

July 27, 2015

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Mr. John Anderson  
Office of Fuels Programs,  
Fossil Energy U.S. Department of Energy  
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**Re: In the Matter of Cheniere Marketing, LLC and Corpus Christi Liquefaction, LLC  
FE Docket Nos. 12-97-LNG and 12-99-LNG  
DOE/FE Order Nos. 3638, 3164 and 3164-A  
Long-Term Contracts**

Dear Mr. Anderson:

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 for the sale of liquefied natural gas (“LNG”) from the Corpus Christi Liquefaction Project:

- A. November 28, 2014 – Amended and Restated Foundation Customer LNG Sale and Purchase Agreement between CCL and Cheniere Marketing International, LLP (and corresponding June 26, 2015 Amendment)
- B. November 28, 2014 – Amended and Restated Base LNG Sale and Purchase Agreement between CCL and Cheniere Marketing International, LLP (and corresponding June 26, 2015 Amendment)
- C. February 24, 2015 – Amendment No. 1 to the SPA with Électricité de France, S.A.
- D. July 15, 2015 – Amendment No. 2 to the SPA with Électricité de France, S.A.

CMI and CCL are also filing herewith public summaries of the major provisions of the SPAs and amendments submitted under seal. This filing is being submitted in accordance with DOE/FE Order No. 3164, as amended by DOE/FE Order No. 3164-A,<sup>1</sup> and DOE/FE Order No. 3638.<sup>2</sup>

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<sup>1</sup> *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).

<sup>2</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 CMI and CCL authorization to engage in long-term exports of LNG to non-free trade agreement nations).

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CMI and CCL hereby request confidential treatment of all SPAs and amendments filed herewith, as they contain commercially sensitive information.<sup>3</sup>

Should you have any questions, please contact the undersigned at (212) 318-3009.

Respectfully submitted,

/s/ Lisa M. Tonery

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

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<sup>3</sup> The SPAs and amendments are being sent to DOE/FE by overnight mail.

**Sale and Purchase Agreements and Amendments  
Major Provisions Summaries**

**AMENDED AND RESTATED BASE LNG SALE AND PURCHASE AGREEMENT (FOB)  
DATED NOVEMBER 28, 2014 BETWEEN CORPUS CHRISTI LIQUEFACTION, LLC AND  
CHENIERE MARKETING INTERNATIONAL, LLP**

**and**

**AMENDMENT NO. 1 OF AMENDED AND RESTATED BASE LNG SALE AND PURCHASE  
AGREEMENT (FOB) DATED JUNE 26, 2015 BETWEEN CORPUS CHRISTI LIQUEFACTION,  
LLC AND CHENIERE MARKETING INTERNATIONAL, LLP**

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

DOE Order Nos. 3638, 3164, & 3164-A  
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 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: Cheniere Marketing International, LLP

**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:**

November 28, 2014, amended June 26, 2015.

**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:**

Established annually.

**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, and as amended conforms the language of the agreement to the requirements of the DOE/FE orders.

**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, and as amended conforms the language of the agreement to the requirements of the DOE/FE orders.

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.