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September 16, 2019

Ms. Amy Sweeney, Director  
Office of Regulatory and International Engagement  
Office of Fossil Energy  
Forrestal Building, FE-34, Room 3E-052  
1000 Independence Ave., S.W.  
Washington, D.C. 20585

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

Dear Ms. Sweeney:

Cheniere Marketing, LLC ("Cheniere Marketing") and Corpus Christi Liquefaction, LLC ("CCL") hereby submit<sup>1</sup> for filing under seal, a non-redacted copy of the following contracts (collectively, the "Contracts"): (a) a NAESB Base Contract for Sale and Purchase of Natural Gas (a "Base Contract") and a Transaction Confirmation, entered into by CCL on June 1, 2015 and May 22, 2018 (respectively) with Pioneer Natural Resources USA, Inc. ("Pioneer"); and (b) a Base Contract and a Transaction Confirmation, entered into by CCL on May 1, 2016 and June 21, 2018 (respectively) with Targa Gas Marketing LLC ("Targa"). Under the respective Contracts, Pioneer and Targa (as applicable) will sell and CCL will purchase natural gas on a long-term basis. CCL intends to liquefy the natural gas purchased from Pioneer and Targa at the Corpus Christi Liquefaction Project.

Cheniere Marketing and CCL are also filing herewith a public summary of the major provisions of the Contracts. This filing is being submitted in accordance with Department of Energy, Office of Fossil Energy ("DOE/FE") Order No. 3164, as amended by DOE/FE Order No. 3164-A,<sup>2</sup> and DOE/FE Order No. 3638.<sup>3</sup> Cheniere Marketing and CCL hereby request confidential treatment of the Contracts 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*

<sup>1</sup> The Contracts are being sent to DOE/FE by overnight mail.

<sup>2</sup> *Cheniere Marketing, LLC*, DOE/FE Order No. 3164, Ordering Paragraph D, FE Docket No. 12-99-LNG (Oct. 16, 2012) (granting Cheniere Marketing 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).

<sup>3</sup> *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 Cheniere Marketing and CCL authorization to engage in long-term exports of LNG to non-free trade agreement nations).

**Long-Term Supply Contract  
Major Provisions Summary**

**GAS SALES AGREEMENT  
BETWEEN CORPUS CHRISTI LIQUEFACTION, LLC AND  
PIONEER NATURAL RESOURCES USA, INC.**

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

DOE Order Nos. 3164, 3164-A & 3638

FE Docket Nos. 12-97-LNG & 12-99-LNG

**2. Exact Legal Name of Parties/Counterparties to Contract:**

Seller: Pioneer Natural Resources USA, Inc.

Buyer: Corpus Christi Liquefaction, LLC

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

Gas sales agreement

**4. Date of the Contract(s):**

Base Contract – June 1, 2015

Transaction Confirmation – May 22, 2018

**5. Supply Period:**

Five years

**6. Annual Contract Quantity:**

Approximately 18,250,000 MMBtu

**7. Take or Pay Provisions:**

Pursuant to the terms of the contracts, in respect of any day, the Seller is obliged to deliver to Buyer a specified quantity of gas, or compensate the Buyer if not made available, unless otherwise excused under the contract. Similarly, in respect of any day, the Buyer is obliged to take a specified quantity of gas, or compensate the Seller if not taken, unless otherwise excused under the contract.