UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

FORM 10-K

X ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the fiscal year ended December 31, 2017

OR

□ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to



CHENIERE ENERGY, INC. (Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)

700 Milam Street, Suite 1900

Houston, Texas

(Address of principal executive offices)

Registrant's telephone number, including area code: (713) 375-5000 Securities registered pursuant to Section 12(b) of the Act:

Common Stock, \$ 0.003 par value

(Title of Class)

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes 🗵 No 🗖

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes 🗆 No 🗵

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes 🗵 No 🗖

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (\$232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes 🗵 No 🗆

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	\mathbf{X}	Accelerated filer	
Non-accelerated filer	□ (Do not check if a smaller reporting company)	Smaller reporting company	
		Emerging growth company	

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes 🗖 No 🗵

The aggregate market value of the registrant's Common Stock held by non-affiliates of the registrant was approximately \$11.5 billion as of June 30, 2017.

237,656,695 shares of the registrant's Common Stock, \$0.003 par value, were outstanding as of February 15, 2018.

Documents incorporated by reference: The definitive proxy statement for the registrant's Annual Meeting of Stockholders (to be filed within 120 days of the close of the registrant's fiscal year) is incorporated by reference into Part III.

NYSE American

95-4352386

(I.R.S. Employer Identification No.)

77002

(Zip code)

(Name of each exchange on which registered)

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DEFINITIONS

As used in this annual report, the terms listed below have the following meanings:

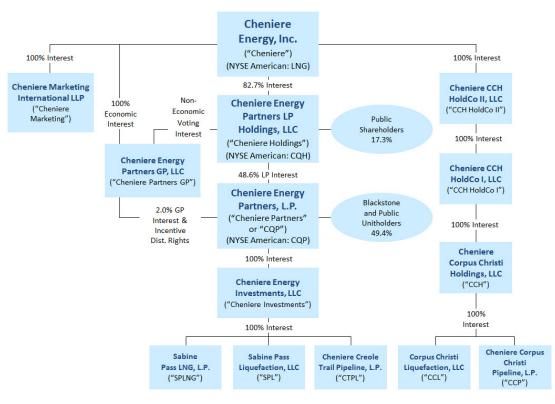
Common Industry and Other Terms

Bcf	billion cubic feet
Bcf/d	billion cubic feet per day
Bcf/yr	billion cubic feet per year
Bcfe	billion cubic feet equivalent
DOE	U.S. Department of Energy
EPC	engineering, procurement and construction
FERC	Federal Energy Regulatory Commission
FTA countries	countries with which the United States has a free trade agreement providing for national treatment for trade in natural gas
GAAP	generally accepted accounting principles in the United States
Henry Hub	the final settlement price (in USD per MMBtu) for the New York Mercantile Exchange's Henry Hub natural gas futures contract for the month in which a relevant cargo's delivery window is scheduled to begin
LIBOR	London Interbank Offered Rate
LNG	liquefied natural gas, a product of natural gas that, through a refrigeration process, has been cooled to a liquid state, which occupies a volume that is approximately 1/600th of its gaseous state
MMBtu	million British thermal units, an energy unit
mtpa	million tonnes per annum
non-FTA countries	countries with which the United States does not have a free trade agreement providing for national treatment for trade in natural gas and with which trade is permitted
SEC	U.S. Securities and Exchange Commission
SPA	LNG sale and purchase agreement
TBtu	trillion British thermal units, an energy unit
Train	an industrial facility comprised of a series of refrigerant compressor loops used to cool natural gas into LNG
TUA	terminal use agreement

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Abbreviated Legal Entity Structure

The following diagram depicts our abbreviated legal entity structure as of December 31, 2017, including our ownership of certain subsidiaries, and the references to these entities used in this annual report:



Unless the context requires otherwise, references to 'Cheniere," the "Company," "we," "us" and "our" refer to Cheniere Energy, Inc. and its consolidated subsidiaries, including our publicly traded subsidiaries, Cheniere Partners and Cheniere Holdings.

Unless the context requires otherwise, references to the "CCH Group" refer toCCH HoldCo II, CCH HoldCo I, CCH, CCL and CCP, collectively.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This annual report contains certain statements that are, or may be deemed to be, "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements, other than statements of historical or present facts or conditions, included herein or incorporated herein by reference are "forward-looking statements." Included among "forward-looking statements" are, among other things:

- statements that we expect to commence or complete construction of our proposed LNG terminals, liquefaction facilities, pipeline facilities or other projects, or any
 expansions or portions thereof, by certain dates, or at all;
- statements regarding future levels of domestic and international natural gas production, supply or consumption or future levels of LNG imports into or exports from North America and other countries worldwide or purchases of natural gas, regardless of the source of such information, or the transportation or other infrastructure or demand for and prices related to natural gas, LNG or other hydrocarbon products;
- statements regarding any financing transactions or arrangements, or our ability to enter into such transactions;
- statements relating to the construction of our Trains and pipelines, including statements concerning the engagement of anyEPC contractor or other contractor and the
 anticipated terms and provisions of any agreement with any such EPC or other contractor, and anticipated costs related thereto;
- statements regarding any SPA or other agreement to be entered into or performed substantially in the future, including any revenues anticipated to be received and the
 anticipated timing thereof, and statements regarding the amounts of total LNG regasification, natural gas liquefaction or storage capacities that are, or may become,
 subject to contracts;
- statements regarding our planned development and construction of additional Trains and pipelines, including the financing of such Trains;
- statements that our Trains, when completed, will have certain characteristics, including amounts of liquefaction capacities;
- statements regarding our business strategy, our strengths, our business and operation plans or any other plans, forecasts, projections, or objectives, including
 anticipated revenues, capital expenditures, maintenance and operating costs and cash flows, any or all of which are subject to change;
- statements regarding legislative, governmental, regulatory, administrative or other public body actions, approvals, requirements, permits, applications, filings, investigations, proceedings or decisions;
- statements regarding marketing of volumes expected to be made available to our integrated marketing function;
- statements regarding the impact of the Tax Cuts and Jobs Act, including impact on deferred tax assets; and
- any other statements that relate to non-historical or future information.

All of these types of statements, other than statements of historical or present facts or conditions, are forward-looking statements. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," "should," "expect," "plan," "project," "intend," "anticipate," "believe," "estimate," "predict," "potential," "pursue," "target," "continue," the negative of such terms or other comparable terminology. The forward-looking statements contained in this annual report are largely based on our expectations, which reflect estimates and assumptions made by our management. These estimates and assumptions reflect our best judgment based on currently known market conditions and other factors. Although we believe that such estimates are reasonable, they are inherently uncertain and involve a number of risks and uncertainties beyond our control. In addition, assumptions may prove to be inaccurate. We caution that the forward-looking statements contained in this annual report are not guarantees of future performance and that such statements may not be realized or the forward-looking statements or events may not occur. Actual results may differ materially from those anticipated or implied in forward-looking statements as a result of a variety of factors described in this annual report and in the other reports and other information that we file with the SEC. These forward-looking statements speak only as of the date made, and other than as required by law, we undertake no obligation to update or revise any forward-looking statement or provide reasons why actual results may differ, whether as a result of new information, future events or otherwise.



ITEMS 1. AND 2.	BUSINESS	AND
	PROPERTIES	

General

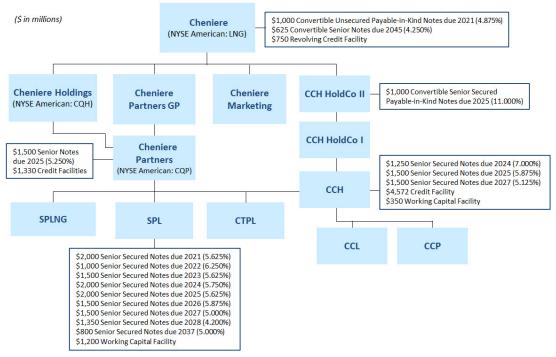
Cheniere, a Delaware corporation, was organized in 1983 and is a Houston-based energy company primarily engaged in LNG-related businesses. Our vision is to provide clean, secure and affordable energy to the world, while responsibly delivering a reliable, competitive and integrated source of LNG, in a safe and rewarding work environment. We own and operate the Sabine Pass LNG terminal in Louisiana through our ownership interest in and management agreements with Cheniere Partners, which is a publicly traded limited partnership that we created in 2007. We own 100% of the general partner interest in Cheniere Partners and 82.7% of Cheniere Holdings, which is a publicly traded limited liability company formed in 2013 that owns a 48.6% limited partner interest in Cheniere Partners. We are currently developing and constructing two natural gas liquefaction and export facilities. The liquefaction of natural gas into LNG allows it to be shipped economically from areas of the world where natural gas is abundant and inexpensive to produce to other areas where natural gas demand and infrastructure exist to economically justify the use of LNG.

The Sabine Pass LNG terminal is located in Cameron Parish, Louisiana, on the Sabine-Neches Waterway less than four miles from the Gulf Coast. Cheniere Partners is developing, constructing and operating natural gas liquefaction facilities (the "SPL Project") at the Sabine Pass LNG terminal adjacent to the existing regasification facilities (described below) through a wholly owned subsidiary, SPL. Cheniere Partners plans to construct up to six Trains, which are in various stages of development, construction and operations. Trains 1 through 4 are operational, Train 5 is under construction and Train 6 is being commercialized and has all necessary regulatory approvals in place. Each Train is expected to have a nominal production capacity, which is prior to adjusting for planned maintenance, production reliability and potential overdesign, of approximately 4.5 mtpa of LNG and an adjusted nominal production capacity of approximately 4.3 to 4.6 mtpa of LNG. The Sabine Pass LNG terminal has operational regasification facilities owned by Cheniere Partners' wholly owned subsidiary, SPLNG, that include pre-existing infrastructure of five LNG storage tanks with aggregate capacity of approximately 16.9 Bcfe, two marine berths that can each accommodate vessels with nominal capacity of up to 266,000 cubic meters and vaporizers with regasification capacity of approximately 4.0 Bcf/d. Cheniere Partners also owns a 94-mile pipeline that interconnects the Sabine Pass LNG terminal with a number of large interstate pipelines (the "Creole Trail Pipeline") through a wholly owned subsidiary, CTPL.

We are developing and constructing a second natural gas liquefaction and export facility at the Corpus Christi LNG terminal, which is on nearly 2,000 acres of land that we own or control near Corpus Christi, Texas, and a pipeline facility (collectively, the "CCL Project") through wholly owned subsidiaries CCL and CCP, respectively. The CCL Project is being developed in stages for up to three Trains, with expected aggregate nominal production capacity, which is prior to adjusting for planned maintenance, production reliability and potential overdesign, of approximately 13.5 mtpa of LNG, three LNG storage tanks with aggregate capacity of approximately 10.1 Bcfe and two marine berths that can each accommodate vessels with nominal capacity of up to 266,000 cubic meters. The first stage ("Stage 1") includes Trains 1 and 2, two LNG storage tanks, one complete marine berth and a second partial berth and all of the CCL Project's necessary infrastructure facilities. The second stage ("Stage 2") includes Trains 3, one LNG storage tank and the completion of the second partial berth. The CCL Project also includes a 23-mile natural gas supply pipeline that will interconnect the Corpus Christi Pipeline"). Stage 1 and the Corpus Christi Pipeline are currently under construction, and Train 3 is being commercialized and has all necessary regulatory approvals in place. The construction of the Corpus Christi Pipeline is nearing completion.

Additionally, we are developing an expansion of the Corpus Christi LNG terminal adjacent to the CCL Project (the "Corpus Christi Expansion Project") and recently began the process of amending our regulatory filings with FERC to incorporate a project design change, from two Trains with an expected aggregate nominal production capacity of approximately 9.0 mtpa to up to seven midscale Trains with an expected aggregate nominal production capacity of approximately9.5 mtpa. We remain focused on leveraging infrastructure through the expansion of our existing sites. We are also in various stages of developing other projects, including infrastructure projects in support of natural gas supply and LNG demand, which, among other things, will require acceptable commercial and financing arrangements before we make a final investment decision ("FID"). We have made an equity investment of \$55 million in Midship Pipeline Company, LLC, which is developing a pipeline with expected capacity of up to 1.44 million Dekatherms per day that will connect new gas production in the Anadarko Basin to Gulf Coast markets, including markets serving the SPL Project and the CCL Project.

Although results are consolidated for financial reporting, Cheniere, Cheniere Holdings, Cheniere Partners, SPL and the CCH Group operate with independent capital structures. The following diagram depicts our abbreviated capital structure as of December 31, 2017:



Our Business Strategy

Our primary business strategy is to develop LNG and natural gas infrastructure assets with a focus on integrating the U.S. market, where supplies are abundant and inexpensive to produce, with international markets where existing supplies are either uncompetitive or insufficient to satisfy growing demand. We plan to implement our strategy by:

- achieving the date of first commercial delivery for our SPA customers;
- safely, efficiently and reliably maintaining and operating our assets;
- completing construction and commencing operation of Train 5 of the SPL Project and the first three Trains of the CCL Project;
- making LNG available to our SPA customers to generate steady and reliable revenues and operating cash flows;
- obtaining financing to reach FID regarding Train 3 of the CCL Project, and the requisite long-term commercial contracts and financing for Train 6 of the SPL Project;
- further expanding and optimizing the SPL Project and the CCL Project by leveraging existing infrastructure;
- developing business relationships for the marketing of LNG volumes expected to be made available to our integrated marketing function and additional LNG liquefaction projects or expansions;
- expanding our existing asset base through acquisitions or development of complementary businesses or assets across the LNG value chain; and
- maintaining a flexible capital structure to finance the acquisition, development, construction and operation of the energy assets needed to supply our customers.

Business Segments

During the first quarter of 2017, we finalized organizational changes to simplify our corporate structure, improve our operational efficiencies and implement a strategy for sustainable, long-term stockholder value creation through financially disciplined development, construction, operation and investment. As a result of these efforts, we revised the way we manage our business, which resulted in a change to our reportable segments. We previously had two reportable segments: LNG terminal segment and LNG and natural gas marketing segment. We have now determined that we operate as a single operating and reportable segment. Our chief operating decision maker makes resource allocation decisions and assesses performance based on financial information presented on a consolidated basis in the delivery of an integrated source of LNG to our customers.

LNG Terminals

We began developing our first LNG terminal in 1999 and were among the first companies to secure sites and commence development of new LNG terminals in North America. We are currently focusing our development efforts on two LNG terminal projects currently under construction: the Sabine Pass LNG terminal and the Corpus Christi LNG terminal. Through Cheniere Partners, we are developing, constructing and operating the SPL Project and have constructed and are operating regasification facilities at the Sabine Pass LNG terminal. We own 100% of the general partner interest in Cheniere Partners and 82.7% of Cheniere Holdings, which owns a 48.6% limited partner interest in Cheniere Partners. We currently own a 100% interest in the CCL Project.

Sabine Pass LNG Terminal

Liquefaction Facilities

We are developing, constructing and operating the SPL Project at the Sabine Pass LNG terminal adjacent to the existing regasification facilities. We have received authorization from the FERC to site, construct and operate Trains 1 through 6. We have achieved substantial completion of Trains 1, 2, 3 and 4 of the SPL Project and commenced operating activities in May 2016, September 2016, March 2017 and October 2017, respectively. The following table summarizes the status of Train 5 of the SPL Project as of December 31, 2017:

	SPL Train 5
Overall project completion percentage	83.1%
Completion percentage of:	
Engineering	100%
Procurement	100%
Subcontract work	63.4%
Construction	62.1%
Date of expected substantial completion	1H 2019

The following orders have been issued by the DOE authorizing the export of domestically produced LNG by vessel from the Sabine Pass LNG terminal:

- Trains 1 through 4—FTA countries for a 30-year term, which commenced on May 15, 2016, and non-FTA countries for a 20-year term, which commenced on June 3, 2016, in an amount up to a combined total of the equivalent of 16 mtpa (approximately 803 Bcf/yr of natural gas).
- Trains 1 through 4—FTA countries for a 25-year term and non-FTA countries for a 20-year term in an amount up to a combined total of the equivalent of
 approximately 203 Bcf/yr of natural gas (approximately 4 mtpa).
- Trains 5 and 6—FTA countries and non-FTA countries for a 20-year term, in an amount up to a combined total of 503.3Bcf/yr of natural gas (approximately 10 mtpa).

In each case, the terms of these authorizations begin on the earlier of the date of first export thereunder or the date specified in the particular order, which ranges from five to 10 years from the date the order was issued. In addition, SPL received an order providing for a three-year makeup period with respect to each of the non-FTA orders for LNG volumes SPL was authorized but unable to export during any portion of the initial 20-year export period of such order.

In January 2018, the DOE issued orders authorizing SPL to export domestically produced LNG by vessel from the Sabine Pass LNG terminal to TA countries and non-FTA countries over a two-year period commencing January 2018, in an aggregate amount up to the equivalent of 600Bcf of natural gas (however, exports under this order, when combined with exports under the orders above, may not exceed 1,511 Bcf/yr).

Customers

SPL has entered into six fixed priceSPAs with terms of at least 20 years (plus extension rights) with third parties to make available an aggregate amount of LNG that is between approximately 80% to 95% of the expected aggregate adjusted nominal production capacity of Trains 1 through 5. Under these SPAs, the customers will purchase LNG from SPL for a price consisting of a fixed fee per MMBtu of LNG (a portion of which is subject to annual adjustment for inflation) plus a variable fee per MMBtu of LNG equal to approximately 115% of Henry Hub. In certain circumstances, the customers may elect to cancel or suspend deliveries of LNG cargoes, in which case the customers would still be required to pay the fixed fee with respect to the contracted volumes that are not delivered as a result of such cancellation or suspension. We refer to the fee component that is applicable regardless of a cancellation or suspension of LNG cargo deliveries as the variable fee component of the price under SPL's SPAs. We refer to the fee component that is applicable only in connection with LNG cargo deliveries as the variable fee component of the price under SPL's SPAs. The variable fees under SPL's SPAs were sized at the time of entry into each SPA with the intent to cover the costs of gas purchases and transportation related to, and operating and maintenance costs to produce, the LNG to be sold under each such SPA. The SPAs and contracted volumes to be made available under the SPAs are not tied to a specific Train; however, the term of each SPA generally commences upon the date of first commercial delivery of a specified Train. Under SPL's SPA with BG Gulf Coast LNG, LLC ("BG"), BG has contracted delivery for the respective Train.

In aggregate, the annual fixed fee portion to be paid by the third-party SPA customers is approximately \$1.6 billion for Trains 1 through 3, increasing to \$2.3 billion upon the date of first commercial delivery of Train 4 and to \$2.9 billion upon the date of first commercial delivery of Train 5, with the applicable fixed fees starting from the date of first commercial delivery from the applicable Train, as specified in each SPA.

The annual contracted cash flows from fixed fees of each buyer of LNG under SPL's third-party SPAs that constitute more than 10% of SPL's aggregate fixed fees under all its SPAs are:

- approximately \$720 million from BG, which is guaranteed by BG Energy Holdings Limited;
- approximately \$550 million from Korea Gas Corporation ("KOGAS");
- approximately \$550 million from GAIL (India) Limited; and
- approximately \$450 million from Gas Natural Fenosa LNG GOM, Limited ("Gas Natural Fenosa"), which is guaranteed by Gas Natural SDG S.A.

SPL also has SPAs with Total Gas & Power North America, Inc. ("Total"), which is guaranteed by Total S.A., and Centrica plc with annual aggregate fixed fees of approximately \$590 million. In addition, Cheniere Marketing has entered into an SPA with SPL to purchase, at Cheniere Marketing's option, any LNG produced by SPL in excess of that required for other customers.

During the year ended December 31, 2017, revenues from external customers that were derived from domestic customers was\$1.6 billion and from customers outside of the United States was \$4.0 billion, of which \$1.2 billion, \$787 million and \$762 million were derived from customers in Japan, Ireland and South Korea, respectively. During the year ended December 31, 2016, revenues from external customers that were derived from domestic customers was\$769 million and from customers outside of the United States was \$514 million, of which \$162 million was derived from a customer in Japan. Substantially all of our revenues from external customers for the year ended December 31, 2015 were attributed to the United States. We attribute revenues from external customers to the country in which the party to the applicable agreement has its principal place of business. Substantially all of our long-lived assets are located in the United States.

During the year ended December 31, 2017, four customers, BG and its affiliates, Gas Natural Fenosa, KOGAS and JERA Co., Inc., individually accounted for more than 10% of our total revenues from external customers at 24%, 14%, 14% and 17%, respectively. During the year ended December 31, 2016, one customer, BG and its affiliates, individually accounted for more than 10% of our total revenues from external customers at 17%.

Natural Gas Transportation, Storage and Supply

To ensure SPL is able to transport adequate natural gas feedstock to the Sabine Pass LNG terminal, it has entered into transportation precedent and other agreements to secure firm pipeline transportation capacity with CTPL and third-party pipeline companies. SPL has entered into firm storage services agreements with third parties to assist in managing volatility in natural gas needs for the SPL Project. SPL has also entered into enabling agreements and long-term natural gas supply contracts with third parties in order to secure natural gas feedstock for the SPL Project. As of December 31, 2017, SPL has secured up to approximately2,214 TBtu of natural gas feedstock through long-term and short-term natural gas supply contracts.

Construction

SPL entered into lump sum turnkey contracts with Bechtel Oil, Gas and Chemicals, Inc.("Bechtel") for the engineering, procurement and construction of Trains 1 through 5 of the SPL Project, under which Bechtel charges a lump sum for all work performed and generally bears project cost risk unless certain specified events occur, in which case Bechtel may cause SPL to enter into a change order, or SPL agrees withBechtel to a change order.

The total contract price of the EPC contract for Train 5 of the SPL Project is approximately \$3.1 billion reflecting amounts incurred under change orders through December 31, 2017. Total expected capital costs for Trains 1 through 5 are estimated to be between \$12.5 billion and \$13.5 billion before financing costs and between \$17.5 billion and \$18.5 billion after financing costs including, in each case, estimated owner's costs and contingencies.

Final Investment Decision on Train 6

We will contemplate making an FID to commence construction of Train 6 of the SPL Project based upon, among other things, entering into an EPC contract, entering into acceptable commercial arrangements and obtaining adequate financing to construct Train 6.

Regasification Facilities

The Sabine Pass LNG terminal has operational regasification capacity of approximately 4.0Bcf/d and aggregate LNG storage capacity of approximately 16.9 Bcfe. Approximately 2.0 Bcf/d of the regasification capacity at the Sabine Pass LNG terminal has been reserved under two long-term third-partyTUAs, under which SPLNG's customers are required to pay fixed monthly fees, whether or not they use the LNG terminal. Each of Total and Chevron U.S.A. Inc. ("Chevron") has reserved approximately 1.0 Bcf/d of regasification capacity and is obligated to make monthly capacity payments to SPLNG aggregating approximately \$125 million annually for 20 years that commenced in 2009. Total S.A. has guaranteed Total's obligations under its TUA up to \$2.5 billion, subject to certain exceptions, and Chevron Corporation has guaranteed Chevron's obligations under its TUA up to \$2.6 billion, subject to certain exceptions, and Chevron Corporation has guaranteed Chevron.

The remaining approximately 2.0 Bcf/d of capacity has been reserved under a TUA by SPL. SPL is obligated to make monthly capacity payments to SPLNG aggregating approximately \$250 million annually, continuing until at least 20 years after SPL delivers its first commercial cargo at the SPL Project. SPL entered into a partial TUA assignment agreement with Total, whereby upon substantial completion of Train 3, SPL gained access to a portion of Total's capacity and other services provided under Total's TUA with SPLNG. This agreement provides SPL with additional berthing and storage capacity at the Sabine Pass LNG terminal that may be used to provide increased flexibility in managing LNG cargo loading and unloading activity, permit SPL to more flexibly manage its LNG storage capacity and accommodate the development of Trains 5 and 6. Notwithstanding any arrangements between Total and SPL, payments required to be made byTotal to SPLNG will continue to be made byTotal to SPLNG in accordance with its TUA. During the year ended December 31, 2017, SPL recorded \$23 million as operating and maintenance expense under this partial TUA assignment agreement.

Under each of these TUAs, SPLNG is entitled to retain 2% of the LNG delivered to the Sabine Pass LNG terminal.

Corpus Christi LNG Terminal

Liquefaction Facilities

The CCL Project is being developed and constructed at the Corpus Christi LNG terminal. In December 2014, we received authorization from the FERC to site, construct and operate Stages 1 and 2 of the CCL Project. The following table summarizes the overall project status of Stage 1 of the CCL Project as of December 31, 2017:

	CCL Stage 1
Overall project completion percentage	81.8%
Completion percentage of:	
Engineering	100%
Procurement	100%
Subcontract work	62.2%
Construction	59.2%
Expected date of substantial completion	Train 1 1H 2019
	Train 2 2H 2019

Train 3 is being commercialized and has all necessary regulatory approvals in place. Separate from the CCH Group, we are also developing the Corpus Christi Expansion Project, adjacent to the CCL Project. We commenced the regulatory approval process in June 2015 and recently began the process of amending our regulatory filings with FERC to incorporate a project design change, from two Trains with an expected aggregate nominal production capacity of approximately 9.0 mtpa to up to seven midscale Trains with an expected aggregate nominal production capacity of approximately 9.5 mtpa.

The following orders have been issued by the DOE authorizing the export of domestically produced LNG by vessel from the Corpus Christi LNG terminal:

- CCL Project—FTA countries for a 25-year term and tonon-FTA countries for a 20-year term up to a combined total of the equivalent of 767Bcf/yr (approximately 15 mtpa) of natural gas.
- Corpus Christi Expansion Project—FTA countries for a 20-year term in an amount equivalent to 514 Bcf/yr (approximately 10 mtpa) of natural gas. The application for authorization to export that same 514 Bcf/yr of domestically produced LNG by vessel to non-FTA countries is currently pending before the DOE. We intend to amend our DOE applications consistent with the design change in our amended FERC filings.

In each case, the terms of these authorizations begin on the earlier of the date of first export thereunder or the date specified in the particular order, which ranges from 7 to 10 years from the date the order was issued.

Customers

CCL entered into eight fixed-price SPAs with terms of at least 20 years (plus extension rights) with seven third parties to make available an aggregate amount of LNG that is between approximately 85% to 95% of the expected aggregate adjusted nominal production capacity of Trains 1 and 2. Under these eight SPAs, the customers will purchase LNG from CCL for a price consisting of a fixed fee per MMBtu of LNG (a portion of which is subject to annual adjustment for inflation) plus a variable fee per MMBtu of LNG equal to approximately 115% of Henry Hub. In certain circumstances, the customers may elect to cancel or suspend deliveries of LNG cargoes, in which case the customers would still be required to pay the fixed fee with respect to the contracted volumes that are not delivered as a result of such cancellation or suspension. We refer to the fee component that is applicable regardless of a cancellation or suspension of LNG cargo deliveries as the variable fee component of the price under our SPAs. We refer to the fee component that is applicable only in connection with LNG cargo deliveries as the variable fee component of the price under our SPAs. We refer to the fee component that is applicable only in connection with LNG cargo deliveries as the variable fee component of the price under our SPAs. The variable fee under CCL's SPAs entered into in connection with the development of Stage 1 of the CCL Project was sized at the time of entry into each SPA with the intent to cover the costs of gas purchases and transportation related to, and operating and maintenance costs to produce, the LNG to be sold under each such SPA. The SPAs and contracted volumes to be made available under the SPAs are not tied to a specific Train; however, the term of each SPA generally commences upon the date of first commercial delivery for Train 1 or Train 2, as specified in each SPA.

In aggregate, the annual fixed fee portion to be paid by the third-party SPA customers is approximately \$550 million for Train 1, increasing to \$1.4 billion upon the date of first commercial delivery of Train 2 of the CCL Project, with the applicable fixed fees generally starting from the date of first commercial delivery from the applicable Train, as specified in each SPA.

The annual contracted cash flows from fixed fees of each buyer of LNG under CCL's third-party SPAs that constitute more than 10% of CCL's aggregate fixed fees under all its SPAs for Trains 1 and 2 of the CCL Project are:

- approximately \$410 million from Endesa S.A.;
- approximately \$280 million from PT Pertamina (Persero); and
- approximately \$270 million from Gas Natural Fenosa, which is guaranteed by Gas Natural SDG, S.A.

The average annual contracted cash flow from fixed fees from buyers under all of our other third-party SPAs for Trains 1 and 2 of the CCL Project is approximately \$460 million.

In addition, Cheniere Marketing has entered into an SPA with CCL to purchase, at Cheniere Marketing's option, any LNG produced by CCL in excess of that required for other customers.

Natural Gas Transportation, Storage and Supply

To ensure CCL is able to transport adequate natural gas feedstock to the Corpus Christi LNG terminal, it has entered into transportation precedent agreements to secure firm pipeline transportation capacity with CCP and certain third-party pipeline companies. CCL has entered into a firm storage services agreement with a third party to assist in managing volatility in natural gas needs for the CCL Project. CCL has also entered into enabling agreements and long-term natural gas supply contracts with third parties, and will continue to enter into such agreements, in order to secure natural gas feedstock for the CCL Project. As of December 31, 2017, CCL has secured up to approximately2,024 TBtu of natural gas feedstock through long-term natural gas supply contracts, a portion of which is subject to the achievement of certain project milestones and other conditions precedent.

Construction

CCL entered into separate lump sum turnkey contracts with Bechtel for the engineering, procurement and construction of Stages 1 and 2 of the CCL Project under which Bechtel charges a lump sum for all work performed and generally bears project cost risk unless certain specified events occur, in which caseBechtel may cause CCL to enter into a change order, or CCL agrees with Bechtel to a change order.

The total contract price of the EPC contract for Stage 1, which does not include the Corpus Christi Pipeline, is approximately \$7.8 billion, reflecting amounts incurred under change orders through December 31, 2017. Total expected capital costs for Stage 1 and the Corpus Christi Pipeline are estimated to be between \$9.0 billion and \$10.0 billion before financing costs, and between \$11.0 billion and \$12.0 billion after financing costs including, in each case, estimated owner's costs and contingencies and total expected capital costs for the Corpus Christi Pipeline of between \$350 million and \$400 million. The total contract price of the EPC contract for Stage 2, which was amended and restated in December 2017, is approximately \$2.4 billion.

Pipeline Facilities

In December 2014, the FERC issued a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act of 1938, as amended (the "NGA"), authorizing CCP to construct and operate the Corpus Christi Pipeline. The Corpus Christi Pipeline is designed to transport 2.25 Bcf/d of natural gas feedstock required by the CCL Project from the existing regional natural gas pipeline grid. The construction of the Corpus Christi Pipeline commenced in January 2017 and is nearing completion.

Final Investment Decision on Stage 2

We will contemplate making an FID to commence construction of Stage 2 of the CCL Project based upon, among other things, entering into acceptable commercial arrangements and obtaining adequate financing to construct the facility.

Competition

The SPL Project currently does not experience competition with respect to Trains 1 through 5. SPL has entered into six fixed price SPAs with terms of at least 20 years (plus extension rights) with third parties that will utilize substantially all of the liquefaction capacity available from these Trains. The CCL Project currently does not experience competition with respect to Trains 1 and 2. CCL has entered into eight fixed price SPAs with terms of at least 20 years (plus extension rights) with seven third

parties that will utilize substantially all of the liquefaction capacity available from these Trains. Each customer will be required to pay an escalating fixed fee for its annual contract quantity even if it elects not to purchase any LNG from us.

If and when SPL or CCL need to replace any existing SPA or enter into new SPAs, they will compete on the basis of price per contracted volume of LNG with each other and other natural gas liquefaction projects throughout the world. Revenues associated with any incremental volumes, including those sold by our integrated marketing function discussed above, will also be subject to market-based price competition. Many of the companies with which we compete are major energy corporations with longer operating histories, more development experience, greater name recognition, greater financial, technical and marketing resources and greater access to markets than us.

SPLNG currently does not experience competition for its terminal capacity because the entire approximately 4.0 Bcf/d of regasification capacity that is available at the Sabine Pass LNG terminal has been fully contracted. If and when SPLNG has to replace any TUAs, it will compete with other then-existing LNG terminals for customers.

Governmental Regulation

Our LNG terminals are subject to extensive regulation under federal, state and local statutes, rules, regulations and laws. These laws require that we engage in consultations with appropriate federal and state agencies and that we obtain and maintain applicable permits and other authorizations. This regulatory requirement increases the cost of construction and operation, and failure to comply with such laws could result in substantial penalties and/or loss of necessary authorizations.

Federal Energy Regulatory Commission

The design, construction and operation of our liquefaction facilities, the export of LNG and the transportation of natural gas through the Creole Trail Pipeline and the Corpus Christi Pipeline are highly regulated activities. Under the NGA, the FERC's jurisdiction generally extends to the transportation of natural gas in interstate commerce, to the sale in interstate commerce of natural gas for resale for ultimate consumption for domestic, commercial, industrial or any other use and to natural gas companies engaged in such transportation or sale. However, the FERC's jurisdiction does not extend to the production, gathering, local distribution or export of natural gas.

In general, the FERC's authority to regulate interstate natural gas pipelines and the services that they provide includes:

- rates and charges, and terms and conditions for natural gas transportation and related services;
- the certification and construction of new facilities;
- the extension and abandonment of services and facilities;
- the maintenance of accounts and records;
- the acquisition and disposition of facilities;
- the initiation and discontinuation of services; and
- various other matters.

In addition, under the NGA, our pipelines are not permitted to unduly discriminate or grant undue preference as to rates or the terms and conditions of service to any shipper, including its own marketing affiliate. The FERC has the authority to grant certificates allowing construction and operation of facilities used in interstate gas transportation and authorizing the provision of services.

