE FRANCE, S.A.

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

DOE Order Nos. 3638, 3164, & 3164-A
FE Docket Nos. 12-97-LNG & 12-99-LNG

2. LNG Liquefaction/Export Facility and Location:

Corpus Christi Liquefaction Project located near Corpus Christi, Texas, in San Patricio and Nueces Counties.

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

The contract has been entered into by Corpus Christi Liquefaction, LLC, the owner of the Corpus Christi Liquefaction Project.

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

Seller: Corpus Christi Liquefaction, LLC
Buyer: Électricité de France, S.A.

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

Amendment to LNG Sale and Purchase Agreement.

6. Date of the Contract:

February 24, 2015.

7. Contract Term:

Not applicable.*

8. Annual Quantity:

Amends the July 17, 2014 LNG Sale and Purchase Agreement to remove the Bridging Volumes and amends definition of designated train.

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

Not applicable.*

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

Not applicable.*

* No changes from the prior version of the Agreement

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):

Not applicable.*

12. Export Destination Restrictions in the Contract:

Not applicable.*

13. Resale Provisions:

Not applicable.*

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

Not applicable.*