

**RECEIVED**

By Docket Room at 4:02 pm, Nov 09, 2021



700 Milam Street, Suite 1900  
Houston, Texas 77002  
phone: 713.375.5000  
fax: 713.375.6000

November 9, 2021

Ms. Amy Sweeney, Director  
Office of Regulation, Analysis and Engagement  
Office of Fossil Energy  
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  
FE Docket Nos. 12-97-LNG, 12-99-LNG, & 19-124-LNG;  
DOE/FE Order Nos. 3164, 3638, & 4519 (each as may have been amended)  
Long-Term Contract**

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 long-term sale and purchase agreement (the “SPA”) entered into by Cheniere Marketing on October 22, 2021 with Glencore Ltd. (“Glencore”) for the long-term sale and export of liquefied natural gas (“LNG”) from the Corpus Christi Liquefaction Project. Under the SPA, LNG may also be delivered by Cheniere Marketing to Glencore from other sources, including from the Sabine Pass LNG Terminal.<sup>2</sup>

Cheniere Marketing and CCL are also filing herewith a public summary of the major provisions of the SPA. This filing is being submitted in accordance with Department of Energy, Office of Fossil Energy (“DOE/FE”) Order Nos. 3164, 3638, and 4519 (each as may have been amended).<sup>3</sup> Cheniere Marketing and CCL hereby request confidential treatment of the SPA filed herewith, as it contains 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 SPA is being sent to DOE/FE by overnight mail.

<sup>2</sup> The SPA is also being filed contemporaneously under DOE/FE 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.

<sup>3</sup> *Cheniere Marketing, LLC*, DOE/FE Order No. 3164, Ordering Paragraph D, FE Docket No. 12-99-LNG (October 16, 2012) (granting Cheniere Marketing authorization to engage in long-term exports of LNG to free trade agreement nations); *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); *Cheniere Marketing, LLC & Corpus Christi Liquefaction, LLC*, DOE/FE Order No. 4519, Ordering Paragraph D, FE 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).

**LNG Sale and Purchase Agreement  
Major Provisions Summary**

**LNG SALE AND PURCHASE AGREEMENT (FOB), DATED OCTOBER 22, 2021,  
BETWEEN CHENIERE MARKETING, LLC AND GLENCORE LTD.<sup>1</sup>**

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

DOE/FE Order Nos. 3164, 3638, & 4519 (each as may have been amended)  
FE Docket Nos. 12-97-LNG, 12-99-LNG, & 19-124-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 Cheniere Marketing, LLC, which is an affiliate of Corpus Christi Liquefaction, LLC (the owner of the Corpus Christi Liquefaction Project).

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

Seller: Cheniere Marketing, LLC  
Buyer: Glencore Ltd.

**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:**

October 22, 2021

**7. Contract Term:**

Pursuant to the terms of the contract, a supply period of approximately thirteen (13) years, beginning in 2023.

**8. Annual Quantity:**

An amount equal to approximately forty-two million (42,000,000) MMBtus per full calendar year, subject to the terms and conditions of the contract.

---

<sup>1</sup> This SPA is also being filed contemporaneously under DOE/FE 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.

**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/FE 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