In order to site, construct and operate our LNG terminals, we received and are required to maintain authorizations from the FERC under Section 3 of the NGA as well as several other material governmental and regulatory approvals and permits. The Energy Policy Act of 2005 (the "EPAct") amended Section 3 of the NGA to establish or clarify the FERC's exclusive authority to approve or deny an application for the siting, construction, expansion or operation of LNG terminals, although except as specifically provided in the EPAct, nothing in the EPAct is intended to affect otherwise applicable law related to any other federal or state agency's authorities or responsibilities related to LNG terminals. The FERC issued final orders in April and July 2012 approving our application for an order under Section 3 of the NGA authorizing the siting, construction and operation of Trains 1 through 4 of the SPL Project (and related facilities). Subsequently, the FERC issued written approval to commence site preparation work



for Trains 1 through 4. In October 2012, we applied to amend the FERC approval to reflect certain modifications to the SPL Project, and in August 2013, the FERC issued an order approving the modifications. In October 2013, we applied to further amend the FERC approval, requesting authorization to increase the total permitted LNG production capacity of Trains 1 through 4 from the then authorized 803 Bcf/yr to 1,006 Bcf/yr so as to more accurately reflect the estimated maximum LNG production capacity of Trains 1 through 4. In February 2014, the FERC issued an order approving the October 2013 application (the "February 2014 Order"). A party to the proceeding requested a rehearing of the February 2014 Order, and in September 2014, the FERC issued an order denying the rehearing request (the "FERC Order Denying Rehearing"). The party petitioned the Court of Appeals to review the February 2014 Order and the FERC Order Denying Rehearing. The court denied the petition in June 2016. In September 2013, we different application with the FERC for authorization to add Trains 5 and 6 to the SPL Project, which was granted by the FERC in an order issued in April 2015 and an order denying rehearing issued in June 2015. These orders are not subject to appellate court review.

In December 2014, the FERC issued an order granting CCL authorization under Section 3 of the NGA to site, construct and operate Stage 1 and Stage 2 of the CCL Project and issued a certificate of public convenience and necessity under Section 7(c) of the NGA authorizing CCP to construct and operate the Corpus Christi Pipeline (the "December 2014 Order"). A party to the proceeding requested a rehearing of the December 2014 Order, and in May 2015, the FERC denied rehearing (the "Order Denying Rehearing"). The party petitioned the U.S. Court of Appeals for the District of Columbia Circuit (the "Court of Appeals") to review the December 2014 Order and the Order Denying Rehearing, and that petition was denied on November 4, 2016.

In 2002, the FERC concluded that it would apply light-handed regulation over the rates, terms and conditions agreed to by parties for LNG terminalling services, such that LNG terminal owners would not be required to provide open-access service at non-discriminatory rates or maintain a tariff or rate schedule on file with the FERC, as distinguished from the requirements applied to our FERC-regulated natural gas pipeline. The EPAct codified the FERC's policy, but those provisions expired on January 1, 2015. Nonetheless, we see no indication that the FERC intends to modify its longstanding policy of light-handed regulation of LNG terminals.

In order to construct, own, operate and maintain the Creole Trail Pipeline, CTPL received a certificate of public convenience and necessity from the FERC under Section 7 of the NGA. The FERC's approval under Section 7 of the NGA, as well as several other material governmental and regulatory approvals and permits, may be required prior to making any modifications to the Creole Trail Pipeline as it is a regulated, interstate natural gas pipeline. In 2013, the FERC also approved CTPL's application for authorization to construct, own, operate and maintain certain new facilities in order to enable bi-directional natural gas flow on the Creole Trail Pipeline system to allow for the delivery of up to 1,530,000 dekatherms per day ("Dthd") of feed gas to the SPL Project. In November 2013, CTPL received approval from the Louisiana Department of Environmental Quality ("LDEQ") for the proposed modifications and, with subsequent final FERC clearance, construction was completed in 2015. In September 2013, we filed an application all domestic natural gas supplies to the SPL Project, which was granted by the FERC in an order issued in April 2015 and an order denying rehearing issued in June 2015. These orders are not subject to appellate court review.

The FERC's Standards of Conduct apply to interstate pipelines that conduct transmission transactions with an affiliate that engages in marketing functions. Interstate pipelines must treat all transmission customers on a not unduly discriminatory basis. The general principles of the Standards of Conduct are: (1) independent functioning, which requires transmission function employees to function independently of marketing function employees; (2) no-conduit rule, which prohibits passing transmission function information to marketing function employees; and (3) transparency, which imposes posting requirements to detect undue preference. CTPL has established the required policies and procedures to comply with the FERC's Standards of Conduct and is subject to audit by the FERC to review compliance, policies and its training programs.

Several other material governmental and regulatory approvals and permits will be required throughout the life of our liquefaction projects. In addition, the FERC orders require us to comply with certain ongoing conditions and obtain certain additional FERC and other regulatory agency approvals as construction progresses. To date, we have been able to obtain these approvals as needed and the need for these approvals has not materially affected our construction progress. Throughout the life of our LNG terminals and our pipelines, we will be subject to regular reporting requirements to the FERC, the U.S. Department of Transportation's ("DOT") Pipeline and Hazardous Materials Safety Administration ("PHMSA") and applicable federal and state regulatory agencies regarding the operation and maintenance of our facilities.



The FERC's jurisdiction under the NGA allows it to impose civil and criminal penalties for any violations of the NGA and any rules, regulations or orders of the FERC up to \$1.3 million per day per violation, including any conduct that violates the NGA's prohibition against market manipulation. In accordance with the EPAct, the FERC's issued a final rule under the NGA making it unlawful for any entity, in connection with the purchase or sale of natural gas or transportation service subject to the FERC's jurisdiction, to defraud, make an untrue statement of material fact or omit a material fact or engage in any practice, act or course of business that operates or would operate as a fraud or deceit upon any entity. Finally, the prices at which we sell natural gas are not regulated, insofar as the interstate market is concerned and, for the most part, are not subject to state regulation. We are permitted to make sales of natural gas for resale in interstate commerce pursuant to a blanket marketing certificate automatically granted by the FERC. Our sales of natural gas will be affected by the availability, terms and cost of pipeline transportation. As noted above, the price and terms of access to pipeline transportation are subject to extensive federal and state regulation.

DOE Export License

The DOE has authorized the export of domestically produced LNG by vessel from the Sabine Pass LNG terminal as discussed in Sabine Pass LNG Terminal—Liquefaction Facilities and the Corpus Christi LNG terminal as discussed in Corpus Christi LNG Terminal—Liquefaction Facilities. Although it is not expected to occur, the loss of an export authorization could be a force majeure event under our SPAs.

Exports of natural gas to FTA countries are "deemed to be consistent with the public interest" and authorization to export LNG to FTA countries shall be granted by the DOE without "modification or delay." FTA countries which currently import LNG include Canada, Chile, Colombia, Dominican Republic, Israel, Jordan, Mexico, Singapore, and South Korea. Exports of natural gas to non-FTA countries are considered by the DOE in the context of a comment period whereby interveners are provided the opportunity to assert that such authorization would not be consistent with the public interest.

Pipelines

The Creole Trail Pipeline and the Corpus Christi Pipeline are also subject to regulation by the PHMSA, pursuant to which the PHMSA has established requirements relating to the design, installation, testing, construction, operation, replacement and management of pipeline facilities.

The Pipeline Safety Improvement Act of 2002, as amended ("PSIA"), which is administered by the PHMSA Office of Pipeline Safety, governs the areas of testing, education, training and communication. The PSIA requires pipeline companies to perform extensive integrity tests on natural gas transportation pipelines that exist in high population density areas designated as "high consequence areas." Pipeline companies are required to perform the integrity tests on a seven-year cycle. The risk ratings are based on numerous factors, including the population density in the geographic regions served by a particular pipeline, as well as the age and condition of the pipeline and its protective coating. Testing consists of hydrostatic testing, internal electronic testing, or direct assessment of the piping. In addition to the pipeline integrity tests, pipeline companies must implement a qualification program to make certain that employees are properly trained. Pipeline operators also must develop integrity management programs for gas transportation pipelines, which requires pipeline operators to perform ongoing assessments of pipeline integrity; identify and characterize applicable threats to pipeline segments that could impact a high consequence area; improve data collection, integration and analysis; repair and remediate the pipeline, as necessary; and implement preventive and mitigation actions.

In 2009, the PHMSA issued a final rule (known as "Control Room Management/Human Factors Rule") that became effective in 2010 requiring pipeline operators to write and institute certain control room procedures that address human factors and fatigue management.

In March 2015, PHMSA issued a final rule amending the pipeline safety regulations to update and clarify certain regulatory requirements, including who can perform post-construction inspections on transmission pipelines. In September 2015, PHMSA issued a rule indefinitely delaying the effective date for the amendment to the regulation regarding post-construction inspections.

In May 2015, PHMSA issued a notice of proposed rulemaking proposing to amend gas pipeline safety regulations regarding plastic piping systems used in gas services, including the installation of plastic pipe used for gas transmission lines. The PHMSA has not finalized any of the regulations proposed in this notice.

In July 2015, PHMSA issued a notice of proposed rulemaking proposing to add a specific timeframe for operators' notification of accidents or incidents, as well as amending the safety regulations regarding operator qualification requirements by expanding

the requirements to include new construction and certain previously excluded operation and maintenance tasks, requiring a program effectiveness review and adding new recordkeeping requirements. In January 2017, PHMSA issued a final rule (effective as of March 24, 2017) adding a specific time frame for operators' notification of accidents or incidents but delayed final action on the proposed operator qualification requirements until a later date.

In April 2016, the PHMSA issued a notice of proposed rulemaking addressing changes to the regulations governing the safety of gas transmission pipelines. Specifically, PHMSA is considering certain integrity management requirements for "moderate consequence areas," requiring an integrity verification process for specific categories of pipelines, and mandating more explicit requirements for the integration of data from integrity assessments to an operator's compliance procedures. The PHMSA is also considering whether to revise requirements for corrosion control and expanding the definition of regulated gathering lines. These notices of proposed rulemaking are still pending at the PHMSA. The PHMSA has not finalized any of the regulations proposed in this notice.

Natural Gas Pipeline Safety Act of 1968 ("NGPSA")

Louisiana and Texas administer federal pipeline safety standards under the NGPSA, which requires certain pipelines to comply with safety standards in constructing and operating the pipelines and subjects the pipelines to regular inspections. Failure to comply with the NGPSA may result in the imposition of administrative, civil and criminal sanctions.

Pipeline Safety, Regulatory Certainty, and Jobs Creation Act of 2011

The Creole Trail Pipeline and Corpus Christi Pipeline are also subject to the Pipeline Safety, Regulatory Certainty and Jobs Creation Act of 2011, which regulates safety requirements in the design, construction, operation and maintenance of interstate natural gas transmission facilities. Under the Pipeline Safety, Regulatory Certainty and Job Creation Act of 2011, PHMSA has civil penalty authority up to approximately \$200,000 per day per violation (increased from the prior \$100,000), with a maximum of approximately \$2 million in civil penalties for any related series of violations (increased from the prior \$1 million).

Other Governmental Permits, Approvals and Authorizations

The construction and operation of the Sabine Pass LNG terminal and the CCL Project are subject to additional federal permits, orders, approvals and consultations required by federal agencies, including the DOT, Advisory Council on Historic Preservation, U.S. Army Corps of Engineers ("USACE"), U.S. Department of Commerce, National Marine Fisheries Services, U.S. Department of the Interior, U.S. Fish and Wildlife Service, Environmental Protection Agency (the "EPA") and U.S. Department of Homeland Security.

Three significant permits are the USACE Section 404 of the Clean Water Act/Section 10 of the Rivers and Harbors Act Permit (the "Section 10/404 Permit"), the Clean Air Act Title V Operating Permit (the "Title V Permit") and the Prevention of Significant Deterioration Permit (the "PSD Permit"), of which the latter two permits are issued by the LDEQ for the Sabine Pass LNG terminal and by the Texas Commission on Environmental Quality ("TCEQ") for the CCL Project.

The application for revision of the Sabine Pass LNG terminal's Section 10/404 Permit to authorize construction of Trains 1 through 4 was submitted in January 2011. The process included a public comment period, which commenced in March 2011 and closed in April 2011. The revised Section 10/404 Permit was received from the USACE in March 2012. A modification to the Section 10/404 Permit, to address wetlands impacted by the construction of Trains 5 and 6, was issued by the USACE in June 2015. The USACE acted in the capacity as a cooperating agency in the review process under the National Environmental Policy Act of 1969. In addition, a Section 10/404 Permit application is pending with respect to the expansion of the Creole Trail Pipeline. These permits will require us to provide mitigation to compensate for the wetlands impacted by the respective projects. The application to amend the Sabine Pass LNG terminal's existing Title V and PSD Permits to authorize construction of Trains 1 through 4 was initially submitted in December 2010 and revised in March 2011. The process included a public comment period from June 2011 to August 2011 and a public hearing in August 2011. The final revised Title V and PSD Permits were issued by the LDEQ in December 2011. Although these permits are final, a petition with the EPA has been filed pursuant to the Clean Air Act requesting that the EPA object to the Title V Permit. The EPA has not ruled on this petition. In June 2012, SPL applied to the LDEQ for a further amendment to the Title V and PSD Permits to reflect proposed modifications to the SPL Project that were filed with the FERC in October 2012. The LDEQ issued the amended PSD and Title V Permits in March 2013. These permits are final. In September 2013, SPL applied to the LDEQ for an amendment to its PSD and Title V Permits seeking approval to, among other things, construct and operate Trains 5 and 6. The LDEQ issued the amended PSD and Title V Permit in June 2015. These permits



are final. In October 2016, SPL applied to the LDEQ for another amendment to its PSD and Title V Permits to reflect certain facility modifications, updated emissions and asbuilt capacity factors. The LDEQ issued the amended PSD and Title V Permits in September 2017. These permits are final.

An application for an amendment to CCL's Section 10/404 Permit to authorize construction of the CCL Project was submitted in August 2012. The process included a public comment period which commenced in May 2013 and closed in June 2013. The amended permit was issued by the USACE in July 2014 and subsequently modified in October 2014. CCL applied for new PSD and Title V Permits with the TCEQ in August 2012. The TCEQ issued the PSD Permit for criteria pollutants in September 2014, the PSD Permit for greenhouse gases ("GHG") in February 2015 and the Title V Permit in July 2015. The PSD Permit issued in September 2014 was altered in February 2015 to reflect CCL's decision to change the emissions control technology on the refrigeration turbines from water-injected to dry low emission turbines. CCL has submitted an application to amend the PSD permit for criteria pollutants. The planned amendment would reflect updates related to refined operational direction and changes that were made during the design and procurement process. The amendment process is expected to include a public comment period.

CTPL was issued new Title V and PSD Permits for the proposed modifications to the Creole Trail Pipeline system by the LDEQ in November 2013.

In August 2012, Cheniere Corpus Christi Pipeline applied to the TCEQ for new PSD and Title V Permits for the proposed compressor station at Sinton, Texas (the "Sinton Compressor Station"). The PSD Permit for criteria pollutants at the Sinton Compressor Station was issued by the TCEQ in December 2013. In November 2014, the TCEQ approved an alteration to the permit to reflect that the Sinton Compressor Station is now considered a minor source, and voided the PSD Permit number. The Title V Permit for the Sinton Compressor Station was issued by the TCEQ in May 2015, however TCEQ voided the Title V Permit in October 2017 as the facility was no longer a major source.

In August 2014, the Sabine Pass LNG terminal's existing wastewater discharge permit was modified by LDEQ to authorize the discharge of wastewaters from the liquefaction facilities. In December 2017, further modification of this permit was granted to include wastewaters generated with respect to the anticipated operations of Trains 5 and 6. CCL was issued a waste water discharge permit in January 2014 authorizing discharges from the liquefaction facilities.

The Sabine Pass LNG terminal and the Corpus Christi LNG terminal are subject to PHMSA safety regulations and standards for the transportation and storage of LNG and regulations of the U.S. Coast Guard relating to maritime safety and facility security.

Commodity Futures Trading Commission ("CFTC")

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") amended the Commodity Exchange Act to provide for federal regulation of the over-the-counter derivatives market and entities, such as us, that participate in that market. The regulatory regime created by the Dodd-Frank Act is designed primarily to (1) regulate certain participants in the swaps markets, including entities falling within the categories of "Swap Dealer" and "Major Swap Participant," (2) require clearing and exchange trading of standardized swaps of certain classes as designated by the CFTC, (3) increase swap market transparency through robust reporting and recordkeeping requirements, (4) reduce financial risks in the derivatives market by imposing margin or collateral requirements on both cleared and, in certain cases, uncleared swaps, (5) provide the CFTC with expanded authority to establish position limits on certain physical commodity futures and options contracts and their economically equivalent swaps as it finds necessary and appropriate and (6) otherwise enhance the rulemaking and enforcement authority of the CFTC and the SEC regarding the derivatives markets. As required by the Dodd-Frank Act, the CFTC, the SEC and other regulators have been promulgating rules and regulations implementing the regulatory provisions of the Dodd-Frank Act. While most of these regulations are already in effect, the implementation process is still ongoing and the CFTC continues to review and refine its rulemakings through additional interpretations and supplemental rulemakings.

A provision of the Dodd-Frank Act requires the CFTC, in order to diminish or prevent excessive speculation in commodity markets, to adopt rules, as it finds necessary and appropriate, imposing new position limits on certain physical commodity futures contracts and options thereon, as well as economically equivalent swaps traded on registered swap trading platforms and on over-the-counter swaps that perform a significant price discovery function with respect to certain markets. In that regard, the CFTC has re-proposed position limits rules that would modify and expand the applicability of limits on speculative positions in certain physical commodity futures contracts, and economically equivalent futures, options and swaps for or linked to certain physical commodities, including Henry Hub natural gas, that market participants may hold, subject to limited exemptions for certain bona



fide hedging and other types of transactions. It is uncertain at this time whether, when and in what form the CFTC's proposed new position limits rules may become final and effective.

Pursuant to rules adopted by the CFTC, certain interest rate swaps and index credit default swaps must be cleared through a derivatives clearing organization and executed on an exchange or swap execution facility. The CFTC has not yet proposed to designate swaps in any other asset classes, including swaps relating to physical commodities, for mandatory clearing and trade execution, but could do so in the future. Although we expect to qualify for the end-user exception from the mandatory clearing and exchange-trading requirements applicable to any swaps that we enter into to hedge our commercial risks, the mandatory clearing and exchange-trading requirements may apply to other market participants, including our counterparties (who may be registered as Swap Dealers), with respect to other swaps, and the application of such rules may change the market cost and general availability in the market of swaps of the type we enter into to hedge our commercial risks and, thus, the cost and availability of the swaps that we use for hedging.

As required by provisions of the Dodd-Frank Act, the CFTC and federal banking regulators have adopted rules to require Swap Dealers and Major Swap Participants, including those that are regulated financial institutions, to collect initial and/or variation margin with respect to uncleared swaps from their counterparties that are financial end users, registered swap dealers or major swap participants. These rules, which, as to the collection of initial margin, are being phased in, do not require collection of margin from non-financial-entity end users who qualify for the end user exception from the mandatory clearing requirement or from non-financial end users or certain other counterparties in certain instances. We expect to qualify as such a non-financial-entity end user with respect to the swaps that we enter into to hedge our commercial risks.

Under the Commodity Exchange Act as amended by the Dodd-Frank Act, the CFTC is directed generally to prevent manipulation of or fraud involving financial instruments, such as futures, options and swaps, on any commodity, including contracts for sale of physical commodities such as physical energy. Pursuant to the Dodd-Frank Act, the CFTC has adopted additional anti-manipulation and anti-disruptive trading practices regulations that prohibit, among other things, manipulative, deceptive or fraudulent schemes or material misrepresentation in the futures, options, swaps and cash markets. In addition, separate from the Dodd-Frank Act, our use of futures and options on commodities is subject to the Commodity Exchange Act and CFTC regulations, as well as the rules of futures exchanges on which any of these instruments are executed. Should we violate any of these laws and regulations, we could be subject to a CFTC or an exchange enforcement action and material penalties, possibly resulting in changes in the rates we can charge. The Dodd-Frank Act's swaps regulatory provisions and the related rules may adversely affect our existing derivative contracts, and restrict our ability to execute our hedging strategies and impact the liquidity of certain swaps products, all of which could increase our business costs.

European Market Infrastructure Regulation ("EMIR")

EMIR is a European Union ("EU") regulation designed to increase the stability of the OTC derivative markets throughout the EU member states. EMIR regulates OTC derivatives, central counterparties and trade repositories and imposes requirements for certain market participants with respect to derivatives reporting, clearing and risk mitigation. In addition, certain market participants are subject to a central counterparty clearing obligation and collateral requirements. All non-cleared derivatives require risk management, including timely confirmations of transactions, portfolio reconciliation, portfolio compression (when there exist 500 or more OTC derivatives outstanding with a counterparty) and dispute resolution. In addition, standards for the imposition of margin requirements under EMIR have been adopted and, as to the collection of initial margin, are being phased in, under which the exchange of initial and variation margin in respect of certain non-cleared derivatives involved. Further, for non-cleared derivatives, outstanding contracts must be market to market value daily or marked to model where conditions necessitate. Other EMIR risk management requirements for non-cleared derivatives are being considered, but those requirements have yet to be finalized.

Under EMIR, covered entities must report all derivatives concluded and any modification or termination of a derivative to a registered or recognized trade repository within one business day of the transaction. Records related to derivatives must be retained for at least five years following termination.

Our subsidiaries and affiliates operating in the EU are subject to EMIR and its increased regulatory requirements for record keeping, marking to market, timely confirmation, derivative contract reporting, portfolio reconciliation, the posting of margin and



dispute resolution. Regulation under EMIR could significantly increase the cost of derivative contracts, materially alter the terms of derivatives contracts and reduce the availability of derivatives to protect against risks that we encounter.

Regulation on Wholesale Energy Market Integrity and Transparency ("REMIT")

REMIT is an EU regulation that prohibits market manipulation and insider trading in European wholesale energy markets and imposes various obligations on participants in these markets. REMIT requires persons who enter into transactions, including the placing of orders to trade, in one or more wholesale energy markets in the EU to notify the applicable national regulatory authority ("NRA") of suspected breaches and implement procedures to identify breaches. All market participants, such as us, must publicly disclose inside information and cannot use inside information to buy or sell wholesale energy products for their own account or on behalf of a third party, directly or indirectly, induce others to buy or sell wholesale energy products based on inside information, or disclose such inside information to any other person except in the normal course of employment. Market participants must also register with the relevant NRA (the Office of Gas and Electricity Markets ("Ofgem") is the NRA in the United Kingdom) and provide a record of wholesale energy market transactions to the European Agency for the Cooperation of Energy Regulators ("ACER") and information on capacity and utilization for production, storage, consumption or transmission. An affiliate of Cheniere Marketing is registered with Ofgem as a market participant under REMIT. Should we violate these laws and regulations, we could be subject to investigation and penalties.

REMIT transaction and fundamental data reporting obligations have been fully implemented since April 2016. With regard to REMIT transaction reporting, transactions carried out on an organized market place must be reported by the market operator, all other contracts for the delivery of natural gas to the EU are reported by market participants. Fundamental data reporting obligations are largely managed by transmission system operators (TSOs), storage system operators (SSOs) and LNG system operators (LSOs). LNG fundamental data may be reported by either LSOs or terminal capacity holders. In addition, under REMIT, market participants have obligations to publicly disclose inside information pertaining to their business or facilities.

Markets in Financial Instruments Directive and Regulation ("MiFID II")

MiFID II is an EU directive that came into effect on January 3, 2018. This new directive has replaced the original Markets in Financial Instruments Directive ("MiFID"), and, like its predecessor, applies across the EU and EEA member states. MiFID II has narrowed the scope of exemptions currently available for commodity derivatives dealers. In addition, MiFID II has expanded the scope of the directive's application to include commodity derivatives that can be physically settled and which are traded on an organized trading facility in addition to other regulated markets or multilateral trading facilities. Notably, physically settled power and gas contracts have been excluded from the scope of MiFID II and are regulated under REMIT.

We are eligible to trade on our own account in commodity derivatives as a result of the "ancillary activity" exemption under MiFID II provided that (1) such activity is ancillary to our main business, when considered on a group basis, and that main business is not the provision of investment services or market making in relation to commodity derivatives; (2) we do not apply a high-frequency algorithmic trading technique; and (3) we notify the relevant competent authority on an annual basis that we are relying on this exemption and, upon request, report the basis upon which we fall within the exemption. If we are unable to meet the ancillary activity exemption, and no other exemption is available to us, we would be subject to the regulatory capital requirements under the EU's Capital Requirements Directive IV ("CRD IV"). A temporary exemption applies to CRD IV, which precludes commodity trading firms from these capital requirements. This exemption is slated to end in 2020 when a new prudential framework for MiFID investment firms is expected to come into effect.

Further, if we were to become authorized, we will be counted as a financial counterparty (instead of a non-financial counterparty) for the purpose of EMIR. This may require additional reporting obligations and risk mitigation requirements under EMIR, including collateral exchange and marking transactions either to market or to an approved model.

Market Abuse Regulation ("MAR")

MAR, which came into effect on July 3, 2016, is intended to update and strengthen the existing EU market abuse framework by extending its scope to new markets and by introducing new requirements. MAR prohibits market abuse on EU regulated markets, which encompasses trading in financial instruments on the basis of inside information, the improper disclosure of inside information and the manipulation of market prices through practices such as the dissemination of rumors or the conducting of certain trades in financial instruments. This will apply to financial instruments (as defined under MiFID II) which are traded on

an EU trading venues, a multilateral trading facility, or an organized trading facility as well as other financial instruments the price or value of which depends on or has an effect on the price or value of financial instruments.

Environmental Regulation

Our LNG terminals are subject to various federal, state and local laws and regulations relating to the protection of the environment and natural resources. These environmental laws and regulations require significant expenditures for compliance, can affect the cost and output of operations and may impose substantial penalties for non-compliance and substantial liabilities for pollution. Many of these laws and regulations, such as those noted below, restrict or prohibit impacts to the environment or the types, quantities and concentration of substances that can be released into the environment and can lead to substantial civil and criminal fines and penalties for non-compliance.

Clean Air Act ("CAA")

Our LNG terminals are subject to the federal CAA and comparable state and local laws. We may be required to incur certain capital expenditures over the next several years for air pollution control equipment in connection with maintaining or obtaining permits and approvals addressing air emission-related issues. We do not believe, however, that our operations, or the construction and operations of our liquefaction facilities, will be materially and adversely affected by any such requirements.

In 2009, the EPA promulgated and finalized the Mandatory Greenhouse Gas Reporting Rule for multiple sections of the economy. This rule requires mandatory reporting of GHG emissions from stationary sources, including fuel combustion sources. In 2010, the EPA expanded the rule to include reporting obligations for LNG terminals. In addition, the EPA has defined GHG emissions thresholds that would subject GHG emissions from new and modified industrial sources to regulation if the source is subject to PSD Permit requirements due to its emissions of non-GHG criteria pollutants. The Obama Administration took several actions intended to limit GHG emissions, including regulating emissions from new and existing Electricity Generating Units ("EGUs") and from new and modified oil and gas operations. The timing, extent and impact of these rules and other Obama Administration initiatives remain uncertain as the Trump Administration has undertaken steps to delay their implementation, and to review, repeal and potentially replace them. On October 10, 2017, EPA issued a proposal to repeal the Clean Power Plan and EPA stated in the October 2017 proposal that it has not determined whether it will issue replacement regulations to regulate GHG emissions from existing EGUs. Many of the Trump Administration's efforts to rollback Obama Administration actions have been challenged in court.

From time to time, Congress has considered proposed legislation directed at reducing GHG emissions. In addition, many states have already taken regulatory action to monitor and/or reduce emissions of GHGs, primarily through the development of GHG emission inventories or regional GHG cap and trade programs. It is not possible at this time to predict how future regulations or legislation may address GHG emissions and impact our business. However, future regulations and laws could result in increased compliance costs or additional operating restrictions and could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Coastal Zone Management Act ("CZMA")

The siting and construction of our LNG terminals within the coastal zone may besubject to the requirements of the CZMA. The CZMA is administered by the states (in Louisiana, by the Department of Natural Resources, and in Texas, by the General Land Office). This program is implemented to ensure that impacts to coastal areas are consistent with the intent of the CZMA to manage the coastal areas.

Clean Water Act ("CWA")

Our LNG terminals are subject to the federal CWA and analogous state and local laws. The CWA imposes strict controls on the discharge of pollutants into the navigable waters of the United States, including discharges of wastewater and storm water runoff and fill/discharges into waters of the United States. Permits must be obtained prior to discharging pollutants into state and federal waters. The CWA is administered by the EPA, the USACE and by the states (in Louisiana, by the LDEQ, and in Texas, by the TCEQ).

Resource Conservation and Recovery Act ("RCRA")

The federal RCRA and comparable state statutes govern the generation, handling and disposal of solid and hazardous wastes and require corrective action for releases into the environment. In the event such wastes are generated in connection with our facilities, we will be subject to regulatory requirements affecting the handling, transportation, treatment, storage and disposal of such wastes.

Protection of Species, Habitats and Wetlands

Various federal and state statutes, such as the Endangered Species Act, the Migratory Bird Treaty Act, the CWA and the Oil Pollution Act, prohibit certain activities that may adversely affect endangered or threatened animal, fish and plant species and/or their designated habitats, wetlands, or other natural resources. If one of our LNG terminals or pipelines may adversely affect a protected species or its habitat, we may be required to develop and follow a plan to avoid those impacts. In that case, siting, construction or operation may be delayed or restricted and cause us to incur increased costs.

Market Factors

Our ability to enter into additional long-term SPAs to underpin the development of additional Trains, sell any quantities of LNG available under the SPAs with Cheniere Marketing, or develop new projects is subject to market factors. These factors include changes in worldwide supply and demand for natural gas, LNG and substitute products, the relative prices for natural gas, crude oil and substitute products in North America and international markets, the rate of fuel switching for power generation from coal, nuclear or oil to natural gas and economic growth in developing countries. In addition, our ability to obtain additional funding to execute our business strategy is subject to the investment community's appetite for investment in LNG and natural gas infrastructure and our ability to access capital markets.

We expect that global demand for natural gas and LNG will continue to increase as nations seek more abundant, reliable and environmentally cleaner fuel alternatives to oil and coal. Global demand for natural gas is projected by the International Energy Agency to grow by approximately 19 trillion cubic feet ("Tcf") between 2016 and 2025, with LNG's share growing from about 10% currently to about 15% of the global gas market. Wood Mackenzie forecasts that global demand for LNG will increase by 65%, from approximately 255 mtpa, or 12.2 Tcf, in 2016, to approximately 422 mtpa, or 20.3 Tcf, in 2025, and that LNG production from existing facilities already under construction will be able to supply the market with approximately 386 mtpa in 2025, resulting in a market need for construction of additional facilities capable of producing an incremental 36.4 mtpa of LNG. We believe the capital and operating costs of the uncommitted capacity of our SPL Project, CCL Project and Corpus Christi Expansion Project are competitive with new proposed projects globally and we are well-positioned to capture a portion of this incremental market need.

We have limited exposure, particularly in the LNG terminal business for our seven Trains under construction, to the decline in oil prices as we have contracted a significant portion of our LNG production capacity under long-term sale and purchase agreements. These agreements contain fixed fees that are required to be paid even if the customers elect to cancel or suspend delivery of LNG cargoes. We have contracted an aggregate amount of LNG that is between approximately 80% to 95% of the expected aggregate adjusted nominal production capacity for Trains 1 through 5 of the SPL Project with third-party customers. We have contracted an aggregate amount of LNG that is between approximately 85% to 95% of the expected aggregate adjusted nominal production capacity for Trains 1 through 5 of the SPL Project with third-party customers. We have contracted an aggregate amount of LNG that is between approximately 85% to 95% of the expected aggregate adjusted nominal production capacity of Trains 1 and 2 of the CCL Project with third-party customers. As of January 31, 2018, U.S. natural gas prices indicate that LNG exported from the U.S. continues to be competitively priced, supporting the opportunity for U.S. LNG to fill uncontracted future demand through the execution of long-term, medium-term and short-term contracting of LNG from our terminals.

Subsidiaries

Our assets are generally held by or under our subsidiaries. We conduct most of our business through these subsidiaries, including the development, construction and operation of our LNG terminal business and the development and operation of our LNG and natural gas marketing business.

Employees

We had 1,230 full-time employees at January 31,2018.

Available Information

Our common stock has been publicly traded since March 24, 2003 and is traded on the NYSE American under the symbol "LNG." Our principal executive offices are located at 700 Milam Street, Suite 1900, Houston, Texas 77002, and our telephone number is (713) 375-5000. Our internet address is www.cheniere.com. We provide public access to our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports as soon as reasonably practicable after we electronically file those materials with, or furnish those materials to, the SEC under the Exchange Act. These reports may be accessed free of charge through our internet website. We make our website content available for informational purposes only. The website should not be relied upon for investment purposes and is not incorporated by reference into this Form 10-K.

We will also make available to any stockholder, without charge, copies of our annual report on Form 10-K as filed with the SEC. For copies of this, or any other filing, please contact: Cheniere Energy, Inc., Investor Relations Department, 700 Milam Street Suite 1900, Houston, Texas 77002 or call (713) 375-5000. In addition, the public may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an internet site (www.sec.gov) that contains reports, proxy and information statements and other information regarding issuers, like us, that file electronically with the SEC.

