

RECEIVED

By DOE/FE at 4:21 pm, Mar 23, 2018



Orrick, Herrington & Sutcliffe LLP

51 West 52nd Street
New York, NY 10019-6142

+1 212 506 5000

orrick.com

Lisa Tonerly

E ltonery@orrick.com

D +1 212 506 3710

F +1 212 506 5151

March 23, 2018

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
DOE/FE Order Nos. 3638, 3164 and 3164-A
Long-Term Contracts, Amendments and Assignments**

Dear Ms. Sweeney:

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 and assignments thereto (collectively, "Contracts") for the sale of liquefied natural gas ("LNG") from the Corpus Christi Liquefaction Project:

- A. March 20, 2015 – Amended and Restated SPA with PT Pertamina (Persero)¹
- B. September 5, 2016 – Assignment of the SPA with Gas Natural Fenosa LNG SL
- C. December 27, 2016 – Amendment No. 2 to the Base SPA with Cheniere Marketing International LLP
- D. January 8, 2018 – Amendment No. 2 to the SPA with EDP Energias De Portugal S.A.
- E. January 12, 2018 – SPA with Trafigura Pte Ltd²
- F. February 8, 2018 – SPA with PetroChina International Company Limited
- G. February 8, 2018 – SPA with PetroChina International Company Limited
- H. February 27, 2018 – Amendment No. 1 to the SPA with Gas Natural Fenosa LNG GOM, Limited

CMI and CCL are also filing herewith public summaries 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,³

¹ Amends, supersedes and replaces entirely the two previously filed SPAs between CCL and PT Pertamina (Persero) dated 12/4/13 and 7/1/14, respectively.

² 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.

³ *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).

Ms. Amy Sweeney
March 23, 2018
Page 2



and DOE/FE Order No. 3638.⁴ CMI and CCL hereby request confidential treatment of the Contracts filed herewith, as they contain commercially sensitive information.⁵

Additionally, CMI and CCL hereby notify DOE/FE of the termination of the November 28, 2014 Foundation Customer LNG Sale and Purchase Agreement between CCL and Cheniere Marketing International LLP (and any amendments thereto) filed with DOE/FE on July 27, 2015.⁶

Should you have any questions, please contact the undersigned at (212) 506-3710.

Respectfully submitted,

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

⁴ *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).

⁵ The Contracts are being sent to DOE/FE by overnight mail.

⁶ The Termination Agreement is being sent to DOE/FE by overnight mail.

**Sale and Purchase Agreement
Major Provisions Summaries**

**LNG SALE AND PURCHASE AGREEMENT, DATED FEBRUARY 8, 2018 BETWEEN
CHENIERE MARKETING INTERNATIONAL LLP AND PETROCHINA INTERNATIONAL
COMPANY LIMITED**

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

DOE Order Nos. 3164, 3164-A, & 3638.
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 Cheniere Marketing International LLP, 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 International LLP.
Buyer: PetroChina International Company Limited.

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:

February 8, 2018.

7. Contract Term:

Pursuant to the terms of the contract, a supply period of 25 years beginning in 2018.

8. Annual Quantity:

Pursuant to the terms of the contract, an amount equal to 14,700,000 MMBtus per contract year.

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.

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.

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

Not applicable.