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August 6, 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**

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

- A. May 16, 2018 – Amended and Restated SPA with Trafigura Pte Ltd¹
- B. May 16, 2018 – SPA with Trafigura Pte Ltd
- C. May 22, 2018 – SPA with Cheniere Marketing International LLP

CMI and CCL are also filing herewith public summaries of the major provisions of the SPAs. 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,² and DOE/FE Order No. 3638.³ CMI and CCL hereby request confidential treatment of the Contracts filed herewith, as they contain commercially sensitive information.⁴

¹ Amends, supersedes and replaces entirely the previously filed SPA between CMI and Trafigura Pte Ltd. dated January 12, 2018. 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.

² *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).

³ *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).

⁴ The SPAs are being sent to DOE/FE by overnight mail.

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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

**Sale and Purchase Agreement
Major Provisions Summaries**

**AMENDED AND RESTATED LNG SALE AND PURCHASE AGREEMENT (FOB),
DATED MAY 16, 2018, BETWEEN CHENIERE MARKETING, LLC AND TRAFIGURA
PTE LTD¹**

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:

Sabine Pass Liquefaction Project (located in Cameron Parish, Louisiana) or 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, LLC, which is an affiliate of Sabine Pass Liquefaction, LLC (the owner of the Sabine Pass Liquefaction Project) and 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: Trafigura Pte Ltd.

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

Amended and Restated LNG Sale and Purchase Agreement.

b. Firm or Interruptible Contract:

Firm.

6. Date of the Contract:

May 16, 2018.

7. Contract Term:

Pursuant to the terms of the contract, supply period beginning in 2019 and ending in 2033, unless earlier terminated pursuant to its terms.

¹ Amends, supersedes and replaces entirely the previously filed SPA between Cheniere Marketing, LLC and Trafigura Pte Ltd. dated January 12, 2018. 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.

8. Annual Quantity:

An amount equal to 53,200,000 MMBtus per contract year, subject to the terms and conditions of the contract.

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):

Sabine Pass Liquefaction, LLC or Corpus Christi Liquefaction, LLC (as applicable).

12. Export Destination Restrictions in the Contract:

The contract restricts exports of LNG received by the Buyer from the Corpus Christi Liquefaction Project or the Sabine Pass 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:

None.