ITEM 1A. RISK FACTORS

The following are some of the important factors that could affect our financial performance or could cause actual results to differ materially from estimates or expectations contained in our forward-looking statements. We may encounter risks in addition to those described below. Additional risks and uncertainties not currently known to us, or that we currently deem to be immaterial, may also impair or adversely affect our business, contracts, financial condition, operating results, cash flows, liquidity and prospects.

The risk factors in this report are grouped into the following categories:

- Risks Relating to Our Financial Matters;
- Risks Relating to Our LNG Terminal Operations and Commercialization;
- Risks Relating to Our LNG Business in General; and
- Risks Relating to Our Business in General.

Risks Relating to Our Financial Matters

Our existing level of cash resources and significant debt could cause us to have inadequate liquidity and could materially and adversely affect our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

As of December 31, 2017, we had \$722 million of cash and cash equivalents, \$1.9 billion of current restricted cash, \$11 million of non-current restricted cash and \$26.1 billion of total debt outstanding on a consolidated basis (before debt discounts, debt premiums and unamortized debt issuance costs), excluding\$914 million aggregate outstanding letters of credit. We incur, and will incur, significant interest expense relating to the assets at the Sabine Pass and Corpus Christi LNG terminals, and we anticipate needing to incur additional debt to finance the construction of Train 6 of the SPL Project and Train 3 of the CCL Project. Our ability to fund our capital expenditures and refinance our indebtedness will depend on our ability to access additional project financing as well as the debt and equity capital markets. A variety of factors beyond our control could impact the availability or cost of capital, including domestic or international economic conditions, increases in key benchmark interest rates and/or credit spreads, the adoption of new or amended banking or capital market laws or regulations and the repricing of market risks and volatility in capital and financial markets. Our financing costs could increase or future borrowings or equity offerings may be unavailable to us or unsuccessful, which could cause us to be unable to pay or refinance our indebtedness facilities was unable to perform on its commitments, we may need to seek replacement financing, which may not be available as needed, or may be available in more limited amounts or on more expensive or otherwise unfavorable terms.



We have not been profitable historically. We may not achieve profitability or generate positive operating cash flow in the future.

We had net losses attributable to common stockholders of \$393 million, \$610 million and \$975 million for the years ended December 31,2017, 2016 and 2015, respectively. In the future, we may incur operating losses and experience negative operating cash flow. We may not be able to reduce costs, increase revenues or reduce our debt service obligations sufficiently to maintain our cash resources, which could cause us to have inadequate liquidity to continue our business.

We will continue to incur significant capital and operating expenditures while we develop and construct the SPL Project and the CCL Project. Any delays beyond the expected development period for our Trains could cause, and could increase the level of, our operating losses and negative operating cash flows. Our future liquidity may also be affected by the timing of construction financing availability in relation to the incurrence of construction costs and other outflows and by the timing of receipt of cash flows under SPAs in relation to the incurrence of project and operating expenses. Moreover, many factors (including factors beyond our control) could result in a disparity between liquidity sources and cash needs, including factors such as construction delays and breaches of agreements. Our ability to generate any significant positive operating cash flow and achieve profitability in the future is dependent on our ability to successfully and timely complete and operate the applicable Train.

We may sell equity or equity-related securities or assets, including equity interests in Cheniere Partners or Cheniere Holdings. Such sales could dilute our stockholders' proportionate indirect interests in our assets, business operations and proposed liquefaction and other projects of Cheniere Partners or other subsidiaries, and could adversely affect the market price of our common stock.

We have pursued and are pursuing a number of alternatives in order to finance the construction of Train 6 of theSPL Project and Train 3 of the CCL Project, including potential issuances and sales of additional equity or equity-related securities by us, Cheniere Partners, or Cheniere Holdings. Such sales, in one or more transactions, could dilute our stockholders' proportionate indirect interests in our assets, business operations and proposed projects of Cheniere Partners, including the SPL Project, or in other subsidiaries or projects, including the CCL Project. In addition, such sales, or the anticipation of such sales, could adversely affect the market price of our common stock.

Our stockholders may experience dilution upon the conversion of our convertible notes.

In November 2014, we issued an aggregate principal amount of \$1.0 billion Convertible Unsecured Notes due 2021(the "2021 Cheniere Convertible Unsecured Notes") to RRJ Capital II Ltd, Baytree Investments (Mauritius) Pte Ltd and Seatown Lionfish Pte. Ltd. In March 2015, we issued \$625.0 million aggregate principal amount of 4.25% Convertible Senior Notes due 2045 (the "2045 Cheniere Convertible Senior Notes") to certain investors through a registered direct offering. In May 2015, CCH HoldCo II issued \$1.0 billion aggregate principal amount of 11% Convertible Senior Secured Notes due 2025 (the "2025 CCH HoldCo II Convertible Senior Notes" and together with the 2021 Cheniere Convertible Unsecured Notes and the 2045 Cheniere Convertible Senior Notes, the "Convertible Notes") to EIG Management Company, LLC. We have the option to satisfy the 2021 Cheniere Convertible Unsecured Notes and the 2045 Cheniere Convertible Senior Notes conversion obligations with cash, common stock or a combination thereof. The 2025 CCH HoldCo II Convertible Senior Notes conversion obligations must be satisfied with common stock. The 2021 Cheniere Convertible Unsecured Notes are convertible at an initial conversion price of \$93.64. Prior to December 15, 2044, the 2045 Cheniere Convertible Senior Notes will be convertible upon the occurrence of certain conditions, and on and after such date they will become freely convertible. The 2045 Cheniere Convertible Senior Notes will become convertible into the common stock of Cheniere at an initial conversion price of \$138.38 per share. Provided the total market capitalization of Cheniere at that time is not less than \$10.0 billion, the 2025 CCH HoldCo II Convertible Senior Notes will be convertible at CCH HoldCo II's option on or after the later of (1) 58 months from May 1, 2015 and (2) the substantial completion of Train 2 of the CCL Project (the "Eligible Conversion Date"). The conversion price for 2025 CCH HoldCo II Convertible Senior Notes converted at CCH HoldCo It's option is the lower of (1) a 10% discount to the average of the daily volume-weighted average price ("VWAP") of our common stock for the 90 trading day period prior to the date on which notice of conversion is provided and (2) a 10% discount to the closing price of our common stock on the trading day preceding the date on which notice of conversion is provided. At the option of the holders, the 2025 CCH HoldCo II Convertible Senior Notes are convertible on or after the six-month anniversary of the Eligible Conversion Date, provided the total market capitalization of Cheniere at that time is not less than \$10.0 billion, at a conversion price equal to the average of the dailyWAP of our common stock for the 90 trading day period prior to the date on which notice of conversion is provided. The conversion of some or all of the Convertible Notes into shares of our common stock will dilute the ownership percentages and voting power of our existing stockholders. Based on the initial conversion price, if we elect to satisfy the entire conversion obligations of the 2021 Cheniere Convertible Unsecured Notes and the 2045 Cheniere Convertible Senior Notes with common stock, an aggregate of approximately 19.1 million shares of our common stock would be



issued upon the conversion, assuming the notes are converted at maturity and all interest on the notes is paid in kind for th2021 Cheniere Convertible Unsecured Notes. Because the conversion rate for the 2025 CCH HoldCo II Convertible Senior Notes will depend on the price of our common stock at the time of conversion, we cannot meaningfully estimate the number of shares of our common stock, if any, that would be issued upon the conversion of such notes; however, under these convertible notes, a maximum of 47,108,466 shares of our common stock (subject to adjustment in the event of a stock split) may be issued in the aggregate upon the conversion of all of the 2025 CCH HoldCo II Convertible Senior Notes. Any sales in the public market of the shares issuable upon conversion of theConvertible Notes could adversely affect the prevailing market prices of our common stock. In addition, the existence of the Convertible Notes may encourage short selling by market participants because the conversion of the Convertible Notes could be used to satisfy short positions, or the anticipated conversion of theConvertible Notes into shares of our common stock could depress the price of our common stock.

Our ability to generate cash is substantially dependent upon the performance by customers under long-term contracts that we have entered into, and we could be materially and adversely affected if any customer fails to perform its contractual obligations for any reason.

Our future results and liquidity are substantially dependent upon performance by Chevron and Total, each of which has entered into a TUA with SPLNG and agreed to pay SPLNG approximately \$125 million annually; on the performance, upon satisfaction of the conditions precedent to payment thereunder, by six third-party customers that have entered into SPAs with SPL and agreed to pay SPL an aggregate of \$2.9 billion annually in fixed fees; and upon satisfaction of the conditions precedent to payment thereunder, by six third-party customers that have entered into SPAs with CCL for Trains 1 and 2 and agreed to pay an aggregate of \$1.4 billion annually in fixed fees. We are dependent on each customer's continued willingness and ability to perform its obligations under its SPA. We are exposed to the credit risk of any guarantor of these customers' obligations under their respective TUA or SPA in the event that we must seek recourse under a guaranty. If any customer fails to perform its obligations under its TUA or SPA, our business, contracts, financial condition, operating results, cash flow, liquidity and prospects could be materially and adversely affected, even if we were ultimately successful in seeking damages from that customer or its guarantor for a breach of the TUA or SPA.

Each of our customer contracts is subject to termination under certain circumstances.

Each of the SPAs contains various termination rights allowing our customers to terminate their SPAs, including, without limitation: (1) upon the occurrence of certain events of force majeure; (2) if we fail to make available specified scheduled cargo quantities; and (3) delays in the commencement of commercial operations. SPL or CCL, as applicable, may not be able to replace these SPAs on desirable terms, or at all, if they are terminated.

Each of SPLNG's long-term TUAs contains various termination rights. For example, each customer may terminate its TUA if the Sabine Pass LNG terminal experiences a force majeure delay for longer than 18 months, fails to redeliver a specified amount of natural gas in accordance with the customer's redelivery nominations or fails to accept and unload a specified number of the customer's proposed LNG cargoes. SPLNG may not be able to replace these TUAs on desirable terms, or at all, if they are terminated.

Our subsidiaries may be restricted under the terms of their indebtedness from making distributions under certain circumstances, which may limit Cheniere Partners' ability to pay or increase distributions to us or inhibit our access to cash flows from the CCL Project and could materially and adversely affect us.

The agreements governing our subsidiaries' indebtedness restrict payments that our subsidiaries can make to Cheniere Partners or us in certain events and limit the indebtedness that our subsidiaries can incur. For example, SPL is restricted from making distributions under agreements governing its indebtedness generally until, among other requirements, deposits are made into debt service reserve accounts and a debt service coverage ratio of 1.25:1.00 is satisfied.

CCH is restricted from making distributions under agreements governing its indebtedness generally until, among other requirements, the completion of the construction of Trains 1 and 2 of the CCL Project, funding of a debt service reserve account equal to six months of debt service and achieving a historical debt service coverage ratio and fixed projected debt service coverage ratio of at least 1.25:1.00.



CCH HoldCo II is restricted from making distributions to Cheniere under agreements governing its indebtedness generally until, among other requirements, Trains 1 and 2 of the CCL Project are in commercial operation and a historical debt service coverage ratio and a projected fixed debt services coverage ratio of 1.20:1.00 are achieved.

Our subsidiaries' inability to pay distributions to Cheniere Partners or us to incur additional indebtedness as a result of the foregoing restrictions in the agreements governing their indebtedness may inhibit Cheniere Partners' ability to pay or increase distributions to us and its other unitholders or inhibit our access to cash flows from the CCL Project, which could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Restrictions in agreements governing us and our subsidiaries' indebtedness may prevent us and our subsidiaries from engaging in certain beneficial transactions.

In addition to restrictions on the ability of us, Cheniere Partners, SPL, CCH and CCH HoldCo II to make distributions or incur additional indebtedness, the agreements governing our indebtedness also contain various other covenants that may prevent us from engaging in beneficial transactions, including limitations on our ability to:

- make certain investments;
- purchase, redeem or retire equity interests;
- issue preferred stock;
- sell or transfer assets;
- incur liens;
- enter into transactions with affiliates;
- consolidate, merge, sell or lease all or substantially all of our assets; and
- enter into sale and leaseback transactions.

Our use of hedging arrangements may adversely affect our future operating results or liquidity.

To reduce our exposure to fluctuations in the price, volume and timing risk associated with the purchase of natural gas, we use futures, swaps and option contracts traded or cleared on the Intercontinental Exchange and the New York Mercantile Exchange or over-the-counter options and swaps with other natural gas merchants and financial institutions. Hedging arrangements would expose us to risk of financial loss in some circumstances, including when:

- expected supply is less than the amount hedged;
- the counterparty to the hedging contract defaults on its contractual obligations; or
- there is a change in the expected differential between the underlying price in the hedging agreement and actual prices received.

The use of derivatives also may require the posting of cash collateral with counterparties, which can impact working capital when commodity prices change.

The swaps regulatory and other provisions of the Dodd-Frank Act and the rules adopted thereunder and other regulations, including EMIR and REMIT, could adversely affect our ability to hedge risks associated with our business and our operating results and cash flows.

The provisions of the Dodd-Frank Act and the rules adopted and to be adopted by theCFTC, the SEC and other federal regulators establishing federal regulation of the over-the-counter ("OTC") derivatives market and entities like us that participate in that market may adversely affect our ability to manage certain of our risks on a cost effective basis. Such laws and regulations may also adversely affect our ability to execute our strategies with respect to hedging our exposure to variability in expected future cash flows attributable to the future sale of our LNG inventory and to price risk attributable to future purchases of natural gas to be utilized as fuel to operate our LNG terminals and to secure natural gas feedstock for our liquefaction facilities.

The CFTC has re-proposed position limits rules that would modify and expand the applicability of position limits on the amounts of certain speculative futures contracts, as well as economically equivalent options, futures and swaps for or linked to



certain physical commodities, including Henry Hub natural gas, that market participants may hold, subject to limited exemptions for certain bona fide hedging positions and other types of transactions. The CFTC also has adopted final rules regarding aggregation of positions that apply to futures on agricultural commodities, under which a party that controls the trading for the account of, or owns 10% or more of the equity interests in, another party will have to aggregate the positions in all such controlled accounts and of all such controlled or owned parties with their own positions for purposes of determining compliance with position limits rules unless an exemption applies. To the extent the revised CFTC position limits proposal becomes final, our ability to execute our hedging strategies described above could be limited. It is uncertain at this time whether, when and in what form the CFTC's proposed new position limits rules may become final and effective.

Under the Dodd-Frank Act and the rules adopted thereunder, we may be required to clear through a derivatives clearing organization any swaps into which we enter that fall within a class of swaps designated by the CFTC for mandatory clearing and we could have to execute trades in such swaps on certain trading platforms or exchanges. The CFTC has designated certain interest rate swaps and index credit default swaps for mandatory clearing, but has not yet proposed rules designating any physical commodity swaps, for mandatory clearing or mandatory exchange trading. Although we expect to qualify for the end-user exception from the mandatory clearing and trade execution requirements for our swaps entered into to hedge our commercial risks, if we fail to qualify for that exception as to any swap we enter into and have to clear that swap through a derivatives clearing organization, we could be required to post margin with respect to such swap, our cost of entering into and maintaining such swap could increase and we would not enjoy the same flexibility with the cleared swaps that we enjoy with the uncleared OTC swaps we enter into. Moreover, the application of the mandatory clearing and trade execution requirements to other market participants, such as swap dealers, may change the market cost and general availability in the market of swaps of the type we enter into hedge our commercial risks and, thus, the cost and availability of the swaps that we use for hedging.

As required by the Dodd-Frank Act, the CFTC and federal banking regulators have adopted rules to require certain market participants to collect and post initial and/or variation margin with respect to uncleared swaps from their counterparties that are financial end users and certain registered swap dealers and major swap participants. Although we believe we will not be required to post margin with respect to any uncleared swaps we enter into in the future, were we required to post margin as to our uncleared swaps in the future, our cost of entering into and maintaining swaps would be increased. Our counterparties that are subject to the regulations imposing the Basel III capital requirements on them may increase the cost to us of entering into swaps with them or, although not required to collect margin from us under the margin rules, contractually require us to post collateral with them in connection with such swaps in order to offset their increased capital costs or to reduce their capital costs to maintain those swaps on their balance sheets.

The Dodd-Frank Act also imposes other regulatory requirements on swaps market participants, including end users of swaps, such as regulations relating to swap documentation, reporting and recordkeeping, and certain business conduct rules applicable to swap dealers and major swap participants. Together with the Basel III capital requirements on certain swaps market participants, the regulatory requirements of the Dodd-Frank Act and the rules thereunder relating to swaps and derivatives market participants could significantly increase the cost of derivative contracts (including through requirements to post margin or collateral), materially alter the terms of derivative contracts, reduce the availability of derivatives to protect against certain risks that we encounter and reduce our ability to monetize or restructure our existing derivative contracts and to execute our hedging strategies. If, as a result of the swaps regulatory regime discussed above, we were to reduce our use of swaps to hedge our risks, such as commodity price risks that we encounter in our operations, our operating results and cash flows may become more volatile and could be otherwise adversely affected.

The Federal Reserve Board also has proposed rules that would limit certain physical commodity activities of financial holding companies. Such rules, if adopted, may adversely affect our ability to execute our strategies by restricting our available counterparties for certain types of transactions, limiting our ability to obtain certain services, and reducing liquidity in physical and financial markets. It is uncertain at this time whether, when and in what form the Federal Reserve's proposed rules regarding financial holding companies may become final and effective.

EMIR may result in increased costs for OTC derivative counterparties entering into swaps subject to EMIR. We, and our non-EU subsidiaries and affiliates, are each categorized as an entity that would be a non-financial counterparty below EMIR's clearing threshold (a "TCE NFC-") when transacting OTC derivatives with EU counterparties as our derivatives business is used for hedging alone. Our entities which are TCE NFC-s are not directly subject to EMIR when transacting with EU counterparties. However, an EU counterparty requires a TCE NFC- to undertake certain obligations required by EMIR in order to ensure the EU counterparty's compliance with EMIR. Further, our EU subsidiaries and affiliates are each categorized as a non-financial counterparty below EMIR's clearing threshold (a "NFC-") when transacting OTC derivatives and accordingly are directly subject

to EMIR. Regulation under EMIR as a NFC-, or complying with the obligations imposed upon a TCE NFC- by an EU counterparty as a consequence of EMIR, could significantly increase the cost of derivatives contracts, materially alter the terms of derivatives contracts and reduce the availability of derivatives to protect against risks that we encounter. The increased costs may have an adverse impact on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Our subsidiaries and affiliates operating in the EU may be subject to REMIT as wholesale energy market participants. This classification imposes increased regulatory obligations on our subsidiaries and affiliates, including a prohibition to use or disclose insider information or to engage in market manipulation in wholesale energy markets, and an obligation to report certain data. These regulatory obligations may increase the cost of compliance for our business and if we violate these laws and regulations, we could be subject to investigation and penalties.

We expect that our hedging activities will remain subject to significant and developing regulations and regulatory oversight. However, the full impact of the various U.S. (and non-U.S.) regulatory developments in connection with these activities will not be known with certainty until such derivatives market regulations are fully implemented and related market practices and structures are fully developed.

In making our investment decisions for the SPL Project, we have relied on several economic development programs in Louisiana, including Industrial Tax Exemption ("ITE") contracts. If we were to lose significant tax incentives through the economic development programs or if the ITE contracts were declared void, the loss of such tax incentives and/or exemptions could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

SPL has utilized the ITE program, which is available for a "new" manufacturing establishment or an "addition" to an existing manufacturing establishment. SPL has entered into a total of nine ITE contracts, which exempt from ad valorem property taxes all of SPL's assets when placed in service.

On October 12, 2016, a lawsuit was filed by JMCB, LLC ("JMCB") against SPL, the Louisiana Department of Economic Development ("LED") and the Louisiana Board of Commerce and Industry ("BCI") (the "Pending Matter"). In the Pending Matter, JMCB contends that one of SPL's ITE contracts should be declared an improper and unauthorized act of BCI. JMCB asks the court to declare the contract null and void and without legal effect. JMCB's petition is filed as a class action that seeks declaratory relief for all similarly situated taxpayers in Cameron Parish and for the governmental agencies that would have received the ad valorem property taxes, but for the ITE contract. SPL believes that the likelihood that the resolution of the Pending Matter will have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity or prospects is remote. If we do not prevail in the Pending Matter, the loss of such tax exemption could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Risks Relating to Our LNG Terminal Operations and Commercialization

Operation of the Sabine Pass LNG terminal, the SPL Project and the CCL Project, our pipelines and other facilities that we may construct involves significant risks.

As more fully discussed in these Risk Factors, the Sabine Pass LNG terminal, the SPL Project and the CCL Project, our pipelines and our other existing and proposed LNG facilities face operational risks, including the following:

- the facilities' performing below expected levels of efficiency;
- breakdown or failures of equipment;
- operational errors by vessel or tug operators;
- operational errors by us or any contracted facility operator;
- labor disputes; and
- weather-related interruptions of operations.



We may not be successful in fully implementing our proposed business strategy to provide liquefaction capabilities at the Sabine Pass LNG terminal adjacent to the existing regasification facilities or the CCL Project.

It will take several years to construct the SPL Project and the CCL Project, and even if successfully constructed, the SPL Project and the CCL Project would be subject to the operating risks described herein. Accordingly, there are many risks associated with the SPL Project and the CCL Project, and if we are not successful in implementing our business strategy, we may not be able to generate cash flows, which could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Cost overruns and delays in the completion of one or more Trains or the Corpus Christi Pipeline, as well as difficulties in obtaining sufficient financing to pay for such costs and delays, could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

The actual construction costs of the Trains or the Corpus Christi Pipeline may be significantly higher than our current estimates as a result of many factors, including change orders under existing or future EPC contracts resulting from the occurrence of certain specified events that may giveBechtel the right to cause us to enter into change orders or resulting from changes with which we otherwise agree. We have already experienced increased costs due to change orders. We do not have any prior experience in constructing liquefaction facilities, and other than Trains 1 through 4 of the SPL Project, as of January 2018, no liquefaction facilities have been constructed and placed in service in the United States in over 40 years. As construction progresses, we may decide or be forced to submit change orders to our contractor that could result in longer construction periods, higher construction costs or both, including change orders to comply with existing or future environmental or other regulations.

Delays in the construction of one or more Trains or the Corpus Christi Pipeline beyond the estimated development periods, as well as change orders to the EPC contracts with Bechtel or any future EPC contract related to additional Trains or the Corpus Christi Pipeline, could increase the cost of completion beyond the amounts that we estimate, which could require us to obtain additional sources of financing to fund our operations until the applicable liquefaction project is fully constructed (which could cause further delays). Our ability to obtain financing that may be needed to provide additional funding to cover increased costs will depend, in part, on factors beyond our control. Accordingly, we may not be able to obtain financing on terms that are acceptable to us, or at all. Even if we are able to obtain financing, we may have to accept terms that are disadvantageous to us or that may have a material adverse effect on our current or future business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Delays in the completion of one or more Trains could lead to reduced revenues or termination of one or more of the SPAs by our customers.

Any delay in completion of a Train could cause a delay in the receipt of revenues projected therefrom or cause a loss of one or more customers in the event of significant delays. In particular, each of our SPAs provides that the customer may terminate that SPA if the relevant Train does not timely commence commercial operations. As a result, any significant construction delay, whatever the cause, could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Our ability to complete development of additional Trains will be contingent on our ability to obtain additional funding. If we are unable to obtain sufficient funding, we may be unable to fully execute our business strategy.

We will require significant additional funding to be able to commence construction of Train 6 of theSPL Project and Train 3 of the CCL Project, which we may not be able to obtain at a cost that results in positive economics, or at all. The inability to achieve acceptable funding may cause a delay in the development of additional Trains, and we may not be able to complete our business plan. Even if we are able to obtain funding, the funding may be inadequate to cover any increases in costs or delays in completion of the applicable Train, which may cause a delay in the receipt of revenues projected therefrom or cause a loss of one or more future customers in the event of significant delays. As a result, any significant construction delay, whatever the cause, could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.



Hurricanes or other disasters could result in an interruption of our operations, a delay in the completion of our liquefaction projects, higher construction costs and the deferral of the dates on which payments are due to us under the SPAs, all of which could adversely affect us.

In August and September of 2005, Hurricanes Katrina and Rita, respectively, damaged coastal and inland areas located in Texas, Louisiana, Mississippi and Alabama, resulting in the temporary suspension of construction of the Sabine Pass LNG terminal. In September 2008, Hurricane Ike struck the Texas and Louisiana coasts, and the Sabine Pass LNG terminal experienced minor damage. In August 2017, Hurricane Harvey struck the Texas and Louisiana coasts, and the Sabine Pass LNG terminal experienced a temporary suspension in construction and LNG loading operations. Construction on the Corpus Christi LNG terminal was also suspended.

Future storms and related storm activity and collateral effects, or other disasters such as explosions, fires, floods or accidents, could result in damage to, or interruption of operations at, the Sabine Pass LNG terminal or related infrastructure, as well as delays or cost increases in the construction and the development of the SPL Project, the CCL Project or our other facilities. Changes in the global climate may have significant physical effects, such as increased frequency and severity of storms, floods and rising sea levels; if any such effects were to occur, they could have an adverse effect on our coastal operations.

Failure to obtain and maintain approvals and permits from governmental and regulatory agencies with respect to the design, construction and operation of our facilities could impede operations and construction and could have a material adverse effect on us.

The design, construction and operation of interstate natural gas pipelines, LNG terminals, including theSPL Project and the CCL Project and other facilities, and the import and export of LNG and the transportation of natural gas, are highly regulated activities. Approvals of the FERC and DOE under Section 3 and Section 7 of the NGA, as well as several other material governmental and regulatory approvals and permits, including several under the CAA and the CWA, are required in order to construct and operate an LNG facility and an interstate natural gas pipeline and export LNG. Although the FERC has issued orders under Section 3 of the NGA authorizing the siting, construction and operation of six Trains and related facilities of the SPL Project and three Trains and related facilities of the NGA authorizing the construction and operation of the Creole Trail Pipeline and the Corpus Christi Pipeline, the FERC orders require us to comply with certain ongoing conditions and obtain certain additional approvals in conjunction with ongoing construction and operations of our liquefaction and pipeline facilities. We cannot control the outcome of the FERC's or the DOE's review and approval processes. Certain of these governmental permits, approvals and authorizations are or may be subject to rehearing requests, appeals and other challenges.

Authorizations obtained from the FERC, DOE and other federal and state regulatory agencies also contain ongoing conditions, and additional approval and permit requirements may be imposed. We do not know whether or when any such approvals or permits can be obtained, or whether any existing or potential interventions or other actions by third parties will interfere with our ability to obtain and maintain such permits or approvals. If we are unable to obtain and maintain the necessary approvals and permits, including as a result of untimely notices or filings, we may not be able to recover our investment in our projects. There is no assurance that we will obtain and maintain these governmental permits, approvals and authorizations, or that we will be able to obtain them on a timely basis, and failure to obtain and maintain any of these permits, approvals or authorizations could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

We are dependent on Bechtel and other contractors for the successful completion of the SPL Project and the CCL Project.

Timely and cost-effective completion of the SPL Project and the CCL Project in compliance with agreed specifications is central to our business strategy and is highly dependent on the performance of Bechtel and our other contractors under their agreements. The ability of Bechtel and our other contractors to perform successfully under their agreements is dependent on a number of factors, including their ability to:

- design and engineer each Train to operate in accordance with specifications;
- engage and retain third-party subcontractors and procure equipment and supplies;
- respond to difficulties such as equipment failure, delivery delays, schedule changes and failure to perform by subcontractors, some of which are beyond their control;
- attract, develop and retain skilled personnel, including engineers;

- post required construction bonds and comply with the terms thereof;
- manage the construction process generally, including coordinating with other contractors and regulatory agencies; and
- maintain their own financial condition, including adequate working capital.

Although some agreements may provide for liquidated damages if the contractor fails to perform in the manner required with respect to certain of its obligations, the events that trigger a requirement to pay liquidated damages may delay or impair the operation of the SPL Project and the CCL Project, and any liquidated damages that we receive may not be sufficient to cover the damages that we suffer as a result of any such delay or impairment. The obligations of Bechtel and our other contractors to pay liquidated damages under their agreements are subject to caps on liability, as set forth therein.

Furthermore, we may have disagreements with our contractors about different elements of the construction process, which could lead to the assertion of rights and remedies under their contracts and increase the cost of the SPL Project and the CCL Project or result in a contractor's unwillingness to perform further work on the SPL Project and the CCL Project. If any contractor is unable or unwilling to perform according to the negotiated terms and timetable of its respective agreement for any reason or terminates its agreement, we would be required to engage a substitute contractor. This would likely result in significant project delays and increased costs, which could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

We are relying on third-party engineers to estimate the future capacity ratings and performance capabilities of the SPL Project and the CCL Project, and these estimates may prove to be inaccurate.

We are relying on third parties, principally Bechtel, for the design and engineering services underlying our estimates of the future capacity ratings and performance capabilities of the SPL Project and the CCL Project. If any Train, when actually constructed, fails to have the capacity ratings and performance capabilities that we intend, our estimates may not be accurate. Failure of any of our Trains to achieve our intended capacity ratings and performance capabilities could prevent us from achieving the commercial start dates under our SPAs and could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

If third-party pipelines and other facilities interconnected to our pipelines and facilities are or become unavailable to transport natural gas, this could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

We depend upon third-party pipelines and other facilities that will provide gas delivery options to our liquefaction facilities and pipelines. If the construction of new or modified pipeline connections is not completed on schedule or any pipeline connection were to become unavailable for current or future volumes of natural gas due to repairs, damage to the facility, lack of capacity or any other reason, our ability to meet our SPA obligations and continue shipping natural gas from producing regions or to end markets could be restricted, thereby reducing our revenues which could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

We may not be able to purchase or receive physical delivery of sufficient natural gas to satisfy our delivery obligations under the SPAs, which could have a material adverse effect on us.

Under the SPAs with our customers, we are required to make available to them a specified amount of LNG at specified times. However, we may not be able to purchase or receive physical delivery of sufficient quantities of natural gas to satisfy those obligations, which may provide affected SPA customers with the right to terminate their SPAs. Our failure to purchase or receive physical delivery of sufficient quantities of natural gas could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Our interstate natural gas pipelines and their FERC gas tariffs are subject to FERC regulation.

Our interstate natural gas pipelines are subject to regulation by the FERC under the NGA and the Natural Gas Policy Act of 1978 (the "NGPA"). The FERC regulates the transportation of natural gas in interstate commerce, including the construction and operation of pipelines, the rates, terms of conditions of service and abandonment of facilities. Under the NGA, the rates charged by our interstate natural gas pipelines must be just and reasonable, and we are prohibited from unduly preferring or unreasonably discriminating against any person with respect to pipeline rates or terms and conditions of service. If we fail to



comply with all applicable statutes, rules, regulations and orders, our interstate pipelines could be subject to substantial penalties and fines.

In addition, as a natural gas market participant, should we fail to comply with all applicable FERC-administered statutes, rules, regulations and orders, we could be subject to substantial penalties and fines. Under the EPAct, the FERC has civil penalty authority under the NGA and the NGPA to impose penalties for current violations of up to \$1.3 million per day for each violation.

Pipeline safety integrity programs and repairs may impose significant costs and liabilities on us.

The PHMSA requires pipeline operators to develop integrity management programs to comprehensively evaluate certain areas along their pipelines and to take additional measures to protect pipeline segments located in "high consequence areas" where a leak or rupture could potentially do the most harm. As an operator, we are required to:

- perform ongoing assessments of pipeline integrity;
- identify and characterize applicable threats to pipeline segments that could impact a "high consequence area";
- improve data collection, integration and analysis;
- repair and remediate the pipeline as necessary; and
- implement preventative and mitigating actions.

We are required to maintain pipeline integrity testing programs that are intended to assess pipeline integrity. Any repair, remediation, preventative or mitigating actions may require significant capital and operating expenditures. Should we fail to comply with applicable statutes and the Office of Pipeline Safety's rules and related regulations and orders, we could be subject to significant penalties and fines.

Any reduction in the capacity of, or the allocations to, interconnecting, third-party pipelines could cause a reduction of volumes transported in our pipelines, which would adversely affect our revenues and cash flow.

We will be dependent upon third-party pipelines and other facilities to provide delivery options to and from our pipelines. If any pipeline connection were to become unavailable for volumes of natural gas due to repairs, damage to the facility, lack of capacity or any other reason, our ability to continue shipping natural gas to end markets could be restricted, thereby reducing our revenues. Any permanent interruption at any key pipeline interconnect which caused a material reduction in volumes transported on our pipelines could have a material adverse effect on our business, financial condition, operating results, cash flow, liquidity and prospects.

Failure to obtain and maintain approvals and permits from governmental and regulatory agencies with respect to the development and operation of our interstate natural gas pipelines would have a detrimental effect on us and our pipeline projects.

The design, construction and operation of interstate natural gas pipelines and the transportation of natural gas are all highly regulated activities. The FERC's approval under Section 7 of the NGA, as well as several other material governmental and regulatory approvals and permits, including several under the CAA and the CWA from the USACE and state environmental agencies, are required in order to construct and operate an interstate natural gas pipeline. We have no control over the outcome of the review and approval process. We do not know whether or when any such approvals or permits can be obtained, or whether or not any existing or potential interventions or other actions by third parties will interfere with our ability to obtain and maintain such permits or approvals. If we are unable to obtain and maintain the necessary approvals and permits, we may not be able to recover our investment in our pipeline projects. There is no assurance that we will obtain and maintain these governmental permits, approvals and adverse effect on our business, financial condition, operating results, liquidity and prospects.



Our business could be materially and adversely affected if we lose the right to situate our pipelines on property owned by third parties.

