

**LNG SALE AND PURCHASE AGREEMENT (FOB), DATED MAY 30, 2014
BETWEEN CORPUS CHRISTI LIQUEFACTION, LLC AND IBERDROLA, S.A.**

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: Iberdrola, 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:

May 30, 2014.

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:

An amount equal to 39,680,000 MMBtu per contract year.⁴

⁴ This SPA includes the right to take initial Bridging Volumes of 19,840,000 MMBtus.

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.

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.

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.