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REVIEWED

By Docket Room at 2:15 pm, Aug 27, 2024

August 27, 2024

Ms. Amy Sweeney, Director
Office of Regulation, Analysis and Engagement
Office of Fossil Energy and Carbon Management
Forrestal Building, FE-34
1000 Independence Ave. S.W.
Washington, DC 20585

**Re: In the Matter of Cheniere Marketing, LLC & Corpus Christi Liquefaction, LLC
FECM Docket Nos. 12-97-LNG, 12-99-LNG, & 19-124-LNG
DOE/FECM Order Nos. 3164, 3638, 4519, & 4799 (each as may have been amended)
In the Matter of Corpus Christi Liquefaction, LLC (as successor to Corpus Christi Liquefaction Stage III, LLC)
FECM Docket No. 18-78-LNG
DOE/FECM Order Nos. 4277 & 4490 (each as may have been amended)
Long-Term Contract
In the Matter of Corpus Christi Liquefaction, LLC; CCL Midscale 8-9, LLC;
and Cheniere Marketing, LLC
FECM Docket No. 23-46-LNG
DOE/FECM Order No. 5019 (as may have been amended)**

Dear Ms. Sweeney:

Cheniere Marketing, LLC (“Cheniere Marketing”), Corpus Christi Liquefaction, LLC (“CCL”) and CCL Midscale 8-9, LLC (together with Cheniere Marketing and CCL, “Corpus”) hereby submit¹ for filing under seal, a non-redacted copy of the long-term sale and purchase agreement (“SPA”) entered into by Cheniere Marketing on July 31, 2024 with Galp Trading S.A. (“Galp”) for the long-term sale and export of liquefied natural gas (“LNG”) from the Corpus Christi Liquefaction Project. Under the SPA, LNG may also be delivered by Cheniere Marketing to Galp from other sources, including from the Sabine Pass LNG Terminal.²

Corpus is 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 and Carbon Management (“DOE/FECM”) Order Nos. 3164, 3638, 4519, 4799, 4799, 4277, 4490, and 5019 (each as may have been amended).³ Corpus hereby request confidential treatment of the SPA

¹ The SPA is being sent to DOE/FECM by overnight mail.

² This SPA is also being filed contemporaneously under DOE/FECM Docket Nos. 10-85-LNG, 10-111-LNG, 13-30-LNG, 13-42-LNG, 13-121-LNG, 14-92-LNG, 15-63-LNG & 19-125-LNG.

³ *Cheniere Marketing, LLC & Corpus Christi Liquefaction, LLC*, DOE/FECM Order No. 3164, Ordering Paragraph D, FECM Docket No. 12-99-LNG (October 16, 2012) (granting Cheniere Marketing and CCL authorization to engage in long-term exports of LNG to free trade agreement nations); *Cheniere Marketing, LLC & Corpus Christi Liquefaction, LLC*, DOE/FECM Order No. 3638, Ordering Paragraph I, FECM 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); *Cheniere Marketing, LLC & Corpus Christi Liquefaction, LLC*, DOE/FECM Order No. 4519, Ordering Paragraph D, FECM Docket No. 19-124-LNG (April 14, 2020) (granting Cheniere Marketing and CCL authorization to engage in long-term exports of LNG to free trade agreement nations); *Cheniere Marketing,*

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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
Corpus Christi Liquefaction, LLC
CCL Midscale 8-9, LLC

LLC & Corpus Christi Liquefaction, LLC, DOE/FECM Order No. 4799, Ordering Paragraph I, FECM Docket No. 19-124-LNG (March 16, 2022) (granting *Cheniere Marketing* and CCL authorization to engage in long-term exports of LNG to non-free trade agreement nations); *Corpus Christi Liquefaction, LLC*, DOE/FECM Order No. 4277, Ordering Paragraph D, FECM Docket No. 18-78-LNG (November 9, 2018) (granting CCL, as successor of *Corpus Christi Liquefaction Stage III, LLC*, authorization to engage in long-term exports of LNG to free trade agreement nations); *Corpus Christi Liquefaction, LLC*, DOE/FECM Order No. 4490, Ordering Paragraph I, FECM Docket No. 18-78-LNG (February 10, 2020) (granting CCL, as successor of *Corpus Christi Liquefaction Stage III, LLC*, authorization to engage in long-term exports of LNG to non-free trade agreement nations); and *Corpus Christi Liquefaction, LLC*; *CCL Midscale 8-9, LLC*; and *Cheniere Marketing, LLC*, DOE/FECM Order No. 5019, Ordering Paragraph D, FECM Docket No. 23-46-LNG (July 19, 2023) (granting CCL, *CCL Midscale 8-9, LLC* and *Cheniere Marketing* authorization to engage in long-term exports of LNG to free trade agreement nations).

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

**LNG SALE AND PURCHASE AGREEMENT (FOB), DATED JULY 31, 2024, BETWEEN
CHENIERE MARKETING, LLC AND GALP TRADING S.A.**

1. DOE Order/FECM Docket No(s)¹:

DOE/FECM Order Nos. 3164, 3638, 4519, 4799, 4277, 4490 & 5019(each as may have been amended)

FECM Docket Nos. 12-97-LNG, 12-99-LNG, 19-124-LNG, 18-78-LNG & 23-46-LNG

2. LNG Liquefaction/Export Facility and Location:

LNG may be delivered by Seller to Buyer at the Corpus Christi Liquefaction Project (located near Corpus Christi, Texas, in San Patricio and Nueces Counties) or at any number of liquefaction plants, subject to the terms and conditions of the contract.

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

The contract was entered into by Cheniere Marketing, LLC, which is 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, LLC

Buyer: Galp Trading 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:

July 31, 2024

7. Contract Term:

Pursuant to the terms of the contract, a supply period of more than twenty (20) years, beginning in 2027.

¹ This SPA is also being filed contemporaneously under DOE/FECM Docket Nos. 10-85-LNG, 10-111-LNG, 13-30-LNG, 13-42-LNG, 13-121-LNG, 14-92-LNG, 15-63-LNG & 19-125-LNG.

8. Annual Quantity:

Approximately 25,000,000 MMBtus per full calendar year (with a lower annual quantity during each of the first few years), 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/FECM 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