We do not own the land on which our pipelines are situated, and we are subject to the possibility of increased costs to retain necessary land use rights. If we were to lose these rights or be required to relocate our pipelines, our business could be materially and adversely affected.

Our exposure to the performance and credit risks of counterparties under agreements may adversely affect our operating results, liquidity and access to financing.

Our integrated marketing function involves our entering into various purchase and sale, hedging and other transactions with numerous third parties (commonly referred to as "counterparties"). In such arrangements, we are exposed to the performance and credit risks of our counterparties, including the risk that one or more counterparties fails to perform its obligation to make deliveries of commodities and/or to make payments. These risks may increase during periods of commodity price volatility. Defaults by suppliers and other counterparties may adversely affect our operating results, liquidity and access to financing.

We may not be able to contract with customers to sell LNG produced in excess of the aggregate annual contract quantitiescommitted to SPL's and CCL's third-party SPAs.

We expect to sell any LNG produced in excess of the aggregate annual contract quantity committed to SPL's and CCL's third-party SPAs through our integrated marketing function. We are developing a portfolio of long-, medium- and short-term SPAs to transport and unload commercial LNG cargoes to locations worldwide, which is primarily sourced by LNG produced by the SPL Project and the CCL Project in excess of the contract quantities committed to SPL's and CCL's third party SPAs, supplemented by volume procured from other locations worldwide, as needed. Failure to secure buyers for a sufficient amount of LNG could materially and adversely affect our operating results, cash flows and liquidity.

Risks Relating to Our LNG Businesses in General

We may not construct or operate all of our proposed LNG facilities or Trains or any additional LNG facilities or Trains beyond those currently planned, which could limit our growth prospects.

We may not construct some of our proposed LNG facilities or Trains, whether due to lack of commercial interest or inability to obtain financing or otherwise. Our ability to develop additional liquefaction facilities will also depend on the availability and pricing of LNG and natural gas in North America and other places around the world. Competitors may have longer operating histories, more development experience, greater name recognition, larger staffs and substantially greater financial, technical and marketing resources and access to sources of natural gas and LNG than we do. If we are unable or unwilling to construct and operate additional LNG facilities, our prospects for growth will be limited.

Our cost estimates for Trains are subject to change as a result of cost overruns, change orders under existing or future construction contracts, changes in commodity prices (particularly nickel and steel), escalating labor costs and the potential need for additional funds to be expended to maintain construction schedules. In the event we experience cost overruns, delays or both, the amount of funding needed to complete a Train could exceed our available funds and result in our failure to complete such Train and thereby negatively impact our business and limit our growth prospects.

Cyclical or other changes in the demand for and price of LNG and natural gas may adversely affect our LNG business and the performance of our customers and could have a material adverse effect on our business, contracts, financial condition, operating results, cash flows, liquidity and prospects.

Our LNG business and the development of domestic LNG facilities and projects generally is based on assumptions about the future availability and price of natural gas and LNG and the prospects for international natural gas and LNG markets. Natural gas and LNG prices have been, and are likely to continue to be, volatile and subject to wide fluctuations in response to one or more of the following factors:

- additions to competitive regasification capacity in North America, Europe, Asia and other markets, which could divert LNG from the Sabine Pass LNG terminal;
- competitive liquefaction capacity in North America;

- insufficient or oversupply of natural gas liquefaction or receiving capacity worldwide;
- insufficient LNG tanker capacity;
- weather conditions:
- reduced demand and lower prices for natural gas;
- increased natural gas production deliverable by pipelines, which could suppress demand for LNG;
- decreased oil and natural gas exploration activities, which may decrease the production of natural gas;
- cost improvements that allow competitors to offer LNG regasification services or provide natural gas liquefaction capabilities at reduced prices;
- changes in supplies of, and prices for, alternative energy sources such as coal, oil, nuclear, hydroelectric, wind and solar energy, which may reduce the demand for natural gas;
- changes in regulatory, tax or other governmental policies regarding imported or exported LNG, natural gas or alternative energy sources, which may reduce the demand for imported or exported LNG and/or natural gas;
- political conditions in natural gas producing regions;
- adverse relative demand for LNG compared to other markets, which may decrease LNG imports into or exports from North America; and
- cyclical trends in general business and economic conditions that cause changes in the demand for natural gas.

Adverse trends or developments affecting any of these factors could result in decreases in the price of LNG and/or natural gas, which could materially and adversely affect the performance of our customers, and could have a material adverse effect on our business, contracts, financial condition, operating results, cash flows, liquidity and prospects.

Failure of imported or exported LNG to be a competitive source of energy for international markets could adversely affect our customers and could materially and adversely affect our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Operations of the SPL Project are, and operations at the CCL Project will be, dependent upon the ability of our SPA customers to deliver LNG supplies from the United States, which is primarily dependent upon LNG being a competitive source of energy internationally. The success of our business plan is dependent, in part, on the extent to which LNG can, for significant periods and in significant volumes, be supplied from North America and delivered to international markets at a lower cost than the cost of alternative energy sources. Through the use of improved exploration technologies, additional sources of natural gas may be discovered outside the United States, which could increase the available supply of natural gas outside the United States and could result in natural gas in those markets being available at a lower cost than LNG exported to those markets.

Operations at the Sabine Pass LNG terminal are dependent, in part, upon the ability of our TUA customers to import LNG supplies into the United States, which is primarily dependent upon LNG being a competitive source of energy in North America. In North America, due mainly to a historically abundant supply of natural gas and discoveries of substantial quantities of unconventional, or shale, natural gas, imported LNG has not developed into a significant energy source. The success of the regasification services component of our business plan is dependent, in part, on the extent to which LNG can, for significant periods and in significant volumes, be produced internationally and delivered to North America at a lower cost than the cost to produce some domestic supplies of natural gas, or other alternative energy sources. Through the use of improved exploration technologies, additional sources of natural gas have recently been and may continue to be discovered in North America, which could further increase the available supply of natural gas and could result in natural gas being available at a lower cost than imported LNG.

Political instability in foreign countries that import or export natural gas, or strained relations between such countries and the United States, may also impede the willingness or ability of LNG purchasers or suppliers and merchants in such countries to import or export LNG from or to the United States. Furthermore, some foreign purchasers or suppliers of LNG may have economic or other reasons to obtain their LNG from, or direct their LNG to, non-U.S. markets or from or to our competitors' liquefaction or regasification facilities in the United States.

In addition to natural gas, LNG also competes with other sources of energy, including coal, oil, nuclear, hydroelectric, wind and solar energy. LNG from the SPL Project and the CCL Project also competes with other sources of LNG, including LNG that



is priced to indices other than Henry Hub. Some of these sources of energy may be available at a lower cost than LNG from the SPL Project and the CCL Project in certain markets. The cost of LNG supplies from the United States, including the SPL Project and the CCL Project, may also be impacted by an increase in natural gas prices in the United States.

As a result of these and other factors, LNG may not be a competitive source of energy in the United States or internationally. The failure of LNG to be a competitive supply alternative to local natural gas, oil and other alternative energy sources in markets accessible to our customers could adversely affect the ability of our customers to deliver LNG from the United States or to the United States on a commercial basis. Any significant impediment to the ability to deliver LNG to or from the United States generally, or to the Sabine Pass LNG terminal or from the SPL Project and the CCL Project specifically, could have a material adverse effect on our customers and on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Various economic and political factors could negatively affect the development, construction and operation of LNG facilities, including the SPL Project, the CCL Project and expansion projects, which could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

- Commercial development of an LNG facility takes a number of years, requires a substantial capital investment and may be delayed by factors such as:
- increased construction costs;
- economic downturns, increases in interest rates or other events that may affect the availability of sufficient financing for LNG projects on commercially reasonable terms;
- decreases in the price of LNG, which might decrease the expected returns relating to investments in LNG projects;
- the inability of project owners or operators to obtain governmental approvals to construct or operate LNG facilities;
- political unrest or local community resistance to the siting of LNG facilities due to safety, environmental or security concerns; and
- any significant explosion, spill or similar incident involving an LNG facility or LNG vessel.

There may be shortages of LNG vessels worldwide, which could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

The construction and delivery of LNG vessels require significant capital and long construction lead times, and the availability of the vessels could be delayed to the detriment of our business and our customers because of:

- an inadequate number of shipyards constructing LNG vessels and a backlog of orders at these shipyards;
- political or economic disturbances in the countries where the vessels are being constructed;
- changes in governmental regulations or maritime self-regulatory organizations;
- work stoppages or other labor disturbances at the shipyards;
- bankruptcy or other financial crisis of shipbuilders;
- quality or engineering problems;
- weather interference or a catastrophic event, such as a major earthquake, tsunami or fire; and
- shortages of or delays in the receipt of necessary construction materials.

We may not be able to secure firm pipeline transportation capacity on economic terms that is sufficient to meet our feed gas transportation requirements, which could have a material adverse effect on us.

We have contracted for firm capacity for our natural gas feedstock transportation requirements for Trains 1 through 5 of theSPL Project and Trains 1 and 2 of the CCL Project. We cannot control the regulatory and permitting approvals or third parties' construction times. If and when we need to replace one or more of our agreements with these interconnecting pipelines, we may not be able to do so on commercially reasonable terms or at all, which could impair our ability to fulfill our obligations under



certain of our SPAs and could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

We face competition based upon the international market price for LNG.

Our liquefaction projects are subject to the risk of LNG price competition at times when we need to replace any existing SPA, whether due to natural expiration, default or otherwise, or enter into new SPAs. Factors relating to competition may prevent us from entering into a new or replacement SPA on economically comparable terms as existing SPAs, or at all. Such an event could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects. Factors which may negatively affect potential demand for LNG from our liquefaction projects are diverse and include, among others:

- increases in worldwide LNG production capacity and availability of LNG for market supply;
- increases in demand for LNG but at levels below those required to maintain current price equilibrium with respect to supply;
- increases in the cost to supply natural gas feedstock to our liquefaction projects;
- decreases in the cost of competing sources of natural gas or alternate fuels such as coal, heavy fuel oil and diesel;
- decreases in the price of non-U.S. LNG, including decreases in price as a result of contracts indexed to lower oil
 prices;
- increases in capacity and utilization of nuclear power and related facilities; and
- displacement of LNG by pipeline natural gas or alternate fuels in locations where access to these energy sources is not currently available.

Terrorist attacks, including cyberterrorism, or military campaigns may adversely impact our business.

A terrorist, including a cyberterrorist, or military incident involving an LNG facility, our infrastructure or an LNG vessel may result in delays in, or cancellation of, construction of new LNG facilities, including one or more of the Trains, which would increase our costs and decrease our cash flows. A terrorist incident may also result in temporary or permanent closure of existing LNG facilities, including the Sabine Pass LNG terminal or the Creole Trail Pipeline, which could increase our costs and decrease our cash flows, depending on the duration and timing of the closure. Our operations could also become subject to increased governmental scrutiny that may result in additional security measures at a significant incremental cost to us. In addition, the threat of terrorism and the impact of military campaigns may lead to continued volatility in prices for natural gas that could adversely affect our business and our customers, including their ability to satisfy their obligations to us under our commercial agreements. Instability in the financial markets as a result of terrorism, including cyberterrorism, or war could also materially adversely affect our ability to raise capital. The continuation of these developments may subject our construction and our operations to increased risks, as well as increased costs, and, depending on their ultimate magnitude, could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Risks Relating to Our Business in General

We are subject to significant operating hazards and uninsured risks, one or more of which may create significant liabilities and losses for us.

The construction and operation of our LNG terminals and our pipelines are, and will be, subject to the inherent risks associated with these types of operations, including explosions, pollution, release of toxic substances, fires, hurricanes and adverse weather conditions and other hazards, each of which could result in significant delays in commencement or interruptions of operations and/or in damage to or destruction of our facilities or damage to persons and property. In addition, our operations and the facilities and vessels of third parties on which our operations are dependent face possible risks associated with acts of aggression or terrorism.

We do not, nor do we intend to, maintain insurance against all of these risks and losses. We may not be able to maintain desired or required insurance in the future at rates that we consider reasonable. The occurrence of a significant event not fully insured or indemnified against could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.



Existing and future environmental and similar laws and governmental regulations could result in increased compliance costs or additional operating costs or construction costs and restrictions.

Our business is and will be subject to extensive federal, state and local laws and regulations that regulate and restrict, among other things, discharges to air, land and water, with particular respect to the protection of the environment and natural resources; the handling, storage and disposal of hazardous materials, hazardous waste and petroleum products; and remediation associated with the release of hazardous substances. Many of these laws and regulations, such as the CAA, the Oil Pollution Act, the CWA and the RCRA, and analogous state laws and regulations, restrict or prohibit the types, quantities and concentration of substances that can be released into the environment in connection with the construction and operation of our facilities, and require us to maintain permits and provide governmental authorities with access to our facilities for inspection and reports related to our compliance. In addition, certain environmental laws and regulations authorize regulators having jurisdiction over our LNG terminals to issue compliance orders, which may restrict or limit operations or increase compliance or operating costs. Violation of these laws and regulations could lead to substantial liabilities, fines and penalties or to capital expenditures related to pollution control equipment that could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects. Federal and state laws impose liability, without regard to fault or the lawfulness of the original conduct, for the release of certain types or quantities of hazardous substances into the environment. As the owner and operator of our facilities, we could be liable for the costs of cleaning up hazardous substances released into the environment at or from our facilities and for resulting damage to natural resources.

In October 2015, the EPA promulgated a final rule to implement the Obama Administration's Clean Power Plan, which is designed to reduce GHG emissions from power plants in the United States. In February 2016, the U.S. Supreme Court stayed the final rule, effectively suspending the duty to comply with the rule until certain legal challenges are resolved. In March 2017, President Trump directed EPA via Executive Order to review and determine whether it is appropriate to revise or rescind the Clean Power Plan. On October 10, 2017, EPA issued a proposal to repeal the Clean Power Plan after concluding the October 2015 final rule exceeds EPA's statutory authority under the CAA. The October 2017 proposal does not include regulations to replace the Clean Power Plan and EPA stated in the October 2017 proposal that it has not determined whether it will issue replacement regulations to regulate GHG emissions from existing EGUs. The Trump Administration announced in June 2017 that the United States would withdraw from the Paris Accord, an international agreement within the United Nations Framework Convention on Climate Change under which the Obama Administration committed the United States to reducing its economy-wide GHG emission by 26-28% below 2005 levels by 2025. Other federal and state initiatives may be considered in the future to address GHG emissions through, for example, United States treaty commitments, direct regulation, a carbon emissions tax, or cap-and-trade programs. Such initiatives, including a future replacement rule for the Clean Power Plan could affect the demand for or cost of natural gas, which we consume at our terminals, or could increase compliance costs for our operations.

Other future legislation and regulations, such as those relating to the transportation and security of LNG imported to or exported from our terminals, could cause additional expenditures, restrictions and delays in our business and to our proposed construction, the extent of which cannot be predicted and which may require us to limit substantially, delay or cease operations in some circumstances. Revised, reinterpreted or additional laws and regulations that result in increased compliance costs or additional operating or construction costs and restrictions could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

A major health and safety incident relating to our business could be costly in terms of potential liabilities and reputational damage.

Health and safety performance is critical to the success of all areas of our business. Any failure in health and safety performance may result in personal harm or injury, penalties for non-compliance with relevant regulatory requirements or litigation, and a failure that results in a significant health and safety incident is likely to be costly in terms of potential liabilities. Such a failure could generate public concern and have a corresponding impact on our reputation and our relationships with relevant regulatory agencies and local communities, which in turn could have a material adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

We may experience increased labor costs, and the unavailability of skilled workers or our failure to attract and retain qualified personnel could adversely affect us. In addition, changes in our senior management or other key personnel could affect our business results.

We are dependent upon the available labor pool of skilled employees. We compete with other energy companies and other employers to attract and retain qualified personnel with the technical skills and experience required to construct and operate our facilities and pipelines and to provide our customers with the highest quality service. Our affiliates who hire personnel on our behalf are also subject to the Fair Labor Standards Act, which governs such matters as minimum wage, overtime and other working conditions. A shortage in the labor pool of skilled workers or other general inflationary pressures or changes in applicable laws and regulations could make it more difficult for us to attract and retain qualified personnel and could require an increase in the wage and benefits packages that we offer, thereby increasing our operating costs. Any increase in our operating costs could materially and adversely affect our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

We depend on our executive officers for various activities. We do not maintain key person life insurance policies on any of our personnel. Although we have arrangements relating to compensation and benefits with certain of our executive officers, we do not have any employment contracts or other agreements with key personnel other than our employment agreement with our President and Chief Executive Officer binding them to provide services for any particular term. The loss of the services of any of these individuals could have a material adverse effect on our business.

Our lack of diversification could have an adverse effect on our business, contracts, financial condition, operating results, cash flow, liquidity and prospects.

Substantially all of our anticipated revenue in 2018 will be dependent upon one facility, the Sabine Pass LNG terminal located in southern Louisiana. Due to our lack of asset and geographic diversification, an adverse development at the Sabine Pass LNG terminal or the Corpus Christi LNG terminal, including the related pipelines, or in the LNG industry, would have a significantly greater impact on our financial condition and operating results than if we maintained more diverse assets and operating areas.

We may incur impairments to goodwill or long-lived assets.

We test our long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of these assets may not be recoverable. We test goodwill for impairment annually during the fourth quarter, or more frequently as circumstances dictate. Significant negative industry or economic trends, including a significant decline in the market price of our common stock, reduced estimates of future cash flows for our business segments or disruptions to our business could lead to an impairment charge of our long-lived assets, including goodwill. Our valuation methodology for assessing impairment requires management to make judgments and assumptions based on historical experience and to rely heavily on projections of future operating performance. Projections of future operating results and cash flows may vary significantly from results. In addition, if our analysis results in an impairment to our goodwill or long-lived assets, we may be required to record a charge to earnings in our Consolidated Financial Statements during a period in which such impairment is determined to exist, which may negatively impact our operating results.

The market price of our common stock has fluctuated significantly in the past and is likely to fluctuate in the future. Our stockholders could lose all or part of their investment.

The market price of our common stock has historically experienced and may continue to experience volatility. For example, during the three-year period ended December 31, 2017, the market price of our common stock ranged between \$22.80 and \$82.32. Such fluctuations may continue as a result of a variety of factors, some of which are beyond our control, including:

- domestic and worldwide supply of and demand for natural gas and corresponding fluctuations in the price of natural gas;
- fluctuations in our quarterly or annual financial results or those of other companies in our industry;
- issuance of additional equity securities which causes further dilution to stockholders;
- sales of a high volume of shares of our common stock by our stockholders;
- operating and stock price performance of companies that investors deem comparable to us;
- events affecting other companies that the market deems comparable to us;

- changes in government regulation or proposals applicable to us;
- actual or potential non-performance by any customer or a counterparty under any agreement;
- announcements made by us or our competitors of significant contracts;
- changes in accounting standards, policies, guidance, interpretations or principles;
- general conditions in the industries in which we operate;
- general economic conditions;
- the failure of securities analysts to cover our common stock or changes in financial or other estimates by analysts;
- other factors described in these "Risk Factors."

In addition, the United States securities markets have experienced significant price and volume fluctuations. These fluctuations have often been unrelated to the operating performance of companies in these markets. Market fluctuations and broad market, economic and industry factors may negatively affect the price of our common stock, regardless of our operating performance. If we were to be the object of securities class litigation as a result of volatility in our common stock price or for other reasons, it could result in substantial diversion of our management's attention and resources, which could negatively affect our financial results.

If there is a determination that any of the restructuring transactions entered into prior to and in connection with Cheniere Holdings' initial public offering are taxable for U.S. federal income tax purposes and Cheniere Holdings ceases to be a member of our consolidated group for U.S. federal income tax purposes, then we could incur significant income tax liabilities.

Prior to and in connection with Cheniere Holdings' initial public offering, we, Cheniere Holdings and other members of our consolidated group for U.S. federal income tax purposes participated in a series of restructuring transactions intended to qualify as tax-free for U.S. federal income tax purposes. No ruling from the U.S. Internal Revenue Service was requested in connection with such restructuring transactions. Under the U.S. Internal Revenue Code ("IRC"), Cheniere Holdings will cease to be a member of our consolidated group for U.S. federal income tax purposes (a deconsolidation) if at any time we own less than 80% of the vote or 80% of the value of Cheniere Holdings' outstanding shares, whether by issuance of additional shares by Cheniere Holdings or by our sale or other disposition of Cheniere Holdings' shares. If any of the restructuring transactions is determined to be taxable for U.S. federal income tax purposes for any reason, following a deconsolidation, we could incur significant income tax liabilities.

U.S. federal income tax reform could adversely affect us.

On December 22, 2017, the Tax Cuts and Jobs Act (the "TCJA") was signed into law, significantly reforming the IRC. The TCJA, among other things, includes changes to U.S. federal tax rates, imposes significant additional limitations on the deductibility of interest, allows for the expensing of capital expenditures, and imposes limitations on the use of net operating losses arising in taxable years beginning after December 31, 2017. The reduction of the U.S. corporate tax rate results in a decreased valuation of our deferred tax asset and liabilities. We continue to examine the impact the TCJA may have on our business. The estimated impact of the TCJA is based on our management's current knowledge and assumptions and recognized impacts could be materially different from current estimates based on our actual results.

ITEM 1B.	UNRESOLVED	STAFF
	COMMENTS	

None.

ITEM 3. LEGAL PROCEEDINGS

We may in the future be involved as a party to various legal proceedings, which are incidental to the ordinary course of business. We regularly analyze current information and, as necessary, provide accruals for probable liabilities on the eventual disposition of these matters.



LDEQ Matter

Certain of our subsidiaries are in discussions with the LDEQ to resolve self-reported deviations arising from operation of the Sabine Pass LNG terminal and the commissioning of the SPL Project, and relating to certain requirements under its Title V Permit. The matter involves deviations self-reported to LDEQ pursuant to the Title V Permit and covering the time period from January 1, 2012 through March 25, 2016. On April 11, 2016, certain of our subsidiaries received a Consolidated Compliance Order and Notice of Potential Penalty (the "Compliance Order") from LDEQ covering deviations self-reported during that time period. Certain of our subsidiaries continue to work with LDEQ to resolve the matters identified in the Compliance Order. We do not expect that any ultimate sanction will have a material adverse impact on our financial results.

PHMSA Matters

In February 2018, PHMSA issued a Corrective Action Order (the "CAO") to SPL in connection with a minor LNG leak from one tank and minor vapor release from a second tank at the Sabine Pass LNG terminal. These two tanks have been taken out of operational service while we undergo analysis, repair and remediation pursuant to the CAO. We are working with PHMSA and other appropriate regulatory authorities to resolve the matters identified in the CAO. We do not expect that the CAO and related analysis, repair and remediation will have a material adverse impact on our financial results or operations.

In February 2018, PHMSA issued a Notice of Probable Violation, Proposed Civil Penalty and Proposed Compliance Order ("the NOPV") to CCP relating to a February 2017 inspection of the Corpus Christi Pipeline. The NOPV alleges probable violations of federal pipeline safety regulations relating to welding during the construction of the pipeline and proposes civil penalties totaling \$0.2 million. We are currently reviewing the alleged violations and do not expect that the resolution of this matter will have a material adverse impact on our financial results or operations.

Parallax Litigation

In 2015, our wholly owned subsidiary, Cheniere LNG Terminals, LLC ("CLNGT"), entered into discussions with Parallax Enterprises, LLC ("Parallax Enterprises") regarding the potential joint development of two liquefaction plants in Louisiana (the "Potential Liquefaction Transactions"). While the parties negotiated regarding the Potential Liquefaction Transactions, CLNGT loaned Parallax Enterprises approximately \$46 million, as reflected in a secured note dated April 23, 2015, as amended on June 30, 2015, September 30, 2015 and November 4, 2015 (the "Secured Note"). The Secured Note was secured by all assets of Parallax Enterprises and its subsidiary entities. On June 30, 2015, Parallax Enterprises' parent entity, Parallax Energy LLC ("Parallax Energy"), executed a Pledge and Guarantee Agreement further securing repayment of the Secured Note by providing a parent guaranty and a pledge of all of the equity of Parallax Enterprises in satisfaction of the Secured Note (the "Pledge Agreement"). CLNGT and Parallax Enterprises failed to make payment. On February 3, 2016, CLNGT filed an action against Parallax Energy, Parallax Enterprises and certain of Parallax Enterprises' subsidiary entities, styled Cause No. 4:16-cv-00286, Cheniere LNG Terminals, LLC v. Parallax Energy LLC, et al., in the United States District Court for the Southern District of Texas (the "Texas Federal Suit"). CLNGT asserted claims in the Texas Federal Suit for (1) recovery of all amounts due under the Secured Note and (2) declaratory relief establishing that CLNGT is entitled to enforce its rights under the Secured Note and Pledge Agreement in accordance with each instrument's terms and that CLNGT has no obligations of any sort to Parallax Enterprises concerning the Potential Liquefaction Transactions. On March 11, 2016, Parallax Enterprises and the other defendants in the Texas Federal Suit moved to dismiss the suit for lack of subject matter jurisdiction. On August 2, 2016, the court denied the defendants' motion to dismiss without prejudice and

On March 11, 2016, Parallax Enterprises filed a suit against us and CLNGT styled Civil Action No. 62-810, Parallax Enterprises LLP v. Cheniere Energy, Inc. and Cheniere LNG Terminals, LLC, in the 25th Judicial District Court of Plaquemines Parish, Louisiana (the "Louisiana Suit"), wherein Parallax Enterprises asserted claims for breach of contract, fraudulent inducement, negligent misrepresentation, detrimental reliance, unjust enrichment and violation of the Louisiana Unfair Trade Practices Act. Parallax Enterprises predicated its claims in the Louisiana Suit on an allegation that we and CLNGT breached a purported agreement to jointly develop the Potential Liquefaction Transactions. Parallax Enterprises sought \$400 million in allegad economic damages and rescission of the Secured Note. On April 15, 2016, we and CLNGT removed the Louisiana Suit to the United States District Court for the Eastern District of Louisiana, which subsequently transferred the Louisian Suit to the United States Federal Suit for two sassigned Civil Action No. 4:16-cv-01628 and transferred to the same judge presiding over the Texas Federal Suit for coordinated handling. On August 22, 2016, Parallax Enterprises voluntarily dismissed all claims asserted against CLNGT and us in the Louisiana Suit without prejudice to refiling.



On July 27, 2017, the Parallax entities named as defendants in the Texas Federal Suit reurged their motion to dismiss and simultaneously filed counterclaims against CLNGT and third party claims against us for breach of contract, breach of fiduciary duty, promissory estoppel, quantum meruit and fraudulent inducement of the Secured Note and Pledge Agreement, based on substantially the same factual allegations Parallax Enterprises made in the Louisiana Suit. These Parallax entities also simultaneously filed an action styled Cause No. 2017-49685, Parallax Enterprises, LLC, et al. v. Cheniere Energy, Inc., et al., in the 61st District Court of Harris County, Texas (the "Texas State Suit"), which asserts substantially the same claims these entities asserted in the Texas Federal Suit. On July 31, 2017, CLNGT withdrew its opposition to the dismissal of the Texas Federal Suit without prejudice on jurisdictional grounds and the federal court subsequently dismissed the Texas Federal Suit without prejudice.

We and CLNGT simultaneously filed an answer and counterclaims in the Texas State Suit, asserting the same claims CLNGT had previously asserted in the Texas Federal Suit. Additionally, CLNGT filed third party claims against Parallax principals Martin Houston, Christopher Bowen Daniels, Howard Candelet and Mark Evans, as well as Tellurian Investments, Inc., Driftwood LNG, LLC, Driftwood LNG Pipeline LLC and Tellurian Services LLC, formerly known as Parallax Services LLC, including claims for tortious interference with CLNGT's collateral rights under the Secured Note and Pledge Agreement, fraudulent transfer, conspiracy/aiding and abetting. Discovery in the Texas State Suit is ongoing. Trial is currently set for September 2018.

We do not expect that the resolution of this litigation will have a material adverse impact on our financial results.

ITEM 4.	MINE	SAFETY
	DISCLOSURE	

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER

Market Information, Holders and Dividends

Our common stock has traded on the NYSE American under the symbol "LNG" since March 24, 2003. The table below presents the high and low sales prices of our common stock, as reported by the NYSE American, for each quarter during 2017 and 2016.

	High		Low
2017			
First Quarter	\$ 50.5	3 \$	41.46
Second Quarter	51.4	1	43.79
Third Quarter	49.5	9	40.36
Fourth Quarter	54.8	3	43.83
2016			
First Quarter	\$ 39.0	0 \$	22.80
Second Quarter	39.7	5	31.02
Third Quarter	46.0	0	35.86
Fourth Quarter	44.4	5	35.07

As of February 15, 2018, we had 237.7 million shares of common stock outstanding held by approximately 478 record owners.

We have never paid a cash dividend on our common stock. We currently intend to retain earnings to finance the growth and development of our business and do not anticipate paying any cash dividends on the common stock in the foreseeable future. Any future change in our dividend policy will be made at the discretion of our Board of Directors (our "Board") in light of our financial condition, capital requirements, earnings, prospects and any restrictions under any financing agreements, as well as other factors our Board deems relevant.

Purchase of Equity Securities by the Issuer and Affiliated Purchasers

The following table summarizes stock repurchases for the three months endedDecember 31, 2017:

Period	Total Number of Shares Purchased (1)	Average Price Paid Per Share (2)	Total Number of Shares Purchased as a Part of Publicly Announced Plans	Maximum Number of Units That May Yet Be Purchased Under the Plans
October 1 - 31, 2017	159,051	\$46.12	—	—
November 1 - 30, 2017	18,902	\$49.28	_	_
December 1 - 31, 2017	3,028	\$48.87	—	—

(1) Represents shares surrendered to us by participants in our share-based compensation plans to settle the participants' personal tax liabilities that resulted from the lapsing of restrictions on shares awarded to the participants under these plans.

(2) The price paid per share was based on the closing trading price of our common stock on the dates on which we repurchased shares from the participants under our share-based compensation plans.

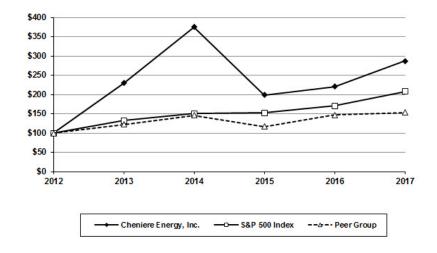
For additional information, see Note 15-Share-Based Compensation of our Notes to Consolidated Financial Statements under Item 8 of this Form 10-K.

Total Stockholder Return

The following graph compares the five-year total return on our common stock, the S&P 500 Index and a customized peer group of 17 companies that includes: (1) Calpine Corp. (CPN), (2) Dynegy Inc. (DYN), (3) Dominion Resources, Inc. (D), (4) PG&E Corporation (PCG), (5) Sempra Energy (SRE), (6) Public Service Enterprise Group Inc. (PEG), (7) DTE Energy Company (DTE), (8) Ameren Corporation (AEE), (9) CMS Energy Company (CMS), (10) Enterprise Product Partners L.P. (EPD), (11) Enbridge (ENB), (12) TransCanada Corporation (TRP), (13) Spectra Energy Corp (SE), which merged with Enbridge in 2017, (14) Magellan Midstream Partners LP (MMP), (15) MarkWest Energy Partners, L.P. (MWE), which was acquired by MPLX LP in 2015, (16) ONEOK Inc. (OKE) and (17) Targa Resources Corp. (TRGP) (collectively, the "Peer Group"). We selected the Peer Group companies because they are publicly traded companies that have: (1) comparable Global Industries Classification Standards, (2) similar market capitalization, (3) similar enterprise values and (4) similar operating characteristics and capital intensity.

The graph was constructed on the assumption that \$100 was invested in our common stock, the S&P 500 Index and the Peer Group on December 31, 2012 and that any dividends were fully reinvested.

Company / Index	2012	2013	2014	2015	2016	2017
Cheniere Energy, Inc.	100.00	229.61	374.87	198.35	220.61	286.69
S&P 500 Index	100.00	132.39	150.51	152.59	170.84	208.14
Peer Group	100.00	121.93	146.17	116.54	146.48	153.37



COMPARISON OF CUMULATIVE FIVE YEAR TOTAL RETURN

ITEM 6. SELECTED FINANCIAL DATA

Selected financial data set forth below are derived from our audited Consolidated Financial Statements for the periods indicated (in millions, except per share data). The financial data should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and our Consolidated Financial Statements and the accompanying notes thereto included elsewhere in this report.

