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**RECEIVED**

**By Docket Room at 1:37 pm, Jul 03, 2019**

July 3, 2019

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. 3164, 3164-A & 3638  
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 Novation and Amendment Agreement, dated May 22, 2019, between Cheniere Marketing, Sabine Pass Liquefaction, LLC (“Sabine Pass”) and Vitol Inc. (“Vitol”), among others (the “Novation and Amendment Agreement”). The Novation and Amendment Agreement assigns to Sabine Pass the previously submitted long-term sale and purchase agreement (“SPA”) entered into by Cheniere Marketing and Vitol on September 14, 2018. The Novation and Amendment Agreement contains certain conditions to its effectiveness.

Cheniere Marketing and CCL are also filing herewith a public summary of the major provisions of the SPA, as assigned and amended by the Novation and Amendment Agreement. 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 Novation and Amendment Agreement 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 Novation and Amendment Agreement is 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).

**Novation and Amendment of LNG Sale and Purchase Agreement  
Major Provisions Summary**

**LNG SALE AND PURCHASE AGREEMENT (FOB), DATED SEPTEMBER 14, 2018,  
BETWEEN SABINE PASS LIQUEFACTION, LLC (AS ASSIGNEE OF CHENIERE  
MARKETING, LLC) AND VITOL INC., AS ASSIGNED AND AMENDED BY THE  
NOVATION AND AMENDMENT AGREEMENT, DATED MAY 22, 2019**

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

DOE/FE Order Nos. 3164, 3164-A & 3638  
FE Docket Nos. 12-97-LNG & 12-99-LNG

**2. LNG Liquefaction/Export Facility and Location:**

LNG may be delivered by Seller to Buyer from any number of liquefaction plants, including at the Sabine Pass LNG Terminal (located in Cameron Parish, Louisiana).

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

The contract was initially entered into by Cheniere Marketing, LLC, an affiliate of Corpus Christi Liquefaction, LLC (the owner of the Corpus Christi Liquefaction Project). Cheniere Marketing, LLC has assigned the contract, subject to satisfaction of certain conditions, to Sabine Pass Liquefaction, LLC, the owner of the Sabine Pass LNG Terminal.

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

Seller: Sabine Pass Liquefaction, LLC  
Buyer: Vitol Inc.

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

Novation and Amendment of LNG Sale and Purchase Agreement

**b. Firm or Interruptible Contract:**

As to the novated and amended SPA, no changes from the prior version of the SPA.

**6. Date of the Contract:**

May 22, 2019

**7. Contract Term:**

As to the novated and amended SPA, no changes from the prior version of the SPA.

**8. Annual Quantity:**

As to the novated and amended SPA, no changes from the prior version of the SPA.

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

As to the novated and amended SPA, 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:**

As to the novated and amended SPA, 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):**

As to the novated and amended SPA, no changes from the prior version of the SPA.

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

As to the novated and amended SPA, no changes from the prior version of the SPA.

**13. Resale Provisions:**

As to the novated and amended SPA, no changes from the prior version of the SPA.

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

None