

10:41 AM, NOV. 14, 2018



Cheniere Energy, Inc.  
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November 14, 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. 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 a long-term sale and purchase agreement ("SPA"), entered into by Cheniere Marketing International LLP ("CMI") on November 8, 2018 with Polskie Gornictwo Naftowe i Gazownictwo S.A. ("PGNIG") for the long-term sale of liquefied natural gas ("LNG") from the Corpus Christi Liquefaction Project. Under the SPA, LNG may also be delivered by CMI to PGNIG from other sources, including from the Sabine Pass LNG Terminal.<sup>2</sup>

Cheniere Marketing and CCL are also filing herewith a public summary of the major provisions of the SPA. 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>3</sup> and DOE/FE Order No. 3638.<sup>4</sup> Cheniere Marketing and CCL hereby request confidential treatment of the SPA 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 SPA is being sent to DOE/FE by overnight mail.

<sup>2</sup> 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.

<sup>3</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>4</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).

**LNG Sale and Purchase Agreement  
Major Provisions Summary**

**LNG SALE AND PURCHASE AGREEMENT (DES), DATED NOVEMBER 8, 2018,  
BETWEEN CHENIERE MARKETING INTERNATIONAL LLP AND POLSKIE GORNICTWO  
NAFTOWE I GAZOWNICTWO S.A.<sup>1</sup>**

**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 the Corpus Christi Liquefaction Project (located near Corpus Christi, Texas, in San Patricio and Nueces Counties) and 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 has been entered into by Cheniere Marketing International LLP, which is an affiliate of Corpus Christi Liquefaction, LLC (the owner of the Corpus Christi LNG Terminal).

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

Seller: Cheniere Marketing International LLP  
Buyer: Polskie Gornictwo Naftowe I Gazownictwo S.A.

**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 8, 2018

**7. Contract Term:**

Pursuant to the terms of the contract, a supply period of approximately 24 years, beginning in 2019.

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<sup>1</sup> 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 75,600,000 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):**

Corpus Christi Liquefaction, LLC or other entity (as applicable, depending upon delivery point)

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

The contract restricts resale or transfer of LNG received by the Buyer under the contract 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