	Year Ended December 31,								
		2017		2016		2015	2014		2013
Revenues	\$	5,601	\$	1,283	\$	271	\$ 268	\$	267
Income (loss) from operations		1,388		(30)		(449)	(272)		(328)
Interest expense, net of capitalized interest		(747)		(488)		(322)	(181)		(178)
Net loss attributable to common stockholders		(393)		(610)		(975)	(548)		(508)
Net loss per share attributable to common stockholders— basic and diluted	\$	(1.68)	\$	(2.67)	\$	(4.30)	\$ (2.44)	\$	(2.32)
Weighted average number of common shares outstanding —basic and diluted		233.1		228.8		226.9	224.3		218.9

			Ι	December 31,		
	2017	2016		2015	2014	2013
Property, plant and equipment, net	\$ 23,978	\$ 20,635	\$	16,194	\$ 9,247	\$ 6,454
Total assets	27,906	23,703		18,809	12,433	9,571
Current debt, net	—	247		1,673	_	—
Long-term debt, net	25,336	21,688		14,920	9,665	6,474

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Introduction

The following discussion and analysis presents management's view of our business, financial condition and overall performance and should be read in conjunction with our Consolidated Financial Statements and the accompanying notes. This information is intended to provide investors with an understanding of our past performance, current financial condition and outlook for the future. Our discussion and analysis includes the following subjects:

- Overview of Business
- Overview of Significant Events
- Liquidity and Capital Resources
- Contractual Obligations
- Results of
 Operations
- Off-Balance Sheet
 Arrangements
- Summary of Critical Accounting Estimates
- Recent Accounting Standards

Overview of Business

Cheniere, a Delaware corporation, is a Houston-based energy company primarily engaged in LNG-related businesses. Our vision is to provide clean, secure and affordable energy to the world, while responsibly delivering a reliable, competitive and integrated source of LNG, in a safe and rewarding work environment. We own and operate the Sabine Pass LNG terminal in Louisiana through our ownership interest in and management agreements with Cheniere Partners, which is a publicly traded limited partnership that we created in 2007. We own 100% of the general partner interest in Cheniere Partners and 82.7% of Cheniere Holdings, which is a publicly traded limited liability company formed in 2013 that owns a 48.6% limited partner interest in Cheniere Partners. We are currently developing and constructing two natural gas liquefaction and export facilities. The liquefaction of natural gas into LNG allows it to be shipped economically from areas of the world where natural gas is abundant and inexpensive to produce to other areas where natural gas demand and infrastructure exist to economically justify the use of LNG.

The Sabine Pass LNG terminal is located in Cameron Parish, Louisiana, on the Sabine-Neches Waterway less than four miles from the Gulf Coast. Cheniere Partners is developing, constructing and operating natural gas liquefaction facilities (the "SPL Project") at the Sabine Pass LNG terminal adjacent to the existing regasification facilities through a wholly owned subsidiary, SPL. Cheniere Partners plans to construct up to six Trains, which are in various stages of development, construction and operations. Trains 1 through 4 are operational, Train 5 is under construction and Train 6 is being commercialized and has all necessary regulatory approvals in place. Each Train is expected to have a nominal production capacity, which is prior to adjusting for planned maintenance, production reliability and potential overdesign, of approximately 4.5 mtpa of LNG and an adjusted nominal production capacity of approximately 4.3 to 4.6 mtpa of LNG. The Sabine Pass LNG terminal has operational regasification facilities two marine berths that can each accommodate vessels with nominal capacity of up to 266,000 cubic meters and vaporizers with regasification capacity of approximately 4.0 Bcf/d. Cheniere Partners also owns a 94-mile pipeline that interconnects the Sabine Pass LNG terminal with a number of large interstate pipelines (the "Creole Trail Pipeline") through a wholly owned subsidiary, CTPL.

We are developing and constructing a second natural gas liquefaction and export facility at the Corpus Christi LNG terminal, which is on nearly2,000 acres of land that we own or control near Corpus Christi, Texas, and a pipeline facility (collectively, the "CCL Project") through wholly owned subsidiaries CCL and CCP, respectively. The CCL Project is being developed for up to three Trains, with expected aggregate nominal production capacity, which is prior to adjusting for planned maintenance, production reliability and potential overdesign, of approximately 13.5 mtpa of LNG, three LNG storage tanks with aggregate capacity of approximately 10.1 Bcfe and two marine berths that can each accommodate vessels with nominal capacity of up to 266,000 cubic meters. The CCL Project is being developed in stages. The first stage ("Stage 1") includes Trains 1 and 2, two LNG storage tanks, one complete marine berth and a second partial berth and all of the CCL Project's necessary infrastructure facilities. The second



stage ("Stage 2") includes Train 3, one LNG storage tank and the completion of the second partial berth. The CCL Project also includes a 23-mile natural gas supply pipeline that will interconnect the Corpus Christi LNG terminal with several interstate and intrastate natural gas pipelines (the "Corpus Christi Pipeline"). Stage 1 and the Corpus Christi Pipeline are currently under construction, and Train 3 is being commercialized and has all necessary regulatory approvals in place. The construction of the Corpus Christi Pipeline is nearing completion.

Additionally, we are developing an expansion of the Corpus Christi LNG terminal adjacent to the CCL Project (the "Corpus Christi Expansion Project") and recently began the process of amending our regulatory filings with FERC to incorporate a project design change, from two Trains with an expected aggregate nominal production capacity of approximately 9.0 mtpa to up to seven midscale Trains with an expected aggregate nominal production capacity of approximately 9.5 mtpa. We remain focused on expansion of our existing sites by leveraging existing infrastructure. We are also in various stages of developing other projects, including infrastructure projects in support of natural gas supply and LNG demand, which, among other things, will require acceptable commercial and financing arrangements before we make a final investment decision ("FID"). We have made an equity investment of \$55 million in Midship Pipeline Company, LLC ("Midship Pipeline"), which is developing a pipeline with expected capacity of up to 1.44 million Dekatherms per day that will connect new gas production in the Anadarko Basin to Gulf Coast markets, including markets serving the SPL Project and the CCL Project.

Overview of Significant Events

Our significant accomplishments since January 1,2017 and through the filing date of this Form 10-K include the following:

Strategic

- In February 2018, we entered into two SPAs with PetroChina International Company Limited, a subsidiary of China National Petroleum Corporation ("CNPC"), for the sale of approximately 1.2 mtpa of LNG through 2043, with a portion of the supply beginning in 2018 and the balance beginning in 2023.
- In January 2018, we entered into a 15-year SPA with Trafigura Pte Ltd ("Trafigura") for the sale of approximately 1 mtpa of LNG beginning in 2019.
- CCL entered into an amended and restated EPC contract with Bechtel Oil, Gas and Chemicals, Inc.("Bechtel") for Stage 2 of the CCL Project. CCL also issued limited
 notice to proceed to Bechtel, and procurement and early site work has commenced.
- We entered into additional term agreements for a portion of the LNG volumes expected to be available to our integrated marketing function. To date, we have
 contracted for approximately 2 million tonnes of LNG from 2018-2020.
- We completed a land acquisition and acquired rights to obtain additional upland and waterfront land adjacent to the CCL Project aggregating more than 500 acres.
- We made an equity investment in Midship Pipeline through Midship Holdings, LLC ("Midship Holdings"), which is constructing an approximately 230-mile interstate
 natural gas pipeline with expected capacity of up to 1.44 million Dekatherms per day, to connect new production in the Anadarko Basin to Gulf Coast markets (the
 "Midship Project"). Additionally, Midship Holdings entered into agreements with investment funds managed by EIG Global Energy Partners ("EIG") under which
 EIG-managed funds have committed to make an investment of up to \$500 million in the Midship Project, subject to the terms and conditions in the applicable
 agreements.
- In October 2017, we began the process of amending our regulatory filings with FERC related to the Corpus Christi Expansion Project to incorporate a project design change, from two Trains with an expected aggregate nominal production capacity of approximately 9.0 mtpa to up to seven midscale Trains with an expected aggregate nominal production capacity of approximately 9.5 mtpa.

Operational

- To date, approximately 300 cumulative LNG cargoes have been produced, loaded and exported from the SPL Project, with over 200 cargoes in 2017 alone, with deliveries completed to 25 countries and regions worldwide.
- SPL commenced production and shipment of LNG commissioning cargoes from Train 3 of the SPL Project in January 2017 and achieved substantial completion and commenced operating activities in March 2017.
- Commissioning activities for Train 4 of the SPL Project began in March 2017, and substantial completion was achieved in October 2017.

Financial

- In June 2017, the date of first commercial delivery was reached under the 20-year SPA with Korea Gas Corporation relating to Train 3 of the SPL Project.
- In August 2017, the date of first commercial delivery relating to Train 2 of the SPL Project was reached under the respective 20-year SPAs with Gas Natural Fenosa LNG GOM, Limited and BG Gulf Coast LNG, LLC ("BG").
- In February and March 2017, SPL issued aggregate principal amounts of \$800 million of 5.00% Senior Secured Notes due 2037 (the "2037 SPL Senior Notes") and \$1.35 billion, before discount, of 4.200% Senior Secured Notes due 2028(the "2028 SPL Senior Notes"), respectively. Net proceeds of the offerings of the 2037 SPL Senior Notes and 2028 SPL Senior Notes and \$1.33 billion, respectively, after deducting the initial purchasers' commissions (for the 2028 SPL Senior Notes) and estimated fees and expenses. The net proceeds of the 2037 SPL Senior Notes, after provisioning for incremental interest required during construction, were used to prepay the outstanding borrowings under the credit facilities SPL entered into in June 2015 (the "2015 SPL Credit Facilities") and, along with the net proceeds of the 2028 SPL Senior Notes, the remainder is being used to pay a portion of the capital costs in connection with the construction of Trains 1 through 5 of the SPL Project in lieu of the terminated portion of the commitments under the 2015 SPL Credit Facilities.
- In March 2017, we entered into a \$750 million revolving credit agreement("Cheniere Revolving Credit Facility") that may be used to fund the development of the CCL Project and, provided that certain conditions are met, for general corporate purposes.
- In May 2017, CCH issued an aggregate principal amount of \$1.5 billion of 5.125% Senior Secured Notes due 2027(the "2027 CCH Senior Notes"). Net proceeds of
 the offering of approximately \$1.4 billion, after deducting commissions, fees and expenses and after provisioning for incremental interest required under the2027 CCH
 Senior Notes during construction, were used to prepay a portion of the outstanding borrowings under its credit facility(the "2015 CCH Credit Facility").
- In September 2017, Cheniere Partners issued an aggregate principal amount of \$1.5 billion of 5.250% Senior Notes due 2025("the 2025 CQP Senior Notes"). Net
 proceeds of the offering of approximately \$1.5 billion, after deducting commissions, fees and expenses, were used to prepay a portion of the outstanding indebtedness
 under Cheniere Partner's credit facilities (the "2016 CQP Credit Facilities").
- Fitch Ratings ("Fitch") assigned SPL's senior secured debt an investment grade rating of BBB- in January 2017 and an investment-grade issuer default rating of BBBin June 2017.
- In May 2017, Moody's Investors Service ("Moody's") upgraded SPL's senior secured debt rating from Ba1 to Baa3, an investment-grade rating.
- In September 2017, Moody's, S&P Global Ratings and Fitch assigned ratings of Ba2 / BB / BB, respectively to the 2025 CQP Senior Notes.

Liquidity and Capital Resources

Although results are consolidated for financial reporting, Cheniere, Cheniere Holdings, Cheniere Partners, SPL and the CCH Group operate with independent capital structures. We expect the cash needs for at least the next twelve months will be met for each of these independent capital structures as follows:

- · SPL through project debt and borrowings and operating cash flows;
- Cheniere Partners through operating cash flows from SPLNG, SPL and CTPL and debt or equity offerings;
- Cheniere Holdings through distributions from Cheniere Partners;
- · CCH Group through project debt and borrowings and equity contributions from Cheniere; and
- Cheniere through project financing, existing unrestricted cash, debt and equity offerings by us or our subsidiaries, operating cash flows, services fees from Cheniere Holdings, Cheniere Partners and our other subsidiaries and distributions from our investments in Cheniere Holdings and Cheniere Partners.

The following table provides a summary of our liquidity position atDecember 31, 2017 and 2016 (in millions):

	 Decen	ıber 31,	
	2017		2016
Cash and cash equivalents	\$ 722	\$	876
Restricted cash designated for the following purposes:			
SPL Project	544		358
Cheniere Partners and cash held by guarantor subsidiaries	1,045		247
CCL Project	227		270
Other	75		76
Available commitments under the following credit facilities:			
2015 SPL Credit Facilities	_		1,642
\$1.2 billion SPL Working Capital Facility ("SPL Working Capital Facility")	470		653
2016 CQP Credit Facilities	220		195
2015 CCH Credit Facility	2,087		3,603
\$350 million CCH Working Capital Facility ("CCH Working Capital Facility")	186		350
Cheniere Revolving Credit Facility	750		—

For additional information regarding our debt agreements, see Note 12-Debt of our Notes to Consolidated Financial Statements.

Cheniere

Convertible Notes

In November 2014, we issued an aggregate principal amount of \$1.0 billion of Convertible Unsecured Notes due 2021(the "2021 Cheniere Convertible Unsecured Notes"). The 2021 Cheniere Convertible Unsecured Notes are convertible at the option of the holder into our common stock at the then applicable conversion rate, provided that the closing price of our common stock is greater than or equal to the conversion price on the date of conversion. In March 2015, we issued \$625.0 million aggregate principal amount of 4.25% Convertible Senior Notes due 2045 (the "2045 Cheniere Convertible Senior Notes"). We have the right, at our option, at any time after March 15, 2020, to redeem all or any part of the 2045 Cheniere Convertible Senior Notes at a redemption price equal to the accreted amount of the2045 Cheniere Convertible Senior Notes to be redeemed, plus accrued and unpaid interest, if any, to such redemption date. We have the option to satisfy the conversion obligation for the 2021 Cheniere Convertible Unsecured Notes with cash, common stock or a combination thereof.

Cheniere Revolving Credit Facility

In March 2017, we entered into the Cheniere Revolving Credit Facility that may be used to fund, through loans and letters of credit, equity capital contributions to CCH HoldCo II and its subsidiaries for the development of the CCL Project and, provided that certain conditions are met, for general corporate purposes. No advances or letters of credit under the Cheniere Revolving Credit Facility were available until either (1) Cheniere's unrestricted cash and cash equivalents are less than \$500 million or (2) Train 4 of the SPL Project has achieved substantial completion.

The Cheniere Revolving Credit Facility matures on March 2, 2021 and contains representations, warranties and affirmative and negative covenants customary for companies like Cheniere with lenders of the type participating in the Cheniere Revolving Credit Facility that limit our ability to make restricted payments, including distributions, unless certain conditions are satisfied, as well as limitations on indebtedness, guarantees, hedging, liens, investments and affiliate transactions. Under the Cheniere Revolving Credit Facility, we are required to ensure that the sum of our unrestricted cash and the amount of undrawn commitments under the Cheniere Revolving Credit Facility is at least equal to the lesser of (1) 20% of the commitments under the Cheniere Revolving Credit Facility and (2) \$100 million.

The Cheniere Revolving Credit Facility is secured by a first priority security interest (subject to permitted liens and other customary exceptions) in substantially all of our assets, including our interests in our direct subsidiaries (excluding CCH HoldCo II).

Cash Receipts from Subsidiaries

As of December 31, 2017, we had an 82.7% direct ownership interest in Cheniere Holdings. We receive dividends on our Cheniere Holdings shares from the distributions that Cheniere Holdings receives from Cheniere Partners. We received \$98 million, \$15 million and \$15 million in dividends on our Cheniere Holdings common shares during each of the years ended December 31, 2017, 2016 and 2015 respectively.

Our ownership interest in the Sabine Pass LNG terminal is held through Cheniere Partners. As of December 31, 2017, we owned 82.7% of Cheniere Holdings, which owned a 48.6% interest in Cheniere Partners in the form of 104.5 million common units and 135.4 million subordinated units. We also own 100% of the general partner interest and the incentive distribution rights in Cheniere Partners. We receive quarterly equity distributions from Cheniere Partners related to our 2% general partner interest.

We also receive fees for providing management services to Cheniere Holdings, Cheniere Partners, SPLNG, SPL and CTPL. We received \$106 million, \$119 million and \$94 million in total service fees from Cheniere Holdings, Cheniere Partners, SPLNG, SPL and CTPL during theyears ended December 31, 2017, 2016 and 2015 respectively.

Cheniere Partners' Class B Units

On August 2, 2017, Cheniere Partners' Class B units ("Class B units") mandatorily converted into common units in accordance with the terms of Cheniere Partners' partnership agreement. Upon conversion of the Class B units, Cheniere Holdings, Blackstone CQP Holdco LP ("Blackstone CQP Holdco") and the public owned a 48.6%, 40.3% and 9.1% interest in Cheniere Partners, respectively. Cheniere Holdings' ownership percentage includes its subordinated units and Blackstone CQP Holdco's ownership percentage excludes any common units that may be deemed to be beneficially owned by The Blackstone Group, L.P., an affiliate of Blackstone CQP Holdco.

Cheniere Partners' Class B units were subject to conversion, mandatorily or at the option of the Class B unitholders under specified circumstances, into a number of common units based on the then-applicable conversion value of the Class B units. The Cheniere Partners Class B units were not entitled to cash distributions except in the event of a liquidation of Cheniere Partners, a merger, consolidation or other combination of Cheniere Partners with another person or the sale of all or substantially all of the assets of Cheniere Partners. On a quarterly basis beginning on the initial purchase date of the Class B units, the conversion value of the Class B units increased at a compounded rate of 3.5% per quarter, subject to an additional upward adjustment for certain equity and debt financings.

The Class B units were issued at a discount to the market price of Cheniere Partners' common units into which they were convertible. This discount, totalin \$2,130 million, represented a beneficial conversion feature. The beneficial conversion feature was similar to a dividend that was distributed with respect to any Class B unit from its issuance date through its conversion date, which resulted in an increase in Class B unitholders' equity and a decrease in common and subordinated unitholders' equity, including our equity interest in Cheniere Partners. Cheniere Partners amortized the beneficial conversion feature through the mandatory conversion date as a non-cash adjustment. Deemed dividends represented by the amortization of the beneficial conversion feature allocated to the Class B units held by Blackstone CQP Holdco were included in net income (loss) attributable to non-controlling interest and resulted in a reduction of income available to common stockholders. The impact to net income (loss) attributable to non-controlling interest and resulted in a reduction of feature was \$748 million, \$34 million and zero during the years ended December 31, 2017, 2016 and 2015 respectively.

Cheniere Partners

2025 CQP Senior Notes

In September 2017, Cheniere Partners issued an aggregate principal amount of \$1.5 billion of the 2025 CQP Senior Notes, which are jointly and severally guaranteed by each of Cheniere Partners' subsidiaries other than SPL and, subject to certain conditions governing the release of its guarantee, Sabine Pass LNG-LP, LLC (collectively, the "CQP Guarantors"). Net proceeds of the offering of approximately \$1.5 billion, after deducting the initial purchasers' commissions and estimated fees and expenses, were used to prepay a portion of the outstanding indebtedness under the 2016 CQP Credit Facilities.

The 2025 CQP Senior Notes are governed by an indenture (the "CQP Indenture"), which contains customary terms and events of default and certain covenants that, among other things, limit the ability of Cheniere Partners and the CQP Guarantors to



incur liens and sell assets, enter into transactions with affiliates, enter into sale-leaseback transactions and consolidate, merge or sell, lease or otherwise dispose of all or substantially all of the applicable entity's properties or assets.

At any time prior to October 1, 2020, Cheniere Partners may redeem all or a part of the2025 CQP Senior Notes at a redemption price equal to 100% of the aggregate principal amount of the 2025 CQP Senior Notes redeemed, plus the "applicable premium" set forth in the CQP Indenture, plus accrued and unpaid interest, if any, to the date of redemption. In addition, at any time prior to October 1, 2020, Cheniere Partners may redeem up to 35% of the aggregate principal amount of the 2025 CQP Senior Notes with an amount of cash not greater than the net cash proceeds from certain equity offerings at a redemption price equal to 105.250% of the aggregate principal amount of the 2025 CQP Senior Notes, if any, to the date of redemption. Cheniere Partners also may at any time on or after October 1, 2020 through the maturity date of October 1, 2025, redeem the 2025 CQP Senior Notes, in whole or in part, at the redemption price set forth in the CQP Indenture.

The 2025 CQP Senior Notes are Cheniere Partners' senior obligations, ranking equally in right of payment with Cheniere Partners' other existing and future unsubordinated debt and senior to any of its future subordinated debt. The 2025 CQP Senior Notes will be secured alongside the 2016 CQP Credit Facilities on a first-priority basis (subject to permitted encumbrances) with liens on (1) substantially all the existing and future tangible and intangible assets and rights of Cheniere Partners and the CQP Guarantors and equity interests in the CQP Guarantors (except, in each case, for certain excluded properties set forth in the2016 CQP Credit Facilities) and (2) substantially all of the real property of SPLNG (except for excluded properties referenced in the 2016 CQP Credit Facilities). The liens securing the 2025 CQP Senior Notes would be released if (1) the aggregate principal amount of all indebtedness then outstanding under the term loans under the 2016 CQP Credit Facilities secured by such liens does not exceed \$1.0 billion and (2) the aggregate amount of Cheniere Partners' secured indebtedness and the secured indebtedness of the CQP Guarantors (other than the 2025 CQP Senior Notes or any other series of notes issued under the CQP Indenture) outstanding at any one time, together with all Attributable Indebtedness (as defined in theCQP Indenture) from sale-leaseback transactions (subject to certain exceptions), does not exceed the greater of (1) \$1.5 billion and (2) 10% of net tangible assets. Upon the release of the liens securing the 2025 CQP Senior Notes, the limitation on liens covenant under the CQP Indenture will continue to govern the incurrence of liens by Cheniere Partners and the CQP Guarantors.

2016 CQP Credit Facilities

In February 2016, Cheniere Partners entered into the 2016 CQP Credit Facilities. The 2016 CQP Credit Facilities consist of: (1) a \$450 million CTPL tranche term loan that was used to prepay the \$400 million term loan facility (the "CTPL Term Loan") in February 2016, (2) an approximately \$2.1 billion SPLNG tranche term loan that was used to repay and redeem the approximately \$2.1 billion of the senior notes previously issued by SPLNG (the "SPLNG Senior Notes") in November 2016, (3) a \$125 million facility that may be used to satisfy a six-month debt service reserve requirement and (4) a \$115 million revolving credit facility that may be used for general business purposes. In September 2017, Cheniere Partners issued the 2025 CQP Senior Notes and the net proceeds were used to prepay \$1.5 billion of the outstanding indebtedness under the2016 CQP Credit Facilities. As of December 31, 2017 and 2016, Cheniere Partners had \$220 million and \$195 million of available commitments, \$20 million and \$45 million and \$45 million and \$45 million for event of issued letters of credit and \$1.1 billion and \$2.6 billion of outstanding borrowings under the 2016 CQP Credit Facilities, respectively.

The 2016 CQP Credit Facilities mature on February 25, 2020, with principal payments due quarterly commencing on March 31, 2019. The outstanding balance may be repaid, in whole or in part, at any time without premium or penalty, except for interest hedging and interest rate breakage costs. The 2016 CQP Credit Facilities contain conditions precedent for extensions of credit, as well as customary affirmative and negative covenants and limit Cheniere Partners' ability to make restricted payments, including distributions, to once per fiscal quarter as long as certain conditions are satisfied. Under the 2016 CQP Credit Facilities, Cheniere Partners is required to hedge not less than 50% of the variable interest rate exposure on its projected aggregate outstanding balance, maintain a minimum debt service coverage ratio of at least 1.15x at the end of each fiscal quarter beginning March 31, 2019 and have a projected debt service coverage ratio of 1.55x in order to incur additional indebtedness to refinance a portion of the existing obligations.

The 2016 CQP Credit Facilities are unconditionally guaranteed by each subsidiary of Cheniere Partners other than (1) SPL and (2) certain subsidiaries of Cheniere Partners owning other development projects, as well as certain other specified subsidiaries and members of the foregoing entities.

Sabine Pass LNG Terminal

Liquefaction Facilities

We are developing, constructing and operating the SPL Project at the Sabine Pass LNG terminal adjacent to the existing regasification facilities. We have received authorization from the FERC to site, construct and operate Trains 1 through 6. We have achieved substantial completion of Trains 1, 2, 3 and 4 of the SPL Project and commenced operating activities in May 2016, September 2016, March 2017 and October 2017, respectively. The following table summarizes the status of Train 5 of the SPL Project as of December 31, 2017:

Overall project completion percentage83.1%Completion percentage of:100%Engineering100%Procurement100%Subcontract work63.4%Construction62.1%		SPL Train 5
Engineering100%Procurement100%Subcontract work63.4%Construction62.1%	Overall project completion percentage	83.1%
Procurement100%Subcontract work63.4%Construction62.1%	Completion percentage of:	
Subcontract work63.4%Construction62.1%	Engineering	100%
Construction 62.1%	Procurement	100%
	Subcontract work	63.4%
	Construction	62.1%
Date of expected substantial completion 1H 2019	Date of expected substantial completion	1H 2019

The following orders have been issued by the DOE authorizing the export of domestically produced LNG by vessel from the Sabine Pass LNG terminal:

- Trains 1 through 4—FTA countries for a 30-year term, which commenced on May 15, 2016, and non-FTA countries for a 20-year term, which commenced on June 3, 2016, in an amount up to a combined total of the equivalent of 16 mtpa (approximately 803 Bcf/yr of natural gas).
- Trains 1 through 4—FTA countries for a 25-year term and non-FTA countries for a 20-year term in an amount up to a combined total of the equivalent of approximately 203 Bcf/yr of natural gas (approximately 4 mtpa).
- Trains 5 and 6—FTA countries and non-FTA countries for a 20-year term, in an amount up to a combined total of 503.3Bcf/yr of natural gas (approximately 10 mtpa).

In each case, the terms of these authorizations begin on the earlier of the date of first export thereunder or the date specified in the particular order, which ranges from five to 10 years from the date the order was issued. In addition, SPL received an order providing for a three-year makeup period with respect to each of the non-FTA orders for LNG volumes SPL was authorized but unable to export during any portion of the initial 20-year export period of such order.

In January 2018, the DOE issued orders authorizing SPL to export domestically produced LNG by vessel from the Sabine Pass LNG terminal to TA countries and non-FTA countries over a two-year period commencing January 2018, in an aggregate amount up to the equivalent of 600Bcf of natural gas (however, exports under this order, when combined with exports under the orders above, may not exceed 1,511 Bcf/yr).

Customers

SPL has entered into six fixed priceSPAs with terms of at least 20 years (plus extension rights) with third parties to make available an aggregate amount of LNG that is between approximately 80% to 95% of the expected aggregate adjusted nominal production capacity of Trains 1 through 5. Under these SPAs, the customers will purchase LNG from SPL for a price consisting of a fixed fee per MMBtu of LNG (a portion of which is subject to annual adjustment for inflation) plus a variable fee per MMBtu of LNG equal to approximately 115% of Henry Hub. In certain circumstances, the customers may elect to cancel or suspend deliveries of LNG cargoes, in which case the customers would still be required to pay the fixed fee with respect to the contracted volumes that are not delivered as a result of such cancellation or suspension. We refer to the fee component that is applicable regardless of a cancellation or suspension of LNG cargo deliveries as the fixed fee component of the price under SPL's SPAs. We refer to the fee component that is applicable only in connection with LNG cargo deliveries as the variable fee component of the price under SPL's SPAs. The variable fees under SPL's SPAs were sized at the time of entry into each SPA with the intent to cover the costs of gas purchases and transportation related to, and operating and maintenance costs to produce, the LNG to be sold under each such SPA. The SPAs and contracted volumes to be made available under the SPAs are not tied to a

specific Train; however, the term of each SPA generally commences upon the date of first commercial delivery of a specified Train. Under SPL's SPA with BG, BG has contracted for volumes related to Trains 3 and 4 for which the obligation to make LNG available to BG is expected to commence approximately one year after the date of first commercial delivery for the respective Train.

In aggregate, the annual fixed fee portion to be paid by the third-party SPA customers is approximately \$1.6 billion for Trains 1 through 3, increasing to \$2.3 billion upon the date of first commercial delivery of Train 4 and to \$2.9 billion upon the date of first commercial delivery of Train 5, with the applicable fixed fees starting from the date of first commercial delivery from the applicable Train, as specified in each SPA.

In addition, Cheniere Marketing has entered into an SPA with SPL to purchase, at Cheniere Marketing's option, any LNG produced by SPL in excess of that required for other customers.

Natural Gas Transportation, Storage and Supply

To ensure SPL is able to transport adequate natural gas feedstock to the Sabine Pass LNG terminal, it has entered into transportation precedent and other agreements to secure firm pipeline transportation capacity with CTPL and third-party pipeline companies. SPL has entered into firm storage services agreements with third parties to assist in managing volatility in natural gas needs for the SPL Project. SPL has also entered into enabling agreements and long-term natural gas supply contracts with third parties in order to secure natural gas feedstock for the SPL Project. As of December 31, 2017, SPL has secured up to approximately2,214 TBtu of natural gas feedstock through long-term and short-term natural gas supply contracts.

Construction

SPL entered into lump sum turnkey contracts with Bechtel for the engineering, procurement and construction of Trains 1 through 5 of the SPL Project, under which Bechtel charges a lump sum for all work performed and generally bears project cost risk unless certain specified events occur, in which case Bechtel may cause SPL to enter into a change order, or SPL agrees with Bechtel to a change order.

The total contract price of the EPC contract for Train 5 of the SPL Project is approximately \$3.1 billion reflecting amounts incurred under change orders through December 31, 2017. Total expected capital costs for Trains 1 through 5 are estimated to be between \$12.5 billion and \$13.5 billion before financing costs and between \$17.5 billion and \$18.5 billion after financing costs including, in each case, estimated owner's costs and contingencies.

Final Investment Decision on Train 6

We will contemplate making an FID to commence construction of Train 6 of the SPL Project based upon, among other things, entering into an EPC contract, entering into acceptable commercial arrangements and obtaining adequate financing to construct Train 6.

Regasification Facilities

The Sabine Pass LNG terminal has operational regasification capacity of approximately 4.0Bcf/d and aggregate LNG storage capacity of approximately 16.9 Bcfe. Approximately 2.0 Bcf/d of the regasification capacity at the Sabine Pass LNG terminal has been reserved under two long-term third-partyTUAs, under which SPLNG's customers are required to pay fixed monthly fees, whether or not they use the LNG terminal. Each of Total Gas & Power North America, Inc. ("Total") and Chevron U.S.A. Inc. ("Chevron") has reserved approximately 1.0Bcf/d of regasification capacity and is obligated to make monthly capacity payments to SPLNG aggregating approximately \$125 million annually for 20 years that commenced in 2009. Total S.A. has guaranteed Total's obligations under its TUA up to \$2.5 billion, subject to certain exceptions, and Chevron Corporation has guaranteed Chevron's obligations under its TUA up to 80% of the fees payable by Chevron.

The remaining approximately 2.0 Bcf/d of capacity has been reserved under a TUA by SPL. SPL is obligated to make monthly capacity payments to SPLNG aggregating approximately \$250 million annually, continuing until at least 20 years after SPL delivers its first commercial cargo at the SPL Project. SPL entered into a partial TUA assignment agreement with Total, whereby upon substantial completion of Train 3, SPL gained access to a portion of Total's capacity and other services provided under Total's TUA with SPLNG. This agreement provides SPL with additional berthing and storage capacity at the Sabine Pass LNG terminal that may be used to provide increased flexibility in managing LNG cargo loading and unloading activity, permit

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SPL to more flexibly manage its LNG storage capacity and accommodate the development of Trains 5 and 6. Notwithstanding any arrangements between Total and SPL, payments required to be made by Total to SPLNG will continue to be made by Total to SPLNG in accordance with its TUA. During the year ended December 31, 2017, SPL recorded \$23 million as operating and maintenance expense under this partial TUA assignment agreement.

Under each of these TUAs, SPLNG is entitled to retain 2% of the LNG delivered to the Sabine Pass LNG terminal.

Capital Resources

We currently expect that SPL's capital resources requirements with respect to Trains 1 through 5 of the SPL Project will be financed through project debt and borrowings and cash flows under the SPAs. We believe that with the net proceeds of borrowings, available commitments under the SPL Working Capital Facility and cash flows from operations, we will have adequate financial resources available to complete Train 5 of theSPL Project and to meet our currently anticipated capital, operating and debt service requirements. SPL began generating cash flows from operations from the SPL Project in May 2016, when Train 1 achieved substantial completion and initiated operating activities. Trains 2, 3 and 4 subsequently achieved substantial completion in September 2016, March 2017 and October 2017, respectively. We realized offsets to LNG terminal costs of \$320 million and \$214 million in the years ended December 31, 2017 and 2016, respectively, that were related to the sale of commissioning cargoes because these amounts were earned or loaded prior to the start of commercial operations, during the testing phase for the construction of those Trains of the SPL Project. Additionally, SPLNG generates cash flows from the TUAs, as discussed above.

The following table provides a summary of our capital resources from borrowings and available commitments for the Sabine Pass LNG Terminal, excluding equity contributions to our subsidiaries and cash flows from operations (as described in *Sources and Uses of Cash*), at December 31, 2017 and 2016 (in millions):

	Decen	ıber 31,	
	2017		2016
Senior notes (1)	\$ 15,151	\$	11,500
Credit facilities outstanding balance (2)	1,090		3,097
Letters of credit issued (3)	730		324
Available commitments under credit facilities (3)	470		2,295
Total capital resources from borrowings and available commitments (4)	\$ 17,441	\$	17,216

(1) Includes SPL's 5.625% Senior Secured Notes due 2021, 6.25% Senior Secured Notes due 2022, 5.625% Senior Secured Notes due 2023, 5.75% Senior Secured Notes due 2024, 5.625% Senior Secured Notes due 2025 (the "2025 SPL Senior Notes"), 5.875% Senior Secured Notes due 2026 (the "2026 SPL Senior Notes"), 5.00% Senior Secured Notes due 2027 (the "2027 SPL Senior Notes"), 2028 SPL Senior Notes and 2037 SPL Senior Notes (collectively, the "SPL Senior Notes") and Cheniere Partners' 2025 CQP Senior Notes.

(4) Does not include Cheniere's additional borrowings from the 2021 Cheniere Convertible Unsecured Notes and the 2045 Cheniere Convertible Senior Notes, which may be used for the Sabine Pass LNG Terminal.

For additional information regarding our debt agreements related to the Sabine Pass LNG Terminal, see<u>Note 12-Debt</u> of our Notes to Consolidated Financial Statements.

