# LNG SALE AND PURCHASE AGREEMENT (FOB), DATED JANUARY 12, 2018 BETWEEN CHENIERE MARKETING, LLC AND TRAFIGURA PTE LTD\*

### 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:

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, an affiliate of Sabine Pass Liquefaction, LLC (the owner of the Sabine Pass Liquefaction Project) and 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: Trafigura Pte Ltd.

# 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:

January 12, 2018.

#### 7. Contract Term:

Pursuant to the terms of the contract, a supply period of 15 years beginning in 2019.

## 8. Annual Quantity:

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

<sup>\*</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.

## 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 Sabine Pass Liquefaction Project and the Corpus Christi 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.