



Cheniere Energy, Inc.
700 Milam Street, Suite 1900
Houston, Texas 77002
phone: 713.375.5000
fax: 713.375.6000

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

**LETTER AGREEMENT AMENDMENT, DATED NOVEMBER 1, 2022,
TO LNG SALE AND PURCHASE AGREEMENT (FOB), DATED DECEMBER 30, 2019,
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:

No changes from the prior version of the SPA.

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

No changes from the prior version of the SPA.

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

No changes from the prior version of the SPA.

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

Amendment of LNG Sale and Purchase Agreement

b. Firm or Interruptible Contract:

No changes from the prior version of the SPA.

6. Date of the Contract:

November 1, 2022

7. Contract Term:

No changes from the prior version of the SPA.

8. Annual Quantity:

No changes from the prior version of the SPA.

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

No changes from the prior version of the SPA.

10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or

short-term supply, or both), if appropriate:

No changes from the prior version of the SPA.

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):

No changes from the prior version of the SPA.

12. Export Destination Restrictions in the Contract:

No changes from the prior version of the SPA.

13. Resale Provisions:

No changes from the prior version of the SPA.

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

None