SPL Senior Notes

The SPL Senior Notes are secured on a pari passu first-priority basis by a security interest in all of the membership interests in SPL and substantially all of SPL's assets.

At any time prior to three months before the respective dates of maturity for each series of theSPL Senior Notes (except for the 2026 SPL Senior Notes, 2027 SPL Senior Notes, 2028 SPL Senior Notes, and 2037 SPL Senior Notes, in which case the time period is six months before the respective dates of maturity), SPL may redeem all or part of such series of the SPL Senior

⁽²⁾ Includes 2015 SPL Credit Facilities, SPL Working Capital Facility and CTPL and SPLNG tranche term loans outstanding under the 2016 CQP Credit Facilities.

⁽³⁾ Includes 2015 SPL Credit Facilities and SPL Working Capital Facility. Does not include the letters of credit issued or available commitments under the 2016 CQP Credit Facilities, which are not specifically for the Sabine Pass LNG Terminal.

Notes at a redemption price equal to the "make-whole" price (except for the2037 SPL Senior Notes, in which case the redemption price is equal to the "optional redemption" price) set forth in the respective indentures governing the SPL Senior Notes, plus accrued and unpaid interest, if any, to the date of redemption. SPL may also, at any time within three months of the respective maturity dates for each series of the SPL Senior Notes (except for the2026 SPL Senior Notes, 2027 SPL Senior Notes, 2028 SPL Senior Notes and 2037 SPL Senior Notes, in which case the time period is within six months of the respective dates of maturity), redeem all or part of such series of theSPL Senior Notes at a redemption price equal to 100% of the principal amount of such series of the SPL Senior Notes to be redeemed, plus accrued and unpaid interest, if any, to the date of redemption.

Both the indenture governing the 2037 SPL Senior Notes (the "2037 SPL Senior Notes Indenture") and the common indenture governing the remainder of the SPL Senior Notes (the "SPL Indenture") include restrictive covenants. SPL may incur additional indebtedness in the future, including by issuing additional notes, and such indebtedness could be at higher interest rates and have different maturity dates and more restrictive covenants than the current outstanding indebtedness of SPL, including the SPL Senior Notes and the SPL Working Capital Facility. Under the 2037 SPL Senior Notes Indenture and the SPL Indenture, SPL may not make any distributions until, among other requirements, deposits are made into debt service reserve accounts as required and a debt service coverage ratio test of 1.25:1.00 is satisfied. Semi-annual principal payments for the 2037 SPL Senior Notes are due on March 15 and September 15 of each year beginning September 15, 2025.

2015 SPL Credit Facilities

In June 2015, SPL entered into the 2015 SPL Credit Facilities with commitments aggregating \$4.6 billion to fund a portion of the costs of developing, constructing and placing into operation Trains 1 through 5 of the SPL Project. In February 2017, SPL issued the 2037 SPL Senior Notes and a portion of the net proceeds was used to prepay the then outstanding borrowings of \$369 million under the 2015 SPL Credit Facilities. In March 2017, SPL issued the 2028 SPL Senior Notes and SPL terminated the remaining available balance of \$1.6 billion under the 2015 SPL Credit Facilities.

SPL Working Capital Facility

In September 2015, SPL entered into the SPL Working Capital Facility, which is intended to be used for loans to SPL("SPL Working Capital Loans"), the issuance of letters of credit on behalf of SPL, as well as for swing line loans to SPL ("SPL Swing Line Loans"), primarily for certain working capital requirements related to developing and placing into operation the SPL Project. SPL may, from time to time, request increases in the commitments under the SPL Working Capital Facility of up to \$760 million and, upon the completion of the debt financing of Train 6 of the SPL Project, request an incremental increase in commitments of up to an additional \$390 million. As of December 31, 2017 and 2016, SPL had \$470 million and \$653 million of available commitments, \$730 million and \$324 million aggregate amount of issued letters of credit and zero and \$224 million of loans outstanding under the SPL Working Capital Facility, respectively.

The SPL Working Capital Facility matures on December 31, 2020, and the outstanding balance may be repaid, in whole or in part, at any time without premium or penalty upon three business days' notice. Loans deemed made in connection with a draw upon a letter of credit have a term of up to one year. SPL Swing Line Loans terminate upon the earliest of (1) the maturity date or earlier termination of the SPL Working Capital Facility, (2) the date 15 days after such SPL Swing Line Loan is made and (3) the first borrowing date for a SPL Working Capital Loan or SPL Swing Line Loan occurring at least three business days following the date the SPL Swing Line Loan is made. SPL is required to reduce the aggregate outstanding principal amount of all SPL Working Capital Loans to zero for a period of five consecutive business days at least once each year.

The SPL Working Capital Facility contains conditions precedent for extensions of credit, as well as customary affirmative and negative covenants. The obligations of SPL under the SPL Working Capital Facility are secured by substantially all of the assets of SPL as well as all of the membership interests in SPL on *apari passu* basis with the SPL Senior Notes.

Corpus Christi LNG Terminal

Liquefaction Facilities

The CCL Project is being developed and constructed at the Corpus Christi LNG terminal. In December 2014, we received authorization from the FERC to site, construct and operate Stages 1 and 2 of the CCL Project. The following table summarizes the overall project status of Stage 1 of the CCL Project as of December 31, 2017:

	C	CL Stage 1	
Overall project completion percentage		81.8%	
Completion percentage of:			
Engineering		100%	
Procurement		100%	
Subcontract work		62.2%	
Construction		59.2%	
Expected date of substantial completion	Train 1	1H 2019	
	Train 2	2H 2019	

Train 3 is being commercialized and has all necessary regulatory approvals in place. Separate from the CCH Group, we are also developing the Corpus Christi Expansion Project, adjacent to the CCL Project. We commenced the regulatory approval process in June 2015 and recently began the process of amending our regulatory filings with FERC to incorporate a project design change, from two Trains with an expected aggregate nominal production capacity of approximately 9.0 mtpa to up to seven midscale Trains with an expected aggregate nominal production capacity of approximately 9.5 mtpa.

The following orders have been issued by the DOE authorizing the export of domestically produced LNG by vessel from the Corpus Christi LNG terminal:

- CCL Project—FTA countries for a 25-year term and tonon-FTA countries for a 20-year term up to a combined total of the equivalent of 767Bcf/yr (approximately 15 mtpa) of natural gas.
- Corpus Christi Expansion Project—FTA countries for a 20-year term in an amount equivalent to 514 Bcf/yr (approximately 10 mtpa) of natural gas. The application
 for authorization to export that same 514 Bcf/yr of domestically produced LNG by vessel to non-FTA countries is currently pending before the DOE. We intend to
 amend our DOE applications consistent with the design change in our amended FERC filings.

In each case, the terms of these authorizations begin on the earlier of the date of first export thereunder or the date specified in the particular order, which ranges from 7 to 10 years from the date the order was issued.

Customers

CCL entered into eight fixed-price SPAs with terms of at least 20 years (plus extension rights) with seven third parties to make available an aggregate amount of LNG that is between approximately 85% to 95% of the expected aggregate adjusted nominal production capacity of Trains 1 and 2. Under these eight SPAs, the customers will purchase LNG from CCL for a price consisting of a fixed fee per MMBtu of LNG (a portion of which is subject to annual adjustment for inflation) plus a variable fee per MMBtu of LNG equal to approximately 115% of Henry Hub. In certain circumstances, the customers may elect to cancel or suspend deliveries of LNG cargoes, in which case the customers would still be required to pay the fixed fee with respect to the contracted volumes that are not delivered as a result of such cancellation or suspension. We refer to the fee component that is applicable regardless of a cancellation or suspension of LNG cargo deliveries as the variable fee component of the price under our SPAs. We refer to the fee component that is applicable only in connection with LNG cargo deliveries as the variable fee component of the price under our SPAs. The variable fee under CCL's SPAs entered into in connection with the development of Stage 1 of the CCL Project was sized at the time of entry into each SPA with the intent to cover the costs of gas purchases and transportation related to, and operating and maintenance costs to produce, the LNG to be sold under each such SPA. The SPAs and contracted volumes to be made available under the SPAs are not tied to a specific Train; however, the term of each SPA generally commences upon the date of first commercial delivery for Train 1 or Train 2, as specified in each SPA.

In aggregate, the annual fixed fee portion to be paid by the third-party SPA customers is approximately \$550 million for Train 1, increasing to \$1.4 billion upon the date of first commercial delivery of Train 2 of the CCL Project, with the applicable fixed fees generally starting from the date of first commercial delivery from the applicable Train, as specified in each SPA.

In addition, Cheniere Marketing has entered into an SPA with CCL to purchase, at Cheniere Marketing's option, any LNG produced by CCL in excess of that required for other customers.

Natural Gas Transportation, Storage and Supply

To ensure CCL is able to transport adequate natural gas feedstock to the Corpus Christi LNG terminal, it has entered into transportation precedent agreements to secure firm pipeline transportation capacity with CCP and certain third-party pipeline companies. CCL has entered into a firm storage services agreement with a third party to assist in managing volatility in natural gas needs for the CCL Project. CCL has also entered into enabling agreements and long-term natural gas supply contracts with third parties, and will continue to enter into such agreements, in order to secure natural gas feedstock for the CCL Project. As of December 31, 2017, CCL has secured up to approximately2,024 TBtu of natural gas feedstock through long-term natural gas supply contracts, a portion of which is subject to the achievement of certain project milestones and other conditions precedent.

Construction

CCL entered into separate lump sum turnkey contracts with Bechtel for the engineering, procurement and construction of Stages 1 and 2 of the CCL Project under which Bechtel charges a lump sum for all work performed and generally bears project cost risk unless certain specified events occur, in which caseBechtel may cause CCL to enter into a change order, or CCL agrees with Bechtel to a change order.

The total contract price of the EPC contract for Stage 1, which does not include the Corpus Christi Pipeline, is approximately \$7.8 billion, reflecting amounts incurred under change orders through December 31, 2017. Total expected capital costs for Stage 1 and the Corpus Christi Pipeline are estimated to be between \$9.0 billion and \$10.0 billion before financing costs, and between \$11.0 billion and \$12.0 billion after financing costs including, in each case, estimated owner's costs and contingencies and total expected capital costs for the Corpus Christi Pipeline of between \$350 million and \$400 million. The total contract price of the EPC contract for Stage 2, which was amended and restated in December 2017, is approximately \$2.4 billion.

Pipeline Facilities

In December 2014, the FERC issued a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act of 1938, as amended, authorizing CCP to construct and operate the Corpus Christi Pipeline. The Corpus Christi Pipeline is designed to transport 2.25 Bcf/d of natural gas feedstock required by the CCL Project from the existing regional natural gas pipeline grid. The construction of the Corpus Christi Pipeline commenced in January 2017 and is nearing completion.

Final Investment Decision on Stage 2

We will contemplate making an FID to commence construction of Stage 2 of the CCL Project based upon, among other things, entering into acceptable commercial arrangements and obtaining adequate financing to construct the facility.

Capital Resources

We expect to finance the construction costs of the CCL Project from one or more of the following: project financing, operating cash flows from CCL and CCP and equity contributions to our subsidiaries. The following table provides a summary of our capital resources from borrowings and available commitments for the CCL Project, excluding equity contributions to our subsidiaries, at December 31, 2017 and 2016 (in millions):

		December 31,					
	2017			2016			
Senior notes (1)	\$	4,250	\$	2,750			
11% Convertible Senior Secured Notes due 2025		1,305		1,171			
Credit facilities outstanding balance (2)		2,485		2,381			
Letters of credit issued (2)		164		_			
Available commitments under credit facilities (2)		2,273		3,953			
Total capital resources from borrowings and available commitments (3)	\$	10,477	\$	10,255			



- Includes CCH's 7.000% Senior Secured Notes due 2024 (the "2024 CCH Senior Notes"), 5.875% Senior Secured Notes due 2025 (the "2025 CCH Senior Notes") and (1) 2027 CCH Senior Notes (collectively, the "CCH Senior Notes").
- (2) Includes 2015 CCH Credit Facility and CCH Working Capital Facility.
- (3) Does not include Cheniere's additional borrowings from 2021 Cheniere Convertible Unsecured Notes, 2045 Cheniere Convertible Senior Notes and Cheniere Revolving Credit Facility, which may be used for the CCL Project.

For additional information regarding our debt agreements related to the CCL Project, see Note 12-Debt of our Notes to Consolidated Financial Statements.

2025 CCH HoldCo II Convertible Senior Notes

In May 2015, CCH HoldCo II issued \$1.0 billion aggregate principal amount of 11% Convertible Senior Secured Notes due 2025 (the "2025 CCH HoldCo II Convertible Senior Notes") on a private placement basis. The 2025 CCH HoldCo II Convertible Senior Notes are convertible at the option of CCH HoldCo II or the holders, provided that various conditions are met. CCH HoldCo II is restricted from making distributions to Cheniere under agreements governing its indebtedness generally until, among other requirements, Trains 1 and 2 of the CCL Project are in commercial operation and a historical debt service coverage ratio and a projected fixed debt service coverage ratio of 1.20:1.00 are achieved.

CCH Senior Notes

In May 2017, CCH issued an aggregate principal amount of \$1.5 billion of the2027 CCH Senior Notes, in addition to the existing 2024 CCH Senior Notes and 2025 CCH Senior Notes. The CCH Senior Notes are jointly and severally guaranteed by its subsidiaries, CCL, CCP and Corpus Christi Pipeline GP, LLC (the "CCH Guarantors").

The indenture governing the CCH Senior Notes (the "CCH Indenture") contains customary terms and events of default and certain covenants that, among other things, limit CCH's ability and the ability of CCH's restricted subsidiaries to: incur additional indebtedness or issue preferred stock; make certain investments or pay dividends or distributions on membership interests or subordinated indebtedness or purchase, redeem or retire membership interests; sell or transfer assets, including membership or partnership interests of CCH's restricted subsidiaries; restrict dividends or other payments by restricted subsidiaries to CCH or any of CCH's restricted subsidiaries; incur liens; enter into transactions with affiliates; dissolve, liquidate, consolidate, merge, sell or lease all or substantially all of the properties or assets of CCH and its restricted subsidiaries taken as a whole; or permit any CCH Guarantor to dissolve, liquidate, consolidate, merge, sell or lease all or substantially all of its properties and assets.

At any time prior to six months before the respective dates of maturity for each series of theCCH Senior Notes, CCH may redeem all or part of such series of theCCH Senior Notes at a redemption price equal to the "make-whole" price set forth in the CCH Indenture, plus accrued and unpaid interest, if any, to the date of redemption. CCH also may at any time within six months of the respective dates of maturity for each series of the CCH Senior Notes, redeem all or part of such series of the CCH Senior Notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the CCH Senior Notes to be redeemed, plus accrued and unpaid interest, if any, to the date of redemption.

2015 CCH Credit Facility

In May 2015, CCH entered into the 2015 CCH Credit Facility. The obligations of CCH under the 2015 CCH Credit Facility are secured by a first priority lien on substantially all of the assets of CCH and its subsidiaries and by a pledge by CCH HoldCo I of its limited liability company interests in CCH. As of December 31, 2017 and 2016, CCH had \$2.1 billion and \$3.6 billion of available commitments and \$2.5 billion and \$2.4 billion of outstanding borrowings under the 2015 CCH Credit Facility, respectively.

The principal of the loans made under the 2015 CCH Credit Facility must be repaid in quarterly installments, commencing on the earlier of (1) the first quarterly payment date occurring more than three calendar months following project completion and (2) a set date determined by reference to the date under which a certain LNG buyer linked to Train 2 of the CCL Project is entitled to terminate its SPA for failure to achieve the date of first commercial delivery for that agreement. Scheduled repayments will be based upon a 19-year tailored amortization, commencing the first full quarter after the project completion and designed to achieve a minimum projected fixed debt service coverage ratio of 1 55.1



Under the 2015 CCH Credit Facility, CCH is required to hedge not less than 65% of the variable interest rate exposure of its senior secured debt. CCH is restricted from making distributions under agreements governing its indebtedness generally until, among other requirements, the completion of the construction of Trains 1 and 2 of the CCL Project, funding of a debt service reserve account equal to six months of debt service and achieving a historical debt service coverage ratio and fixed projected debt service coverage ratio of at least 1.25:1.00.

CCH Working Capital Facility

In December 2016, CCH entered into the \$350 millionCCH Working Capital Facility, which is intended to be used for loans to CCH("CCH Working Capital Loans"), the issuance of letters of credit on behalf of CCH, as well as for swing line loans to CCH ("CCH Swing Line Loans") for certain working capital requirements related to developing and placing into operation the CCL Project. Loans under the CCH Working Capital Facility are guaranteed by the CCH Guarantors. CCH may, from time to time, request increases in the commitments under the CCH Working Capital Facility of up to the maximum allowed under the Common Terms Agreement that was entered into concurrently with the 2015 CCH Credit Facility. CCH did not have any amounts outstanding under the CCH Working Capital Facility as of both December 31, 2017 and 2016, and CCH had \$164 million and zero aggregate amount of issued letters of credit as ofDecember 31, 2017 and 2016, respectively.

The CCH Working Capital Facility matures on December 14, 2021, and CCH may prepay theCCH Working Capital Loans, CCH Swing Line Loans and loans made in connection with a draw upon any letter of credit ("CCH LC Loans") at any time without premium or penalty upon three business days' notice and may re-borrow at any time. CCH LC Loans have a term of up to one year. CCH Swing Line Loans terminate upon the earliest of (1) the maturity date or earlier termination of theCCH Working Capital Facility, (2) the date that is 15 days after such CCH Swing Line Loan is made and (3) the first borrowing date for a CCH Working Capital Loan or CCH Swing Line Loan occurring at least four business days following the date the CCH Swing Line Loan is made. CCH is required to reduce the aggregate outstanding principal amount of all CCH Working Capital Loans to zero for a period of five consecutive business days at least once each year.

The CCH Working Capital Facility contains conditions precedent for extensions of credit, as well as customary affirmative and negative covenants. The obligations of CCH under the CCH Working Capital Facility are secured by substantially all of the assets of CCH and the CCH Guarantors as well as all of the membership interests in CCH and each of the CCH Guarantors on a *pari passu* basis with the CCH Senior Notes and the 2015 CCH Credit Facility.

Restrictive Debt Covenants

As of December 31, 2017, each of our issuers was in compliance with all covenants related to their respective debt agreements.

Marketing

We market and sell LNG produced by the SPL Project and the CCL Project that is not required for other customers through our integrated marketing function. We are developing a portfolio of long-, medium- and short-term SPAs to transport and unload commercial LNG cargoes to locations worldwide, which is primarily sourced by LNG produced by the SPL Project and the CCL Project but supplemented by volume procured from other locations worldwide, as needed. As of December 31, 2017, we have sold or have options to sell approximately 358 TBtu of LNG to be delivered to customers between 2018 and 2023. The cargoes have been sold either on a Free on Board basis (delivered to the customer at the Sabine Pass LNG terminal) or a Delivered at Terminal ("DAT") basis (delivered to the customer at their LNG receiving terminal). We have chartered LNG vessels to be utilized in DAT transactions. In addition, we have entered into a long-term agreement to sell LNG cargoes on a DAT basis that is conditioned upon the buyer achieving certain milestones.

Cheniere Marketing entered into uncommitted trade finance facilities for up to \$450 million primarily to be used for the purchase and sale of LNG for ultimate resale in the course of its operations. The finance facilities are intended to be used for advances, guarantees or the issuance of letters of credit or standby letters of credit on behalf of Cheniere Marketing. As of December 31, 2017 and 2016, Cheniere Marketing had zero and \$23 million, respectively, in loans outstanding and \$2 million and \$12 million, respectively, in standby letters of credit and guarantees outstanding under the finance facilities. Cheniere Marketing pays interest or fees on utilized commitments.



Corporate and Other Activities

We are required to maintain corporate and general and administrative functions to serve our business activities described above. We are also in various stages of developing other projects, including infrastructure projects in support of natural gas supply and LNG demand, which, among other things, will require acceptable commercial and financing arrangements before we make an FID. We have made an equity investment of \$55 million in Midship Pipeline, which is developing a pipeline with expected capacity of up to 1.44 million Dekatherms per day that will connect new gas production in the Anadarko Basin to Gulf Coast markets, including markets serving the SPL Project and the CCL Project.

Tax-Related Matters

Effective January 1, 2017, we adopted ASU 2016-09 which requires excess tax benefits or deficiencies for share-based payments to be recognized as income tax expense or benefit in the period shares vest rather than within equity. The adoption of ASU 2016-09 will result in future volatility of our income tax expense (as the future tax effects of share-based awards will be dependent on the price of our common stock at the time of settlement). Excess tax benefits reduced our effective tax rate by 6% for the period ending December 31, 2017.

On December 22, 2017, the U.S. government enacted comprehensive tax legislation (Tax Cuts and Jobs Act), which reduced the top U.S. corporate income tax rate from 35% to 21%. The reduction in the corporate tax rate will likely reduce our effective tax rate in future periods. As a result of the legislation, we remeasured our December 31, 2017 U.S. deferred tax assets and liabilities. The result of the remeasurement was a \$404 million reduction to our U.S. net deferred tax assets and represents a 71.4% increase to our effective tax rate. A corresponding change, reducing the effective tax rate, was recorded to the valuation allowance, and therefore there was no impact to current period income tax expense.

Sources and Uses of Cash

The following table summarizes the sources and uses of our cash, cash equivalents and restricted cash for theyears ended December 31, 2017, 2016 and 2015 (in millions). The table presents capital expenditures on a cash basis; therefore, these amounts differ from the amounts of capital expenditures, including accruals, which are referred to elsewhere in this report. Additional discussion of these items follows the table.

	Year Ended December 31,								
		2017		2016		2015			
Operating cash flows	\$	1,231	\$	(404)	\$	(483)			
Investing cash flows		(3,381)		(4,413)		(6,984)			
Financing cash flows		2,936		4,908		6,423			
Net increase (decrease) in cash, cash equivalents and restricted cash		786		91		(1,044)			
Cash, cash equivalents and restricted cash-beginning of period		1,827		1,736		2,780			
Cash, cash equivalents and restricted cash-end of period	\$	2,613	\$	1,827	\$	1,736			

Operating Cash Flows

Our operating cash flows during the years ended December 31, 2017, 2016 and 2015 were an inflow of \$1.2 billion, an outflow of \$404 million and an outflow of \$483 million, respectively. The \$1.6 billion increase in operating cash inflows in 2017 compared to 2016 was primarily related to increased cash receipts from the sale of LNG cargoes, partially offset by increased operating costs and expenses as a result of the of additional Trains that were operating at the SPL Project in 2017. During the year ended December 31, 2017, Trains 1 and 2 were operating for twelve months and Train 3 and Train 4 were operating for nine and three months, respectively, whereas in 2016, Train 1 was operating for seven months and Train 2 was operating for less than four months. The decrease in operating cash outflows in 2016 compared to 2015 was primarily related to increased cash receipts from the sale of LNG cargoes, partially offset by increased operating offset by increased operating costs and expenses as a result of the SPL Project in 2017. During the year ended December 31, 2017, Trains 1 and 2 were operating for twelve months and Train 3 and Train 4 were operating for nine and three months, respectively, whereas in 2016, Train 1 was operating for seven months and Train 2 was operating four months. The decrease in operating cash outflows in 2016 compared to 2015 was primarily related to increased cash receipts from the sale of LNG cargoes, partially offset by increased operating costs and expenses as a result of the commencement of operations of Trains 1 and 2 of the SPL Project and increased cash payout for phantom unit awards.



Investing Cash Flows

Investing cash outflows during the years ended December 31, 2017 and 2016 were \$3.4 billion, \$4.4 billion and \$7.0 billion, respectively, and were primarily used to fund the construction costs for Trains 1 through 5 of the SPL Project and Trains 1 and 2 of the CCL Project. These costs are capitalized as construction-in-process until achievement of substantial completion. In addition to cash outflows for construction costs for the SPL Project and the CCL Project, during the year ended December 31, 2017, we invested \$41 million in our equity method investment Midship Holdings and made payments of \$19 million primarily for infrastructure to support the CCL Project and other capital projects. Partially offsetting these cash outflows was a \$36 million receipt during the year ended December 31, 2017 from the return of collateral payments previously paid for the CCL Project. During the years ended December 31, 2016 and 2015, we used \$57 million and 131 million, respectively, primarily for collateral payments for the CCL Project, payments to municipal water districts for water system enhancements that will increase potable water supply to our export terminals, payments made for capital assets purchased pursuant to information technology services agreements and for investments made in unconsolidated entities.

Financing Cash Flows

- Financing cash inflows during the year ended December 31, 2017 were \$2.9 billion, primarily as a result of:
- issuances of aggregate principal amounts of \$800 million of the 2037 SPL Senior Notes and \$1.35 billion of the 2028 SPL Senior Notes;
- \$55 million of borrowings and \$369 million of repayments made under the 2015 SPL Credit Facilities;
- \$110 million of borrowings and \$334 million of repayments made under the SPL Working Capital Facility;
- \$1.5 billion of borrowings under the 2015 CCH Credit Facility;
- issuance of aggregate principal amount of \$1.5 billion of the 2027 CCH Senior Notes, which was used to prepay \$1.4 billion of outstanding borrowings under the 2015 CCH Credit Facility;
- \$24 million of borrowings and \$24 million of repayments made under the CCH Working Capital Facility;
- issuance of an aggregate principal amount of \$1.5 billion of the 2025 CQP Senior Notes, which was used to prepay \$1.5 billion of the outstanding borrowings under the 2016 CQP Credit Facilities;
- \$24 million in net repayments made under the Cheniere Marketing trade finance facilities;
- \$89 million of debt issuance and deferred financing costs related to up-front fees paid upon the closing of these transactions;
- \$185 million of distributions and dividends to non-controlling interest by Cheniere Partners and Cheniere Holdings; and
- \$12 million paid for tax withholdings for share-based compensation.

Financing cash inflows during the year ended December 31, 2016 were \$4.9 billion, primarily as a result of:

- \$2.6 billion of borrowings under the 2016 CQP Credit Facilities used to prepay the \$400 million CTPL Term Loan and redeem and repay \$2.1 billion of the SPLNG Senior Notes;
- \$2.0 billion of borrowings under the 2015 SPL Credit Facilities;
- issuance of an aggregate principal amount of \$1.5 billion of the 2026 SPL Senior Notes in June 2016, which was used to prepay \$1.3 billion of the outstanding borrowings under the 2015 SPL Credit Facilities;
- issuance of an aggregate principal amount of \$1.5 billion of the 2027 SPL Senior Notes in September 2016, which was used to prepay \$1.2 billion of the outstanding borrowings under the 2015 SPL Credit Facilities and pay a portion of the capital costs in connection with the construction of Trains 1 through 5 of the SPL Project;
- \$474 million of borrowings and \$265 million of repayments made under the SPL Working Capital Facility;
- \$2.1 billion of borrowings under the 2015 CCH Credit Facility;
- issuances of aggregate principal amounts of \$1.25 billion of the 2024 CCH Senior Notes and \$1.5 billion of the 2025 CCH Senior Notes in December 2016, which
 were used to prepay \$2.4 billion of the outstanding borrowings under the 2015 CCH Credit Facility;
- \$24 million in net borrowings under the Cheniere Marketing trade finance facilities;
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- \$172 million of debt issuance costs related to up-front fees paid upon the closing of these transactions;
- \$14 million of debt extinguishment costs paid in connection with redemptions and prepayments of outstanding borrowings;
- \$80 million of distributions and dividends to non-controlling interest by Cheniere Partners and Cheniere Holdings; and
- \$20 million paid for tax withholdings for share-based compensation.

Financing cash inflows during the year ended December 31, 2015 were \$6.4 billion, primarily as a result of:

- \$860 million of borrowings under the 2015 SPL Credit Facilities;
- issuance of an aggregate principal amount of \$2.0 billion of the 2025 SPL Senior Notes in March 2015;
- \$2.7 billion of borrowings under the 2015 CCH Credit Facility;
- issuance of an aggregate principal amount of \$625 million of the 2045 Cheniere Convertible Senior Notes in March 2015, with an original issue discount of 20% for net proceeds of \$496 million;
- issuance of an aggregate principal amount of \$1.0 billion of the 2025 CCH HoldCo II Convertible Senior Notes in May 2015;
- \$513 million of debt issuance and deferred financing costs related to up-front fees paid upon the closing of these transactions;
- \$80 million of distributions and dividends to non-controlling interest by Cheniere Partners and Cheniere Holdings; and
- \$61 million paid for tax withholdings for share-based compensation.

Contractual Obligations

We are committed to make cash payments in the future pursuant to certain of our contracts. The following table summarizes certain contractual obligations in place as of December 31, 2017 (in millions):

	 Payments Due By Period (1)										
	Total		2018		2019 - 2020		2021 - 2022		Thereafter		
Debt (2)	\$ 26,546	\$	_	\$	1,090	\$	6,853	\$	18,603		
Interest payments (2)	10,191		1,292		2,774		2,465		3,660		
Construction obligations (3)	1,574		1,124		450		—		_		
Purchase obligations (4)	7,772		2,360		2,926		1,317		1,169		
Capital lease obligations (5)	200		5		20		20		155		
Operating lease obligations (6)	756		140		246		134		236		
Other obligations (7)	121		3		37		54		27		
Total	\$ 47,160	\$	4,924	\$	7,543	\$	10,843	\$	23,850		

⁽¹⁾ Agreements in force as of December 31, 2017 that have terms dependent on project milestone dates are based on the estimated dates as of December 31, 2017.

- (2) Based on the total debt balance, scheduled maturities and interest rates in effect atDecember 31, 2017. See <u>Note 12—Debt</u> of our Notes to Consolidated Financial Statements.
- (3) Construction obligations primarily relate to the EPC contracts for the SPL Project and the CCL Project. The estimated remaining cost pursuant to our EPC contracts as of December 31, 2017 is included for Trains with respect to which we have made an FID to commence construction; the EPC contract termination amount is included for Trains with respect to which we have not made an FID. A discussion of these obligations can be found at <u>Note 19—Commitments and Contingencies</u> of our Notes to Consolidated Financial Statements.

(4) Purchase obligations consist of contracts for which conditions precedent have been met, and primarily relate to natural gas supply, transportation and storage services for the SPL Project. As project milestones and other conditions precedent are achieved, our obligations are expected to increase accordingly.

(5) Capital lease obligations consist of tug leases related to the CCL Project, as further discussed in <u>Note 18—Leases</u> of our Notes to Consolidated Financial Statements.

- (6) Operating lease obligations primarily relate to LNG vessel time charters, land sites related to theSPL Project and the CCL Project and corporate office leases. A discussion of these obligations can be found in <u>Note 18—Leases</u> of our Notes to Consolidated Financial Statements.
- (7) Other obligations primarily relate to agreements with certain local taxing jurisdictions, and are based on estimated tax obligations as ofDecember 31, 2017.

In addition, in the ordinary course of business, we maintain letters of credit and have certain cash restricted in support of certain performance obligations of our subsidiaries. As of December 31, 2017, we had \$914 million aggregate amount of issued letters of credit under our credit facilities and \$1.9 billion of current and non-current restricted cash. For more information, see <u>Note 3—Restricted Cash</u> of our Notes to Consolidated Financial Statements.

Results of Operations

The following table summarizes the volumes of operational and commissioning LNG cargoes that were loaded from the SPL Project and recognized on our Consolidated Financial Statements during the year ended December 31, 2017:

	Year Ended Dece	mber 31, 2017
(in TBtu)	Operational	Commissioning
Volumes loaded during the current period	684	51
Volumes loaded during the prior period but recognized during the current period	19	—
Less: volumes loaded during the current period and in transit at the end of the period	(43)	—
Total volumes recognized in the current period	660	51

Our consolidated net loss attributable to common stockholders was\$393 million, or \$1.68 per share (basic and diluted), in the year ended December 31, 2017, compared to a net loss attributable to common stockholders of \$610 million, or \$2.67 per share (basic and diluted), in the year ended December 31, 2016. This \$217 million decrease in net loss in 2017 was primarily a result of increased income from operations, which were partially offset by increased allocation of net income to non-controlling interest and increased interest expense, net of amounts capitalized.

In August 2017, Hurricane Harvey struck the Texas and Louisiana coasts, and the Sabine Pass LNG terminal experienced a temporary suspension in construction and LNG loading operations. Construction on the Corpus Christi LNG terminal was also suspended. Neither terminal sustained significant damage, and the effects of Hurricane Harvey did not have a material impact on our Consolidated Financial Statements.

Our consolidated net loss attributable to common stockholders was \$975 million, or \$4.30 per share (basic and diluted), in the year ended December 31, 2015. This \$365 million decrease in net loss in 2016 compared to 2015 was primarily a result of decreased loss from operations and decreased derivative loss, net, which were partially offset by increased interest expense, net of amounts capitalized.

Revenues

	Year Ended December 31,											
(in millions)	 2017		2016		Change	2015			Change			
LNG revenues	\$ 5,317	\$	1,016	\$	4,301	\$	_	\$	1,016			
Regasification revenues	260		259		1		259		_			
Other revenues	21		8		13		12		(4)			
Other—related party	3		_		3		_		_			
Total revenues	\$ 5,601	\$	1,283	\$	4,318	\$	271	\$	1,012			

2017 vs. 2016 and 2016 vs. 2015

We began recognizing LNG revenues from the SPL Project following the substantial completion and the commencement of operating activities of Train 1 in May 2016. Trains 2, 3 and 4 subsequently achieved substantial completion in September 2016, March 2017 and October 2017, respectively. The increase in revenues for each of the years was attributable to both the increased volume of LNG sold that was recognized as revenues following the achievement of substantial completion of these Trains, as well as increased revenues per MMBtu. We expect our LNG revenues to increase in the future upon Train 5 becoming operational.



