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**RECEIVED**

**By Docket Room at 10:38 am, Jan 21, 2021**

January 21, 2021

Ms. Amy Sweeney, Director  
Office of Regulatory and International Engagement  
Office of Fossil Energy  
Forrestal Building, FE-34, Room 3E-052  
1000 Independence Avenue, 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, 3164-A, 3164-B, 3638, 3638-B, 4519, & 4519-A  
Long-Term Contract**

Dear Ms. Sweeney:

Cheniere Marketing, LLC and Corpus Christi Liquefaction, LLC (“CCL”) hereby notify the Department of Energy, Office of Fossil Energy of a change in counterparty to a previously submitted long-term sale and purchase agreement (“SPA”) entered into by CCL for the sale and long-term export of liquefied natural gas from the Corpus Christi Liquefaction Project. The SPA, dated May 30, 2014, between CCL and Iberdrola, S.A. was assigned by Iberdrola, S.A. to Iberdrola Generación España, S.A.U. pursuant to an instrument dated December 23, 2020. Other than the change in counterparty, no other terms and conditions of the SPA have been changed as a result of the assignment.

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

Respectfully submitted,

/s/ Taylor Johnson

Taylor Johnson

**LNG SALE AND PURCHASE AGREEMENT (FOB), DATED MAY 30, 2014  
BETWEEN CORPUS CHRISTI LIQUEFACTION, LLC AND IBERDROLA  
GENERACIÓN ESPAÑA, S.A.U.**

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

DOE 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:**

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: Iberdrola Generación España, S.A.U.

**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:**

May 30, 2014.

**7. Contract Term:**

Supply period of approximately 20 years from the date of first commercial delivery. The contract term can be extended for up to 10 years by Buyer notifying Seller.

**8. Annual Quantity:**

An amount equal to 39,680,000 MMBtu per contract year.<sup>4</sup>

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<sup>4</sup> This SPA includes the right to take initial Bridging Volumes of 19,840,000 MMBtus.

**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 with respect to each cargo in the adjusted annual contract 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 with respect to each cargo included in the adjusted annual contract 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

**12. Export Destination Restrictions in the Contract:**

The contract restricts exports of LNG received by the buyer from the Corpus Christi Liquefaction Project 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.

The parties agree to take no action, or omit to take any action, that would violate any law applicable to that party.

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

None.