Prior to substantial completion of a Train, amounts received from the sale of commissioning cargoes from that Train are offset against LNG terminal construction-inprocess because these amounts are earned or loaded during the testing phase for the construction of that Train. We realized offsets to LNG terminal costs of \$320 million corresponding to 51 TBtu of LNG and \$214 million corresponding to 45 TBtu of LNG in the years ended December 31, 2017 and 2016, respectively, that were related to the sale of commissioning cargoes.

The following table presents the components of LNG revenues (in millions) and the corresponding LNG volumes sold (in TBtu).

	Year Ended December 31,					
	 2017	2016				
LNG revenues (in millions):						
LNG from the SPL Project sold under SPL's third party long-term SPAs	\$ 2,588 \$	S 458				
LNG from the SPL Project sold by our integrated marketing function	1,756	319				
LNG procured from third parties	981	236				
Other revenues and derivative gains (losses)	(8)	3				
Total LNG revenues	\$ 5,317 \$	5 1,016				
Volumes sold as LNG revenues (in TBtu):						
LNG from the SPL Project sold under SPL's third party long-term SPAs	427	85				
LNG from the SPL Project sold by our integrated marketing function	233	47				
LNG procured from third parties	98	26				
Total volumes sold as LNG revenues	758	158				

Operating costs and expenses

	Year Ended December 31,									
(in millions)		2017		2016		Change		2015		Change
Cost (cost recovery) of sales	\$	3,120	\$	582	\$	2,538	\$	(15)	\$	597
Operating and maintenance expense		446		216		230		95		121
Development expense		10		7		3		42		(35)
Selling, general and administrative expense		256		260		(4)		363		(103)
Depreciation and amortization expense		356		174		182		83		91
Restructuring expense		6		61		(55)		61		_
Impairment expense and loss on disposal of assets		19		13		6		91		(78)
Total operating costs and expenses	\$	4,213	\$	1,313	\$	2,900	\$	720	\$	593

2017 vs. 2016

Our total operating costs and expenses increased during the year ended December 31, 2017 from the year ended 2016, primarily as a result of additional Trains that were operating between the periods. During the year ended December 31, 2017, Trains 1 and 2 were operating for twelve months and Train 3 and Train 4 were operating for nine and three months, respectively, whereas in 2016, Train 1 was operating for seven months and Train 2 was operating for less than four months.

Cost of sales increased during the year ended December 31, 2017 from the year ended 2016, primarily as a result of the increase in operating Trains during 2017. Cost of sales includes costs incurred directly for the production and delivery of LNG from the SPL Project, to the extent those costs are not utilized for the commissioning process. The increase during the year ended December 31, 2017 from the year ended 2016 was primarily related to the increase in both the volume and pricing of natural gas feedstock. Cost of sales also includes vessel charter costs, gains and losses from derivatives associated with economic hedges to secure natural gas feedstock for the SPL Project, port and canal fees, variable transportation and storage costs and other costs to convert natural gas into LNG.

Operating and maintenance expense increased during the year ended December 31, 2017 from the year ended 2016, as a result of the increase in operating Trains during 2017. Operating and maintenance expense includes costs associated with operating and maintaining the SPL Project and CCL Project. The increase during the year ended December 31, 2017 from the year ended



2016 was primarily related to natural gas transportation and storage capacity demand charges, third-party service and maintenance contract costs and payroll and benefit costs of operations personnel. Operating and maintenance expense also includes TUA reservation charges as a result of the commencement of payments under the partial TUA assignment agreement with Total, insurance and regulatory costs and other operating costs.

Depreciation and amortization expense increased during the year ended December 31, 2017 from the year ended 2016 as a result of increased number of operational Trains, as the assets related to the Trains of the SPL Project began depreciating upon reaching substantial completion.

We expect our operating costs and expenses to generally increase in the future upon Train 5 achieving substantial completion, although certain costs will not proportionally increase with the number of operational Trains as cost efficiencies will be realized.

Partially offsetting the increases above was a decrease in restructuring expense, which was primarily due to the completion of organizational initiatives as of March 31, 2017.

Impairment expense and loss on disposal of assets increased during the year ended December 31, 2017 compared to the year ended December 31, 2016. The impairment expense and loss on disposal of assets recognized during the year ended December 31, 2017 was the result of \$6 million related to damaged infrastructure as an effect of Hurricane Harvey and \$13 million related to the write down of assets used in non-core operations outside of our liquefaction activities. The impairment expense and loss on disposal of assets recognized during the year ended December 31, 2016 related to write down of assets primarily used in non-core operations outside of our liquefaction activities.

2016 vs. 2015

Our total operating costs and expenses increased \$592 million during the year ended December 31, 2016 compared to the year ended December 31, 2015, primarily as a result of the commencement of operations of Trains 1 and 2 of the SPL Project in May and September 2016, respectively.

Cost of sales increased during the year ended December 31, 2016 as a result of the commencement of operations at the SPL Project compared to a cost recovery recognized during the year ended December 31, 2015. This cost recovery was due to a \$32 million increase in fair value for our natural gas supply contracts recorded for the period, which we recognized following the completion and placement into service of modifications to the underlying pipeline infrastructure and the resulting development of a market for physical gas delivery at locations specified in a portion of our natural gas supply contracts. Similarly, during the year ended December 31, 2016, we recognized a \$68 million increase in fair value of a natural gas supply contract due to the satisfaction of conditions precedent, including completion of relevant pipeline infrastructure, for that contract. Included in cost of sales during the years ended December 31, 2016 and 2015 was vessel charter costs of \$62 million and \$16 million, respectively, which were incurred throughout the period, including the period prior to substantial completion of Trains 1 and 2 of the SPL Project.

Operating and maintenance expense increased during the year ended December 31, 2016 as a result of the commencement of operations at the SPL Project. Depreciation and amortization expense increased during the year ended December 31, 2016 as we began depreciation of our assets related to Trains 1 and 2 of the SPL Project upon reaching substantial completion.

Partially offsetting the increases above was a decrease in SG&A expense, which was primarily due to reallocation of costs from selling, general and administrative activities to operating and maintenance activities following commencement of operations at the SPL Project and a reduction in professional services fees. Development expense decreased during the year ended December 31, 2016 compared to the year ended December 31, 2015, due to an FID made on Train 5 of the SPL Project in June 2015 and an FID made on Trains 1 and 2 of the CCL Project in May 2015.

Impairment expense decreased during the year ended December 31, 2016 compared to the year ended December 31, 2015. The impairment expense recognized in 2016 related to a corporate airplane that was written down to fair value based on market-based appraisals, which was ultimately sold by the end of the year. The impairment was recognized due to the potential disposition of the airplane in connection with the Company having initiated organizational changes and the associated focus for financially disciplined investment. The impairment expense recognized during the year ended December 31, 2015 was a result of our strategic focus to complete construction and commence operation of the SPL Project and the CCL Project and primarily attributable to impairments of business development projects totaling \$55 million primarily associated with a liquid hydrocarbon export project



in Texas along the Gulf Coast, as well as \$36 million resulting primarily from a reserve against funds loaned to Parallax Enterprises, LLC to develop its two mid-scale natural gas liquefaction projects in Louisiana along the Gulf Coast.

Additionally, in 2016 we implemented certain organizational changes to simplify our corporate structure, improve our operational efficiencies and implement a strategy for sustainable, long-term stockholder value creation through financially disciplined development, construction, operation and investment. As a result of these efforts, we recorded \$61 million of restructuring charges and other costs associated with restructuring and operational efficiency initiatives during each of the years ended December 31, 2016 and 2015 substantially all related to severance and other employee-related costs.

Other expense (income)

	Year Ended December 31,								
(in millions)	 2017	2016	Change	2015	Change				
Interest expense, net of capitalized interest	\$ 747 \$	S 488	\$ 259	\$ 322	\$ 166				
Loss on early extinguishment of debt	100	135	(35)	124	11				
Derivative loss (gain), net	(7)	10	(17)	204	(194)				
Other income	 (18)	—	(18)	(2)	2				
Total other expense	\$ 822 \$	633	\$ 189	\$ 648	\$ (15)				

2017 vs. 2016

Interest expense, net of capitalized interest, increased during theyear ended December 31, 2017 compared to the year ended December 31, 2016 primarily as a result of an increase in our indebtedness outstanding (before premium, discount and unamortized debt issuance costs), from \$22.7 billion as of December 31, 2016 to \$26.1 billion as of December 31, 2017, and a decrease in the portion of total interest costs that could be capitalized as Trains 1 through 4 of theSPL Project completed construction. For the year ended December 31, 2017, we incurred \$1.5 billion of total interest cost, of which we capitalized \$779 million which was directly related to the construction of the SPL Project and the CCL Project. For the year ended December 31, 2016, we incurred \$1.3 billion of total interest cost, of which we capitalized \$813 million which was directly related to the construction of the SPL Project.

Loss on early extinguishment of debt decreased during the year ended December 31, 2017, as compared to the year ended December 31, 2016 Loss on early extinguishment of debt recognized in 2017 was attributable to the write-offs of debt issuance costs of (1) \$42 million in March 2017 upon termination of the remaining available balance of \$1.6 billion under the 2015 SPL Credit Facilities in connection with the issuance of the 2028 SPL Senior Notes; (2) \$33 million in May 2017 upon the prepayment of approximately \$1.4 billion of outstanding borrowings under the 2015 CCH Credit Facility in connection with the issuance of the 2027 CCH Senior Notes; and (3) \$25 million in September 2017 related to the prepayment of \$1.5 billion of the outstanding indebtedness under the 2016 CQP Credit Facilities in connection with the issuance of the 2025 CQP Senior Notes. Loss on early extinguishment of debt during the year ended December 31, 2016 was attributable to (1) \$52 million write-off of debt issuance costs and payment of fees related to the \$2.6 billion prepayment of outstanding borrowings and termination of commitments under the 2015 SPL Credit Facilities in connection with the issuance of the 2026 SPL Senior Notes and the 2027 SPL Senior Notes, (2) \$63 million write-off of debt issuance costs related to the \$2.4 billion prepayment of outstanding borrowings under the 2015 CCH Credit Facility in connection with the issuance of the 2025 CCH Senior Notes and (3) \$20 million write-off of debt issuance costs and payment of 2015 CCH Credit Facility in connection with the issuance of the 2024 CCH Senior Notes and the 2027 SPL Senior Notes, (2) \$63 million write-off of debt issuance costs related to the \$2.4 billion prepayment of outstanding borrowings under the 2015 CCH Senior Notes and the 2025 CCH Senior Notes and (3) \$20 million write-off of debt issuance costs and unamortized discount in connection with the issuance of the 2024 CCH Senior Notes and the 2020 SPLNG Senior Notes.

Derivative gain, net increased from a loss during year ended December 31, 2016 to a gain during the year ended December 31, 2017, primarily due to a favorable shift in the long-term forward LIBOR curve between the periods, partially offset by a \$7 million loss in March 2017 upon the settlement of interest rate swaps associated with approximately \$1.6 billion of commitments that were terminated under the 2015 SPL Credit Facilities and a \$13 million loss in May 2017 in conjunction with the termination of approximately \$1.4 billion of commitments under the 2015 CCH Credit Facility.

2016 vs. 2015

Interest expense, net of capitalized interest, increased \$166 million in the year ended December 31, 2016, as compared to the year ended December 31, 2015, primarily as a result of an increase in our indebtedness outstanding (before premium, discount and unamortized debt issuance costs), from \$17 billion as of December 31, 2015 to \$23 billion as of December 31, 2016, and a

decrease in the portion of total interest costs that could be capitalized as Trains 1 and 2 of the SPL Project were no longer in construction. For the year ended December 31, 2015, we incurred \$997 million of total interest cost, of which we capitalized \$675 million which was directly related to the construction of the SPL Project and the CCL Project.

Loss on early extinguishment of debt increased \$11 million in the year ended December 31, 2016, as compared to the year ended December 31, 2015. Loss on early extinguishment of debt during the year ended December 31, 2015 was attributable to (1) \$96 million associated with the termination of approximately \$1.8 billion of commitments under SPL's previous credit facilities that were replaced by the 2015 SPL Credit Facilities in June 2015, (2) \$16 million associated with the termination of a portion of the original commitments under the 2015 CCH Credit Facility and (3) \$11 million associated with the termination of additional commitments made available under the 2025 CCH HoldCo II Convertible Senior Note.

Derivative loss, net decreased \$194 million in the year ended December 31, 2016, as compared to the year ended December 31, 2015, primarily due to a relative increase in the long-term forward LIBOR curve. Included in derivative loss, net recognized during the year ended December 31, 2015 was a \$50 million loss recognized upon meeting the contingency related to the CCH Interest Rate Derivatives, as well as the loss recognized upon the termination of interest rate swaps associated with approximately \$1.8 billion of commitments that were terminated under the previous SPL credit facilities.

Other

	 Year Ended December 31,								
(in millions)	2017		2016		Change		2015		Change
Income tax provision	\$ (3)	\$	(2)	\$	(1)	\$	_	\$	(2)
Net income (loss) attributable to non-controlling interest	956		(55)		1,011		(122)		67

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2017 vs. 2016

Net income attributable to non-controlling interest increased during theyear ended December 31, 2017 from the year ended 2016 primarily due to the amortization of the beneficial conversion feature on Cheniere Partners' Class B units and increase in consolidated net income recognized by Cheniere Partners in which the non-controlling interest is held. Net income attributable to non-controlling interest was increased by \$714 million for non-cash amortization of the beneficial conversion feature on Cheniere Partners' Class B units and increase by \$714 million for non-cash amortization of the beneficial conversion feature on Cheniere Partners' Class B units cased upon the conversion of these units into common units on August 2, 2017, the share of Cheniere Partners' net income (loss) that is attributed to non-controlling interest holders has increased from that date as a result of the increased ownership percentage by non-controlling interest holders. The consolidated net income recognized by Cheniere Partners' increased from a net loss of \$171 million in the year ended December 31, 2017, primarily as a result of the additional Trains that were operating at the SPL Project between the periods, which was partially offset by increased interest expense, net of amounts capitalized.

2016 vs. 2015

Net loss attributable to non-controlling interest decreased \$67 million in the year ended December 31, 2016 as compared to the year ended December 31, 2015, primarily due to the decrease in consolidated net loss recognized by Cheniere Partners in which the non-controlling interest is held. The consolidated net loss recognized by Cheniere Partners decreased from \$319 million in the year ended December 31, 2015 to \$171 million in the year ended December 31, 2016 primarily due to increased income from operations as a result of the commencement of operations of Trains 1 and 2 of the SPL Project, decreased derivative loss, net and decreased loss on early extinguishment of debt, which were partially offset by increased interest expense, net of amounts capitalized. Additionally, net loss attributable to non-controlling interest was reduced by \$34 million in amortization of the beneficial conversion feature on Cheniere Partners' Class B units.

Off-Balance Sheet Arrangements

We have interests in an unconsolidated variable interest entity ("VIE") as discussed in <u>Note 8—Other Non-Current Assets</u> of our Notes to Consolidated Financial Statements in this annual report, which we consider to be an off-balance sheet arrangement. We believe that this VIE does not have a current or future material effect on our consolidated financial position or operating results.

Summary of Critical Accounting Estimates

The preparation of Consolidated Financial Statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the amounts reported in the Consolidated Financial Statements and the accompanying notes. Management evaluates its estimates and related assumptions regularly, including those related to the valuation of derivative instruments, properties, plant and equipment and income taxes. Changes in facts and circumstances or additional information may result in revised estimates, and actual results may differ from these estimates. Management considers the following to be its most critical accounting estimates that involve significant judgment.

Derivative Instruments

All derivative instruments, other than those that satisfy specific exceptions, are recorded at fair value. We record changes in the fair value of our derivative positions based on the value for which the derivative instrument could be exchanged between willing parties. If market quotes are not available to estimate fair value, management's best estimate of fair value is based on the quoted market price of derivatives with similar characteristics or determined through industry-standard valuation approaches. Such evaluations may involve significant judgment and the results are based on expected future events or conditions, particularly for those valuations using inputs unobservable in the market.

Our derivative instruments consist of interest rate swaps, financial commodity derivative contracts transacted in an over-the-counter market, index-based physical commodity contracts and foreign currency exchange ("FX") contracts. We value our interest rate swaps using observable inputs including interest rate curves, risk adjusted discount rates, credit spreads and other relevant data. Valuation of our financial commodity derivative contracts is determined using observable commodity price curves and other relevant data. Valuation of our index-based physical commodity contracts is developed through the use of internal models which are impacted by inputs that may be unobservable in the marketplace, market transactions and other relevant data. We estimate the fair values of our FX derivative instruments using observable FX rates and other relevant data.

Gains and losses on derivative instruments are recognized in earnings. The ultimate fair value of our derivative instruments is uncertain, and we believe that it is reasonably possible that a change in the estimated fair value could occur in the near future as interest rates, commodity prices and FX rates change.

Impairment of Long-Lived Assets

A long-lived asset, including an intangible asset, is evaluated for potential impairment whenever events or changes in circumstances indicate that its carrying value may not be recoverable. Recoverability generally is determined by comparing the carrying value of the asset to the expected undiscounted future cash flows of the asset. If the carrying value of the asset is not recoverable, the amount of impairment loss is measured as the excess, if any, of the carrying value of the asset over its estimated fair value. We use a variety of fair value measurement approaches when market information for the same or similar assets does not exist. Projections of future operating results and cash flows may vary significantly from results. Management reviews its estimates of cash flows on an ongoing basis using historical experience and other factors, including the current economic and commodity price environment.

Income Taxes

Deferred income tax assets and liabilities are recognized for temporary differences between the basis of assets and liabilities for financial reporting and tax purposes. Deferred tax assets are reduced by a valuation allowance if, based on all available evidence, it is more likely than not that some portion or all of the deferred tax asset will not be realized. In determining the need for a valuation allowance we consider current and historical financial results, expectations for future taxable income and the availability of tax planning strategies that can be implemented, if necessary, to realize deferred tax assets. We have recorded a full valuation allowance on our net federal and state deferred tax assets as of both December 31, 2017 and 2016. We intend to maintain a valuation allowance on our net federal and state deferred tax assets until there is sufficient evidence to support the reversal of these allowances. Given our current earnings and anticipated future earnings, we believe that there is a reasonable possibility that in the foreseeable future, sufficient positive evidence may become available to allow us to reach a conclusion that a significant portion of the valuation allowance will no longer be needed. Release of the valuation allowance would result in the recognition of certain deferred tax assets and a decrease to income tax expense for the period the release is recorded. However, the exact timing and amount of the valuation allowance release are subject to change on the basis of the level of profitability that we are able to actually achieve.



We recognize the financial statement effects of a tax position when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. The largest amount of the tax benefit that is greater than 50 percent likely of being effectively settled is recorded. Changes in these unrecognized tax benefits may result from remeasurement of amounts expected to be realized, settlements with tax authorities and expiration of statutes of limitations.

See Note 14-Income Taxes of our Notes to Consolidated Financial Statements for further discussion of our accounting for income taxes.

Recent Accounting Standards

For descriptions of recently issued accounting standards, see Note 22-Recent Accounting Standards of our Notes to Consolidated Financial Statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Cash Investments

We have cash investments that we manage based on internal investment guidelines that emphasize liquidity and preservation of capital. Such cash investments are stated at historical cost, which approximates fair market value on our Consolidated Balance Sheets.

Marketing and Trading Commodity Price Risk

We have entered into commodity derivatives consisting of natural gas supply contracts to secure natural gas feedstock for the SPL Project and the CCL Project ("Liquefaction Supply Derivatives"). We have also entered into financial derivatives to hedge the exposure to the commodity markets in which we have contractual arrangements to purchase or sell physical LNG ("LNG Trading Derivatives"). In order to test the sensitivity of the fair value of the Liquefaction Supply Derivatives and the LNG Trading Derivatives to changes in underlying commodity prices, management modeled a 10% change in the commodity price for natural gas for each delivery location and a 10% change in the commodity price for LNG, respectively, as follows (in millions):

	 Decemb	, 2017		December 31, 2016					
	Fair Value		Change in Fair Value	Fair Value			Change in Fair Value		
Liquefaction Supply Derivatives	\$ 55	\$	5	\$	73	\$	6		
LNG Trading Derivatives	(8)		2		(3)		_		

Interest Rate Risk

SPL, Cheniere Partners and CCH have entered into interest rate swaps to hedge the exposure to volatility in a portion of the floating-rate interest payments under the 2015 SPL Credit Facilities ("SPL Interest Rate Derivatives"), the 2016 CQP Credit Facilities ("CQP Interest Rate Derivatives") and the 2015 CCH Credit Facility ("CCH Interest Rate Derivatives") and the 2015 CCH Credit Facility ("CCH Interest Rate Derivatives") and the 2015 CCH Credit Facility ("CCH Interest Rate Derivatives") and the 2015 CCH Credit Facility ("CCH Interest Rate Derivatives") and the 2015 CCH Credit Facility ("CCH Interest Rate Derivatives") and the 2015 CCH Credit Facility ("CCH Interest Rate Derivatives") and the 2015 CCH Credit Facility ("CCH Interest Rate Derivatives") and the SPL Interest Rate Derivatives and the CQP Interest Rate Derivatives, the "Interest Rate Derivatives"), respectively. In order to test the sensitivity of the fair value of the Interest Rate Derivatives to changes in interest rates, management modeled a 10% change in the forward 1-month LIBOR curve across the remaining terms of the Interest Rate Derivatives as follows (in millions):

	 Decemb	er 31, 2	2017	December 31, 2016					
	 Fair Value		Change in Fair Value	Fair Value	Char	nge in Fair Value			
SPL Interest Rate Derivatives	\$ —	\$	_	\$ (6)	\$	2			
CQP Interest Rate Derivatives	21		5	13		6			
CCH Interest Rate Derivatives	(32)		44	(86)		52			

Foreign Currency Exchange Risk

We have entered into foreign currency exchange ("FX") contracts to hedge exposure to currency risk associated with operations in countries outside of the United States ("FX Derivatives"). In order to test the sensitivity of the fair value of the FX Derivatives to changes in FX rates, management modeled a 10% change in FX rate between the U.S. dollar and the applicable

foreign currencies. This 10% change in FX rates would have resulted in an immaterial change in the fair value of the FX Derivatives as of both December 31, 2017 and December 31, 2016.

See <u>Note 7—Derivative Instruments</u> for additional details about our derivative instruments.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

CHENIERE ENERGY, INC. AND SUBSIDIARIES

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MANAGEMENT'S REPORT TO THE STOCKHOLDERS OF CHENIERE ENERGY, INC.

Management's Report on Internal Control Over Financial Reporting

/s/ Jack A. Fusco

Jack A. Fusco

President and Chief Executive Officer

(Principal Executive Officer)

As management, we are responsible for establishing and maintaining adequate internal control over financial reporting for Cheniere Energy, Inc. and its subsidiaries ("Cheniere"). In order to evaluate the effectiveness of internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act of 2002, we have conducted an assessment, including testing using the criteria in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Cheniere's system of internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements and, even when determined to be effective, can only provide reasonable assurance with respect to financial statement preparation and presentation.

Based on our assessment, we have concluded that Cheniere maintained effective internal control over financial reporting as of December 31,2017, based on criteria in Internal Control—Integrated Framework (2013) issued by the COSO.

Cheniere's independent registered public accounting firm, KPMG LLP, has issued an audit report on Cheniere's internal control over financial reporting as of December 31, 2017, which is contained in this Form 10-K.

Management's Certifications

The certifications of Cheniere's Chief Executive Officer and Chief Financial Officer required by the Sarbanes-Oxley Act of 2002 have been included as Exhibits 31 and 32 in Cheniere's Form 10-K.

By:

CHENIERE ENERGY, INC.

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 $\ensuremath{\sec}$ /s/ Michael J. Wortley

Michael J. Wortley Executive Vice President and Chief Financial Officer (Principal Financial Officer)

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors Cheniere Energy, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Cheniere Energy, Inc. and subsidiaries (the Company) as of December 31, 2017 and 2016, the related consolidated statements of operations, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2017, and the related notes and financial statement schedule I (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2017, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 20, 2018 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

KPMG LLP

We have served as the Company's auditor since 2014.

Houston, Texas February 20, 2018

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors Cheniere Energy, Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited Cheniere Energy, Inc.'s and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2017 and 2016, the related consolidated statements of operations, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2017, and the related notes and financial statement schedule I (collectively, the consolidated financial statements), and our report dated February 20, 2018 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP KPMG LLP

Houston, Texas February 20, 2018

CONSOLIDATED BALANCE SHEETS (in millions, except share data)

		Decem	ber 31,	
		2017		2016
ASSETS				
Current assets	¢	700	<i>•</i>	076
Cash and cash equivalents	\$	722	\$	876
Restricted cash		1,880		860
Accounts and other receivables		369		218
Accounts receivable—related party		2		
Inventory		243		160
Derivative assets		57		24
Other current assets		96		100
Total current assets		3,369		2,238
Non-current restricted cash		11		91
Property, plant and equipment, net		23,978		20,635
Debt issuance costs, net		149		277
Non-current derivative assets		34		83
Goodwill		77		77
Other non-current assets, net		288		302
Total assets	\$	27,906	\$	23,703
LIABILITIES AND STOCKHOLDERS' EQUITY Current liabilities				
Accounts payable	\$	25	\$	49
Accrued liabilities	Ψ	1,078	Ψ	637
Current debt				247
Deferred revenue		111		73
Derivative liabilities		37		71
Total current liabilities		1,251		1,077
		1,201		1,077
Long-term debt, net		25,336		21,688
Non-current deferred revenue		1		5
Non-current derivative liabilities		19		45
Other non-current liabilities		59		49
Commitments and contingencies (see Note 19)				
Stockholders' equity				
Preferred stock, \$0.0001 par value, 5.0 million shares authorized, none issued		—		—
Common stock, \$0.003 par value				
Authorized: 480.0 million shares at December 31, 2017 and 2016				
Issued: 250.1 million shares at December 31, 2017 and 2016				
Outstanding: 237.6 million shares and 238.0 million shares at December 31, 2017 and 2016, respectively		1		1
Treasury stock: 12.5 million shares and 12.2 million shares at December 31, 2017 and 2016, respectively, at cost		(386)		(374)
Additional paid-in-capital		3,248		3,211
Accumulated deficit		(4,627)		(4,234)
Total stockholders' deficit		(1,764)		(1,396)
Non-controlling interest		3,004		2,235
Total equity		1,240		839
Total liabilities and equity	\$	27,906	\$	23,703

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF OPERATIONS (in millions, except per share data)

	Year Ended December 31,					
		2017		2016		2015
Revenues						
LNG revenues	\$	5,317	\$	1,016	\$	—
Regasification revenues		260		259		259
Other revenues		21		8		12
Other—related party		3		—		—
Total revenues		5,601		1,283		271
Operating costs and expenses						
Cost (cost recovery) of sales (excluding depreciation and amortization expense shown separately below)		3,120		582		(15)
Operating and maintenance expense		446		216		95
Development expense		10		7		42
Selling, general and administrative expense		256		260		363
Depreciation and amortization expense		356		174		83
Restructuring expense		6		61		61
Impairment expense and loss on disposal of assets		19		13		91
Total operating costs and expenses		4,213		1,313		720
Income (loss) from operations		1,388		(30)		(449)
Other income (expense)						
Interest expense, net of capitalized interest		(747)		(488)		(322)
Loss on early extinguishment of debt		(100)		(135)		(124)
Derivative gain (loss), net		7		(10)		(204)
Other income		18		_		2
Total other expense		(822)		(633)		(648)
Income (loss) before income taxes and non-controlling interest		566		(663)		(1,097)
Income tax provision		(3)		(2)		_
Net income (loss)		563		(665)		(1,097)
Less: net income (loss) attributable to non-controlling interest		956		(55)		(122)
Net loss attributable to common stockholders	\$	(393)	\$	(610)	\$	(975)
Net loss per share attributable to common stockholders—basic and diluted (1)	\$	(1.68)	\$	(2.67)	\$	(4.30)
Weighted average number of common shares outstanding-basic and diluted		233.1		228.8		226.9

(1) Earnings per share in the table may not recalculate exactly due to rounding because it is calculated based on whole numbers, not the rounded numbers presented.

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (in millions)

				Total Stockh	older	s' Equity				
	Com	non S	stock	Treasu	ry Sto	ock	Additional		Non-	
	Shares		Par Value Amount	Shares		Amount	Paid-in Capital	Accumulated Deficit	controlling Interest	Total Equity
Balance at December 31, 2014	236.7	\$	1	10.6	\$	(293)	\$ 2,777	\$ (2,649)	\$ 2,666	\$ 2,502
Exercise of stock options	0.1		_	_		_	2	_	_	2
Forfeitures of restricted stock	(0.2)		_	_		—	_	—	_	_
Share-based compensation	_		_	_		_	90	_	_	90
Shares repurchased related to share-based compensation	(1.0)		_	1.0		(61)	_	_	_	(61)
Excess tax benefit from share-based compensation	_		_	_		_	2	_	_	2
Loss attributable to non-controlling interest	_		_	_			_	_	(122)	(122)
Equity portion of convertible notes, net	_		_	_			205	_	_	205
Distributions to non-controlling interest	_		_	_			_	_	(80)	(80)
Net loss	_		_	_			_	(975)	_	(975)
Balance at December 31, 2015	235.6		1	11.6		(354)	3,076	(3,624)	2,464	1,563
Issuances of restricted stock	0.4		_	_		_	_	_	_	_
Issuance of stock to acquire additional interest in Cheniere Holdings	3.0		_	_		_	94	_	(94)	_
Forfeitures of restricted stock	(0.4)		_	_		_	_	_	_	_
Share-based compensation	_		_	_		—	40	_	_	40
Shares repurchased related to share-based compensation	(0.6)		_	0.6		(20)	_	_	_	(20)
Loss attributable to non-controlling interest	_		_	_		_	_	_	(55)	(55)
Equity portion of convertible notes, net	_		_	_		—	1	_	_	1
Distributions to non-controlling interest	—		—	—		—	—	—	(80)	(80)
Net loss	_		_	_		—	_	(610)	_	(610)
Balance at December 31, 2016	238.0		1	12.2		(374)	3,211	(4,234)	2,235	 839
Issuances of restricted stock	0.1		_	_		—	_	_	_	_
Issuance of stock to acquire additional interest in Cheniere Holdings	_		_	_		_	2	_	(2)	_
Forfeitures of restricted stock	(0.2)		_	_		—	_	_	_	_
Share-based compensation	_		_	_		_	34	_	_	34
Shares repurchased related to share-based compensation	(0.3)		_	0.3		(12)	_	_	_	(12)
Net income attributable to non-controlling interest	_		—	_		_	_	—	956	956
Equity portion of convertible notes, net	_		—	_		_	1	_	_	1
Distributions to non-controlling interest	_		_	_		_	_	—	(185)	(185)
Net loss	_		_					(393)		 (393)
Balance at December 31, 2017	237.6	\$	1	12.5	\$	(386)	\$ 3,248	\$ (4,627)	\$ 3,004	\$ 1,240

The accompanying notes are an integral part of these consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS (in millions)

	Year Ended December 3				,		
		2017	20)16		2015	
Cash flows from operating activities							
Net income (loss)	\$	563	\$	(665)	\$	(1,097)	
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:							
Non-cash LNG inventory write-downs		—		—		18	
Depreciation and amortization expense		356		174		83	
Share-based compensation expense		91		101		172	
Non-cash interest expense		75		77		59	
Amortization of debt issuance costs, deferred commitment fees, premium and discount		69		62		48	
Loss on early extinguishment of debt		100		135		124	
Total losses (gains) on derivatives, net		62		(28)		168	
Net cash used for settlement of derivative instruments		(106)		(45)		(100)	
Impairment expense and loss on disposal of assets		19		13		91	
Other		(4)		4		1	
Changes in operating assets and liabilities:							
Accounts and other receivables		(139)		(207)		(1)	
Accounts receivable—related party		(2)		_		_	
Inventory		(73)		(119)		(28)	
Accounts payable and accrued liabilities		225		64		2	
Deferred revenue		34		42		(4)	
Other, net		(39)		(12)		(19)	
Net cash provided by (used in) operating activities		1,231		(404)		(483)	
Cash flows from investing activities							
Property, plant and equipment, net		(3,357)		(4,356)		(6,853)	
Investment in equity method investment		(41)		_		_	
Other		17		(57)		(131)	
Net cash used in investing activities		(3,381)		(4,413)		(6,984)	
Cash flows from financing activities							
Proceeds from issuances of debt		6,854		12,865		7,073	
Repayments of debt		(3,632)		(7,671)			
Debt issuance and deferred financing costs		(89)		(172)		(513)	
Debt extinguishment costs				(14)		(
Distributions and dividends to non-controlling interest		(185)		(80)		(80)	
Proceeds from exercise of stock options		(105)		(00)		2	
Payments related to tax withholdings for share-based compensation		(12)		(20)		(61)	
Other		(12)		(20)		2	
Net cash provided by financing activities		2,936		4,908		6,423	
Nationsona (downood) is each assistants and sociaistad each		796		01		(1.044)	
Net increase (decrease) in cash, cash equivalents and restricted cash		786		91		(1,044)	
Cash, cash equivalents and restricted cash—beginning of period	_	1,827	-	1,736		2,780	
Cash, cash equivalents and restricted cash-end of period	\$	2,613	\$	1,827	\$	1,736	

Balances per Consolidated Balance Sheets:

	December 31,					
	2017		2016			
Cash and cash equivalents	\$ 722	\$	876			
Restricted cash	1,880		860			
Non-current restricted cash	11		91			
Total cash, cash equivalents and restricted cash	\$ 2,613	\$	1,827			

The accompanying notes are an integral part of these consolidated financial statements.

NOTE 1—ORGANIZATION AND NATURE OF OPERATIONS

Cheniere, a Delaware corporation, is a Houston-based energy company primarily engaged in LNG-related businesses. We own and operate the Sabine Pass LNG terminal in Louisiana through our ownership interest in and management agreements with Cheniere Partners, which is a publicly traded limited partnership that we created in 2007. We own 100% of the general partner interest in Cheniere Partners and 82.7% of Cheniere Holdings, which is a publicly traded limited liability company formed in 2013 that owns a 48.6% limited partner interest in Cheniere Partners. We are currently developing and constructing two natural gas liquefaction and export facilities.

The Sabine Pass LNG terminal is located in Cameron Parish, Louisiana, on the Sabine-Neches Waterway less than four miles from the Gulf Coast. Cheniere Partners is developing, constructing and operating natural gas liquefaction facilities (the "SPL Project") at the Sabine Pass LNG terminal adjacent to the existing regasification facilities (described below) through a wholly owned subsidiary, SPL. Cheniere Partners plans to construct up to six Trains, which are in various stages of development, construction and operations. Trains 1 through 4 are operational, Train 5 is under construction and Train 6 is being commercialized and has all necessary regulatory approvals in place. Each Train is expected to have a nominal production capacity, which is prior to adjusting for planned maintenance, production reliability and potential overdesign, of approximately 4.5 mtpa and an adjusted nominal production capacity of approximately 4.3 to 4.6 mtpa of LNG. The Sabine Pass LNG terminal has operational regasification facilities owned by Cheniere Partners' wholly owned subsidiary, SPLNG, that include pre-existing infrastructure of five LNG storage tanks with aggregate capacity of approximately 16.9 Bcfe, two marine berths that can each accommodate vessels with nominal capacity of up to266,000 cubic meters and vaporizers with regasification capacity of approximately4.0 Bcf/d. Cheniere Partners also owns a 94-mile pipeline that interconnects the Sabine Pass LNG terminal with a number of large interstate pipelines(the "Creole Trail Pipeline") through a wholly owned subsidiary, CTPL.

We are developing and constructing a second natural gas liquefaction and export facility at the Corpus Christi LNG terminal, which is on nearly2,000 acres of land that we own or control near Corpus Christi, Texas, and a pipeline facility (collectively, the "CCL Project") through wholly owned subsidiaries CCL and CCP, respectively. The CCL Project is being developed for up to three Trains, with expected aggregate nominal production capacity, which is prior to adjusting for planned maintenance, production reliability and potential overdesign, of approximately 13.5 mtpa of LNG, three LNG storage tanks with aggregate capacity of approximately 10.1 Bcfe and two marine berths that can each accommodate vessels with nominal capacity of up to 266,000 cubic meters. The CCL Project is being developed in stages. The first stage includes Trains 1 and 2, two LNG storage tanks, one complete marine berth and a second partial berth and all of the CCL Project also includes a 23-mile natural gas supply pipeline that will interstate and intrastate natural gas pipelines (the "Corpus Christi Pipeline"), which is being constructed concurrently with the first stage. Trains 1 and 2 are currently under construction, and Train 3 is being commercialized and has all necessary regulatory approvals in place. The construction of the Corpus Christi Pipeline is nearing completion.

Additionally, we are developing an expansion of the Corpus Christi LNG terminal adjacent to the CCL Project and recently amended our regulatory filings with FERC to incorporate a project design change, from two Trains with an expected aggregate nominal production capacity of approximately 9.0 mtpa to up to seven midscale Trains with an expected aggregate nominal production capacity of approximately 9.5 mtpa. We remain focused on leveraging infrastructure through the expansion of our existing sites. We are also in various stages of developing other projects, including infrastructure projects in support of natural gas supply and LNG demand, which, among other things, will require acceptable commercial and financing arrangements before we make a final investment decision ("FID").

NOTE 2—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

Our Consolidated Financial Statements have been prepared in accordance withGAAP. The Consolidated Financial Statements include the accounts of Cheniere, its majority owned subsidiaries and entities in which it holds a controlling interest, including the accounts of Cheniere Holdings and Cheniere Partners and its wholly owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation. Investments in non-controlled entities, over which Cheniere has the ability to exercise significant influence over operating and financial policies, are accounted for using the equity method. In

applying the equity method of accounting, the investments are initially recognized at cost, and subsequently adjusted for our proportionate share of earnings, losses and distributions. Investments in non-controlled entities, over which Cheniere does not have the ability to exercise significant influence, are accounted for using the cost method. Under the cost method the investments are initially recognized at cost and dividends received from the accumulated earnings of an investee are recorded as income. Dividends received in excess of the accumulated earnings of an investee are recorded as a reduction in the investment. We periodically assess our cost method investments for indicators of impairment. An impairment is recorded if an indicator is identified, the carrying value of our investment exceeds its fair value, and the impairment is considered to be other than temporary. Investments accounted for using the equity method and cost method are reported as a component of other assets.

We make a determination at the inception of each arrangement whether an entity in which we have made an investment or in which we have other variable interests is considered a variable interest entity ("VIE"). Generally, a VIE is an entity that does not have sufficient equity at risk to finance its activities without additional subordinated financial support from other parties, whose equity investors lack any characteristics of a controlling financial interest or which was established with non-substantive voting. We consolidate VIEs when we are deemed to be the primary beneficiary. The primary beneficiary of a VIE is the party that both: (1) has the power to make decisions that most significantly affect the economic performance of the VIE and (2) has the obligation to absorb losses or the right to receive benefits that in either case could potentially be significant to the VIE. If we are not deemed to be the primary beneficiary of a VIE, we account for the investment or other variable interests in a VIE in accordance with applicable GAAP.

Certain reclassifications have been made to conform prior period information to the current presentation. The reclassifications did not have a material effect on our consolidated financial position, results of operations or cash flows.

Use of Estimates

The preparation of Consolidated Financial Statements in conformity withGAAP requires management to make certain estimates and assumptions that affect the amounts reported in the Consolidated Financial Statements and the accompanying notes. Management evaluates its estimates and related assumptions regularly, including those related to the value of property, plant and equipment, goodwill, derivative instruments, asset retirement obligations ("AROs"), income taxes including valuation allowances for deferred tax assets, share-based compensation and fair value measurements. Changes in facts and circumstances or additional information may result in revised estimates, and actual results may differ from these estimates.

Fair Value

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. Hierarchy Level 1, 2 and 3 are terms for the priority of inputs to valuation approaches used to measure fair value. Hierarchy Level 1 inputs are quoted prices in active markets for identical assets or liabilities. Hierarchy Level 2 inputs are inputs other than quoted prices included within Level 1 that are directly or indirectly observable for the asset or liability. Hierarchy Level 3 inputs are not observable in the market.

In determining fair value, we use observable market data when available, or models that incorporate observable market data. In addition to market information, we incorporate transaction-specific details that, in management's judgment, market participants would take into account in measuring fair value. We maximize the use of observable inputs and minimize our use of unobservable inputs in arriving at fair value estimates.

Recurring fair-value measurements are performed for derivative instruments as disclosed in<u>Note 7—Derivative Instruments</u>. The carrying amount of cash and cash equivalents, restricted cash, accounts receivable and accounts payable reported on the Consolidated Balance Sheets approximates fair value. The fair value of debt is the estimated amount we would have to pay to repurchase our debt in the open market, including any premium or discount attributable to the difference between the stated interest rate and market interest rate at each balance sheet date. Debt fair values, as disclosed in <u>Note 12—Debt</u>, are based on quoted market prices for identical instruments, if available, or based on valuations of similar debt instruments using observable or unobservable inputs. Non-financial assets and liabilities initially measured at fair value include certain assets and liabilities acquired in a business combination, intangible assets, goodwill and AROs.

Revenue Recognition

Fees received pursuant to SPAs are recognized as LNG revenues after substantial completion of the respective Train. Prior to substantial completion, sales generated during the commissioning phase are offset against the cost of construction for the respective Train, as the production and removal of LNG from storage is necessary to test the facility and bring the asset to the condition necessary for its intended use. LNG revenues are recognized when LNG is delivered to the customer, either at the Sabine Pass LNG terminal or at the customer's LNG receiving terminal, based on the terms of the contract. LNG revenues generated by our integrated marketing function are reported on a gross or net basis based on an assessment of whether it is acting as the principal or the agent in the transaction.

LNG regasification capacity reservation fees are recognized as regasification revenues over the term of the respective TUAs. Advance capacity reservation fees are initially deferred and amortized over a 10-year period as a reduction of a customer's regasification capacity reservation fees payable under its TUA. Under each of these TUAs, SPLNG is entitled to retain 2% of LNG delivered for each customer's account at the Sabine Pass LNG terminal, which is recognized as revenue as SPLNG performs the services set forth in each customer's TUA. We also recognize tug services fees, which were historically included in regasification revenues but are now included within other revenues on our Consolidated Statements of Operations, that are received by Sabine Pass Tug Services, LLC, a wholly owned subsidiary of SPLNG.

Cash and Cash Equivalents

We consider all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Restricted Cash

Restricted cash consists of funds that are contractually restricted as to usage or withdrawal and have been presented separately from cash and cash equivalents on our Consolidated Balance Sheets.

Accounts and Notes Receivable

Accounts and notes receivable are reported net of allowances for doubtful accounts. Notes receivable that are not classified as trade receivables are recorded within other current assets in our Consolidated Balance Sheets. Impaired receivables are specifically identified and evaluated for expected losses. The expected loss on impaired receivables is primarily determined based on the debtor's ability to pay and the estimated value of any collateral. We did not recognize any impairment expense related to accounts and notes receivable during the years ended December 31, 2017 and 2016. During the year ended December 31, 2015, we recognized bad debt expense of \$36 million which was primarily attributable to a reserve against funds loaned to Parallax Enterprises, LLC, as further discussed in <u>Note 19—Commitments and Contingencies</u>. This charge was recorded as impairment expense on our Consolidated Statements of Operations.

Inventory

LNG and natural gas inventory are recorded at the lower of weighted average cost and net realizable value. Materials and other inventory are recorded at the lower of cost and net realizable value and subsequently charged to expense when issued. During the year ended December 31, 2015, we recognized \$18 million as operating and maintenance expense as a result of write-down for LNG inventory purchased to maintain the cryogenic readiness of the regasification facilities at the Sabine Pass LNG terminal. We did not recognize any operating and maintenance expense related to inventory write-downs during the years ended December 31, 2017 and 2016

Accounting for LNG Activities

Generally, we begin capitalizing the costs of our LNG terminals and related pipelines once the individual project meets the following criteria: (1) regulatory approval has been received, (2) financing for the project is available and (3) management has committed to commence construction. Prior to meeting these criteria, most of the costs associated with a project are expensed as incurred. These costs primarily include professional fees associated with front-end engineering and design work, costs of securing necessary regulatory approvals and other preliminary investigation and development activities related to our LNG terminals and related pipelines.

Generally, costs that are capitalized prior to a project meeting the criteria otherwise necessary for capitalization include: land and lease option costs that are capitalized as property, plant and equipment and certain permits that are capitalized as other non-current assets. The costs of lease options are amortized over the life of the lease once obtained. If no lease is obtained, the costs are expensed.

We capitalize interest and other related debt costs during the construction period of our LNG terminals and related pipelines. Upon commencement of operations, capitalized interest, as a component of the total cost, is amortized over the estimated useful life of the asset.

Property, Plant and Equipment

Property, plant and equipment are recorded at cost. Expenditures for construction and commissioning activities, major renewals and betterments that extend the useful life of an asset are capitalized, while expenditures for maintenance and repairs (including those for planned major maintenance projects) to maintain property, plant and equipment in operating condition are generally expensed as incurred. Interest costs incurred on debt obtained for the construction of property, plant and equipment are capitalized as construction-in-process over the construction period or related debt term, whichever is shorter. We depreciate our property, plant and equipment using the straight-line depreciation method. Upon retirement or other disposition of property, plant and equipment, the cost and related accumulated depreciation are removed from the account, and the resulting gains or losses are recorded in other operating costs and expenses.

Management tests property, plant and equipment for impairment whenever events or changes in circumstances have indicated that the carrying amount of property, plant and equipment might not be recoverable. Assets are grouped at the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of other groups of assets for purposes of assessing recoverability. Recoverability generally is determined by comparing the carrying value of the asset to the expected undiscounted future cash flows of the asset. If the carrying value of the asset is not recoverable, the amount of impairment loss is measured as the excess, if any, of the carrying value of the asset over its estimated fair value.

During the year ended December 31, 2017, we recognized \$6 million of impairment expense related to damaged infrastructure as an effect of Hurricane Harvey and \$6 million of impairment expense related to write down of assets used in non-core operations outside of our liquefaction activities.

During the year ended December 31, 2016, we recorded\$10 million of impairment expense related to a corporate airplane that was written down to fair value based on market-based appraisals, which was ultimately sold by the end of the year. The impairment was recognized due to the potential disposition of the airplane in connection with the Company having initiated organizational changes and the associated operational focus for financially disciplined investment.

During the year ended December 31, 2015, we recorded, primarily in relation to a liquid hydrocarbon export project in Texas along the Gulf Coast\$55 million of impairment expense as a result of our strategic focus to complete construction and commence operation of the first five Trains of the SPL Project and the first two Trains of the CCL Project.

Regulated Natural Gas Pipelines

The Creole Trail Pipeline and Corpus Christi Pipeline are subject to the jurisdiction of the FERC in accordance with the Natural Gas Act of 1938 and the Natural Gas Policy Act of 1978. The economic effects of regulation can result in a regulated company recording as assets those costs that have been or are expected to be approved for recovery from customers, or recording as liabilities those amounts that are expected to be required to be returned to customers, in a rate-setting process in a period different from the period in which the amounts would be recorded by an unregulated enterprise. Accordingly, we record assets and liabilities that result from the regulated rate-making process that may not be recorded under GAAP for non-regulated entities. We continually assess whether regulatory assets are probable of future recovery by considering factors such as applicable regulatory changes and recent rate orders applicable to other regulated entities. Based on this continual assessment, we believe the existing regulatory assets are probable of recovery. These regulatory assets and liabilities are primarily classified in our Consolidated Balance Sheets as other assets and other liabilities. We periodically evaluate their applicability under GAAP and consider factors such as regulatory changes and the effect of competition. If cost-based regulation ends or competition increases, we may have to reduce our asset balances to reflect a market basis less than cost and write off the associated regulatory assets and liabilities.



Items that may influence our assessment are:

- inability to recover cost increases due to rate caps and rate case moratoriums;
- inability to recover capitalized costs, including an adequate return on those costs through the rate-making process and the FERC proceedings;
- excess capacity;
- increased competition and discounting in the markets we serve; and
- impacts of ongoing regulatory initiatives in the natural gas industry.

Natural gas pipeline costs include amounts capitalized as an Allowance for Funds Used During Construction ("AFUDC"). The rates used in the calculation of AFUDC are determined in accordance with guidelines established by the FERC. AFUDC represents the cost of debt and equity funds used to finance our natural gas pipeline additions during construction. AFUDC is capitalized as a part of the cost of our natural gas pipelines. Under regulatory rate practices, we generally are permitted to recover AFUDC, and a fair return thereon, through our rate base after our natural gas pipelines are placed in service.

Derivative Instruments

We use derivative instruments to hedge our exposure to cash flow variability from interest rate, commodity price and foreign currency exchang("FX") rate risk. Derivative instruments are recorded at fair value and included in our Consolidated Balance Sheets as assets or liabilities depending on the derivative position and the expected timing of settlement, unless they satisfy criteria for and we elect the normal purchases and sales exception. When we have the contractual right and intend to net settle, derivative assets and liabilities are reported on a net basis.

Changes in the fair value of our derivative instruments are recorded in earnings, unless we elect to apply hedge accounting and meet specified criteria, including completing contemporaneous hedge documentation. We did not have any derivative instruments designated as cash flow hedges during the years ended December 31, 2017, 2016 and 2015. See <u>Note 7—Derivative Instruments</u> for additional details about our derivative instruments.

Concentration of Credit Risk

Financial instruments that potentially subject us to a concentration of credit risk consist principally of cash and cash equivalents and restricted cash. We maintain cash balances at financial institutions, which may at times be in excess of federally insured levels. We have not incurred losses related to these balances to date.

The use of derivative instruments exposes us to counterparty credit risk, or the risk that a counterparty will be unable to meet its commitments. Certain of our commodity derivative transactions are executed through over-the-counter contracts which are subject to nominal credit risk as these transactions are settled on a daily margin basis with investment grade financial institutions. Collateral deposited for such contracts is recorded as other current asset. Our interest rate and FX derivative instruments are placed with investment grade financial institutions whom we believe are acceptable credit risks. We monitor counterparty creditworthiness on an ongoing basis; however, we cannot predict sudden changes in counterparties' creditworthiness. In addition, even if such changes are not sudden, we may be limited in our ability to mitigate an increase in counterparty credit risk. Should one of these counterparties not perform, we may not realize the benefit of some of our derivative instruments.

SPL has entered into six fixed price SPAs with terms of at least 20 years with six unaffiliated third parties. CCL has entered into eight fixed price SPAs with terms of at least 20 years with seven unaffiliated third parties. SPL and CCL are dependent on the respective customers' creditworthiness and their willingness to perform under their respective SPAs. See <u>Note 20—Customer Concentration</u> for additional details about our customer concentration.

SPLNG has entered into two long-term TUAs with unaffiliated third parties for regasification capacity at the Sabine Pass LNG terminal. SPLNG is dependent on the respective customers' creditworthiness and their willingness to perform under their respective TUAs. SPLNG has mitigated this credit risk by securing TUAs for a significant portion of its regasification capacity with creditworthy third-party customers with a minimum Standard & Poor's rating of A.



Goodwill

Goodwill is the excess of acquisition cost of a business over the estimated fair value of net assets acquired. Goodwill is not amortized but is tested for impairment at least annually or more frequently if events or circumstances indicate goodwill is more likely than not impaired. Goodwill impairment evaluation requires a comparison of the estimated fair value of a reporting unit to its carrying value. Cheniere tests goodwill for impairment by either performing a qualitative assessment or a quantitative test. The qualitative assessment is an assessment of historical information and relevant events and circumstances to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount, including goodwill. Cheniere may elect not to perform the qualitative assessment and instead perform a quantitative impairment test. Significant judgment is required in estimating the fair value of the reporting unit and performing goodwill impairment tests.

As a result of finalization of organizational changes to simplify our corporate structure, improve our operational efficiencies and implement a strategy for sustainable, long-term stockholder value creation through financially disciplined development, construction, operation and investment, we revised the way we manage our business, which resulted in a change in our reporting units. Accordingly, Cheniere reallocated goodwill to our single reporting unit following finalization of organizational changes. We performed our annual goodwill impairment test on October 1st using a quantitative assessment and concluded that the estimated fair value of our reporting unit substantially exceeded its carrying value and, therefore, goodwill was not impaired. Judgments and assumptions are inherent in our estimate of future cash flows used to determine the estimate of the reporting unit's fair value. The use of alternate judgments and/or assumptions could result in the recognition of impairment charges in the future for our reporting unit could result in an impairment of goodwill. Factors that could trigger a lower fair value estimate include significant negative industry or economic trends, cost increases, disruptions to our business, regulatory or political environment changes or other unanticipated events. There were no changes in the carrying value of goodwill during the year endedDecember 31, 2017.

Debt

Our debt consists of current and long-term secured debt securities, convertible debt securities and credit facilities with banks and other lenders. Debt issuances are placed directly by us or through securities dealers or underwriters and are held by institutional and retail investors.

Debt is recorded on our Consolidated Balance Sheets at par value adjusted for unamortized discount or premium and net of unamortized debt issuance costs related to term notes. Discounts, premiums and debt issuance costs directly related to the issuance of debt are amortized over the life of the debt and are recorded in interest expense, net of capitalized interest using the effective interest method. Gains and losses on the extinguishment of debt are recorded in gains and losses on the extinguishment of debt on our Consolidated Statements of Operations.

Debt issuance costs consist primarily of arrangement fees, professional fees, legal fees and printing costs. These costs are recorded as a direct deduction from the debt liability unless incurred in connection with a line of credit arrangement, in which case they are presented as an asset on our Consolidated Balance Sheet. Debt issuance costs are amortized to interest expense or property, plant and equipment over the term of the related debt facility. Upon early retirement of debt or amendment to a debt agreement, certain fees are written off to loss on early extinguishment of debt.

Asset Retirement Obligations

We recognize AROs for legal obligations associated with the retirement of long-lived assets that result from the acquisition, construction, development and/or normal use of the asset and for conditional AROs in which the timing or method of settlement are conditional on a future event that may or may not be within our control. The fair value of a liability for an ARO is recognized in the period in which it is incurred, if a reasonable estimate of fair value can be made. The fair value of the liability is added to the carrying amount of the associated asset. This additional carrying amount is depreciated over the estimated useful life of the asset. Our assessment of AROs is described below.

We have not recorded an ARO associated with the Sabine Pass LNG terminal. Based on the real property lease agreements at the Sabine Pass LNG terminal, at the expiration of the term of the leases we are required to surrender the LNG terminal in good working order and repair, with normal wear and tear and casualty expected. Our property lease agreements at the Sabine Pass LNG terminal have terms of up to 90 years including renewal options. We have determined that the cost to surrender the Sabine Pass LNG terminal in good order and repair, with normal wear and tear and casualty expected, is immaterial.

We have not recorded an ARO associated with the Creole Trail Pipeline or the Corpus Christi Pipeline. We believe that it is not feasible to predict when the natural gas transportation services provided by the Creole Trail Pipeline or the Corpus Christi Pipeline will no longer be utilized. In addition, our right-of-way agreements associated with the Creole Trail Pipeline and the Corpus Christi Pipeline have no stipulated termination dates. We intend to operate the Creole Trail Pipeline and the Corpus Christi Pipeline as long as supply and demand for natural gas exists in the United States and intend to maintain it regularly.

Share-based Compensation

We have awarded share-based compensation in the form of stock, restricted stock, restricted stock units, performance stock units and phantom units that are more fully described in <u>Note 15—Share-based Compensation</u>. We recognize share-based compensation based upon the estimated fair value of awards. The recognition period for these costs begins at either the applicable service inception date or grant date and continues throughout the requisite service period. For equity-classified share-based compensation awards (which include stock, restricted stock, restricted stock units and performance stock units to employees and non-employee directors), compensation cost is recognized based on the grant-date fair value reduced by the present value of dividends expected to be paid on the underlying shares during the requisite service period, discounted at the appropriate risk-free interest rate and not subsequently remeasured. The fair value is recognized as expense (net of any capitalization) using the straight-line basis for awards that vest based solely on service conditions, we generally recognize compensation cost based on the probable outcome of the performance conditions. For awards with both time and performance-based compensation awards (which include phantom units), compensation cost is initially recognized on the grant date using estimated payout levels, and subsequently adjusted quarterly to reflect the updated estimated payout levels based on the changes in the our stock price. We account for forfeitures as they occur.

Non-controlling Interests

When we consolidate a subsidiary, we include 100% of the assets, liabilities, revenues and expenses of the subsidiary in our Consolidated Financial Statements, even if we own less than 100% of the subsidiary. Non-controlling interests represent third-party ownership in the net assets of our consolidated subsidiaries and are presented as a component of equity. Changes in our ownership interests in subsidiaries that do not result in deconsolidation are generally recognized within equity. See <u>Note 10—Non-controlling Interest</u> for additional details about our non-controlling interest.

Income Taxes

Provisions for income taxes are based on taxes payable or refundable for the current year and deferred taxes on temporary differences between the tax basis of assets and liabilities and their reported amounts in the Consolidated Financial Statements. Deferred tax assets and liabilities are included in the Consolidated Financial Statements at currently enacted income tax rates applicable to the period in which the deferred tax assets and liabilities are expected to be realized or settled. As changes in tax laws or rates are enacted, deferred tax assets and liabilities are adjusted through the current period's provision for income taxes. A valuation allowance is recorded to reduce the carrying value of our deferred tax assets when it is more likely than not that a portion or all of the deferred tax assets will expire before realization of the benefit or future deductibility is not probable.

We recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the tax position.

Net Loss Per Share

Net loss per share ("EPS") is computed in accordance with GAAP. Basic EPS excludes dilution and is computed by dividing net income (loss) by the weighted average number of common shares outstanding during the period. Diluted EPS reflects potential dilution and is computed by dividing net income (loss) by the weighted average number of common shares outstanding during the period increased by the number of additional common shares that would have been outstanding if the potential common shares had been issued and were dilutive. The dilutive effect of unvested stock is calculated using the treasury-stock method and the dilutive effect of convertible securities is calculated using the if-converted method.



Business Segment

During the first quarter of 2017, we finalized organizational changes to simplify our corporate structure, improve our operational efficiencies and implement a strategy for sustainable, long-term stockholder value creation through financially disciplined development, construction, operation and investment. As a result of these efforts, we revised the way we manage our business, which resulted in a change to our reportable segments. We previously had two reportable segments: LNG terminal segment and LNG and natural gas marketing segment. We have now determined that we operate as a single operating and reportable segment. Our chief operating decision maker makes resource allocation decisions and assesses performance based on financial information presented on a consolidated basis in the delivery of an integrated source of LNG to our customers.

NOTE 3—RESTRICTED CASH

Restricted cash consists of funds that are contractually restricted as to usage or withdrawal and have been presented separately from cash and cash equivalents on our Consolidated Balance Sheets. As of December 31, 2017 and 2016, restricted cash consisted of the following (in millions):

	December 31,					
	 2017		2016			
Current restricted cash						
SPL Project	\$ 544	\$	358			
Cheniere Partners and cash held by guarantor subsidiaries	1,045		247			
CCL Project	227		197			
Cash held by our subsidiaries restricted to Cheniere	64		58			
Total current restricted cash	\$ 1,880	\$	860			
Non-current restricted cash						
CCL Project	\$ —	\$	73			
Other	11		18			
Total non-current restricted cash	\$ 11	\$	91			

In February 2016, Cheniere Partners entered into the \$2.8 billion credit facilities (the "2016 CQP Credit Facilities"). Cheniere Partners, as well as Cheniere Investments, SPLNG and CTPL as Cheniere Partners' guarantor subsidiaries, are subject to limitations on the use of cash under the terms of the 2016 CQP Credit Facilities and the related depositary agreement governing the extension of credit to Cheniere Partners. Specifically, Cheniere Partners, Cheniere Investments, SPLNG and CTPL may only withdraw funds from collateral accounts held at a designated depositary bank on a monthly basis and for specific purposes, including for the payment of operating expenses. In addition, distributions and capital expenditures may only be made quarterly and are subject to certain restrictions.

NOTE 4—ACCOUNTS AND OTHER RECEIVABLES

As of December 31, 2017 and 2016, accounts and other receivables consisted of the following (in millions):

	December 31,						
	2017		2016				
Trade receivables							
SPL	\$ 185	\$	88				
Cheniere Marketing	163		121				
Other accounts receivable	21		9				
Total accounts and other receivables	\$ 369	\$	218				

Pursuant to the accounts agreement entered into with the collateral trustee for the benefit of SPL's debt holders, SPL is required to deposit all cash received into reserve accounts controlled by the collateral trustee. The usage or withdrawal of such cash is restricted to the payment of liabilities related to the SPL Project and other restricted payments.



NOTE 5—INVENTORY

As of December 31, 2017 and 2016, inventory consisted of the following (in millions):

	 December 31,						
	2017		2016				
Natural gas	\$ 17	\$	15				
LNG	44		50				
LNG in-transit	130		58				
Materials and other	52		37				
Total inventory	\$ 243	\$	160				

NOTE 6—PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment, net consists of LNG terminal costs and fixed assets and other, as follows (in millions):

	December 31,					
	 2017		2016			
LNG terminal costs						
LNG terminal	\$ 12,687	\$	7,978			
LNG terminal construction-in-process	11,932		12,995			
LNG site and related costs	86		41			
Accumulated depreciation	(882)		(555)			
Total LNG terminal costs, net	23,823		20,459			
Fixed assets and other						
Computer and office equipment	14		13			
Furniture and fixtures	19		17			
Computer software	92		85			
Leasehold improvements	41		43			
Land	59		61			
Other	16		22			
Accumulated depreciation	(86)		(65)			
Total fixed assets and other, net	155		176			
Property, plant and equipment, net	\$ 23,978	\$	20,635			

Depreciation expense during the years ended December 31, 2017, 2016 and 2015was \$354 million, \$173 million and \$82 million, respectively.

We realized offsets to LNG terminal costs of \$320 million and \$214 million in the years ended December 31, 2017 and 2016 respectively, that were related to the sale of commissioning cargoes because these amounts were earned or loaded prior to the start of commercial operations of the respective Train of the SPL Project, during the testing phase for its construction.

LNG Terminal Costs

The Sabine Pass LNG terminal is depreciated using the straight-line depreciation method applied to groups of LNG terminal assets with varying useful lives. The identifiable components of the Sabine Pass LNG terminal with similar estimated useful lives have a depreciable range between 6 and 50 years, as follows:

50 40
40
40
35
30
20
6-50
15-30

Fixed Assets and Other

Our fixed assets and other are recorded at cost and are depreciated on a straight-line method based on estimated lives of the individual assets or groups of assets.

NOTE 7-DERIVATIVE INSTRUMENTS

We have entered into the following derivative instruments that are reported at fair value:

- interest rate swaps to hedge the exposure to volatility in a portion of the floating-rate interest payments under certain credit facilities("Interest Rate Derivatives");
- commodity derivatives consisting of natural gas supply contracts for the commissioning and operation of theSPL Project and the CCL Project ("Physical Liquefaction Supply Derivatives") and associated economic hedges ("Financial Liquefaction Supply Derivatives," and collectively with the Physical Liquefaction Supply Derivatives, the "Liquefaction Supply Derivatives");
- financial derivatives to hedge the exposure to the commodity markets in which we have contractual arrangements to purchase or sell physical LNQ("LNG Trading Derivatives"); and
- foreign currency exchange ("FX") contracts to hedge exposure to currency risk associated with both LNG Trading Derivatives and operations in countries outside of the United States ("FX Derivatives").

We recognize our derivative instruments as either assets or liabilities and measure those instruments at fair value. None of our derivative instruments are designated as cash flow hedging instruments, and changes in fair value are recorded within our Consolidated Statements of Operations to the extent not utilized for the commissioning process.

The following table shows the fair value of our derivative instruments that are required to be measured at fair value on a recurring basis as oDecember 31, 2017 and 2016, which are classified as derivative assets, non-current derivative assets, derivative liabilities or non-current derivative liabilities in our Consolidated Balance Sheets (in millions).

		Fair Value Measurements as of													
		December 31, 2017										Decembe	r 31, 20)16	
	Active	Prices in Markets vel 1)	Observ	cant Other able Inputs .evel 2)	Uno	Significant bservable Inputs (Level 3)		Total	Ac	oted Prices in tive Markets (Level 1)		nificant Other ervable Inputs (Level 2)	Uno	Significant bservable Inputs (Level 3)	Total
SPL Interest Rate Derivatives liability	\$	_	\$	_	\$	_	\$	_	\$	_	\$	(6)	\$	_	\$ (6)
CQP Interest Rate Derivatives asset		_		21				21		_		13		_	13
CCH Interest Rate Derivatives liability		_		(32)		_		(32)		_		(86)		_	(86)
Liquefaction Supply Derivatives asset (liability)		2		10		43		55		(4)		(2)		79	73
LNG Trading Derivatives asset (liability)		(13)		5		_		(8)		2		(5)		_	(3)
FX Derivatives liability		_		(1)		—		(1)		—		—		—	_

We value our Interest Rate Derivatives using an income-based approach utilizing observable inputs to the valuation model including interest rate curves, risk adjusted discount rates, credit spreads and other relevant data. We value our LNG Trading Derivatives and our Liquefaction Supply Derivatives using market based approach incorporating present value techniques, as needed, using observable commodity price curves, when available, and other relevant data. We value our FX Derivatives with a market approach using observable FX rates and other relevant data.

The fair value of our Physical Liquefaction Supply Derivatives is predominantly driven by market commodity basis prices and our assessment of the associated conditions precedent, including evaluating whether the respective market is available as pipeline infrastructure is developed. Upon the satisfaction of conditions precedent, including completion and placement into service of relevant pipeline infrastructure to accommodate marketable physical gas flow, we recognize a gain or loss based on the fair value of the respective natural gas supply contracts.



We include a portion of our Physical Liquefaction Supply Derivatives as Level 3 within the valuation hierarchy as the fair value is developed through the use of internal models which may be impacted by inputs that are unobservable in the marketplace. The curves used to generate the fair value of our Physical Liquefaction Supply Derivatives are based on basis adjustments applied to forward curves for a liquid trading point. In addition, there may be observable liquid market basis information in the near term, but terms of a Physical Liquefaction Supply Derivatives contract may exceed the period for which such information is available, resulting in a Level 3 classification. In these instances, the fair value of the contract incorporates extrapolation assumptions made in the determination of the market basis price for future delivery periods in which applicable commodity basis prices were either not observable or lacked corroborative market data. As of December 31, 2017, some of our Physical Liquefaction Supply Derivatives existed within markets for which the pipeline infrastructure is under development to accommodate marketable physical gas flow.

The Level 3 fair value measurements of our Physical Liquefaction Supply Derivatives could be materially impacted by a significant change in certain natural gas market basis spreads due to the contractual notional amount represented by our Level 3 positions, which is a substantial portion of our overall Physical Liquefaction Supply portfolio. The following table includes quantitative information for the unobservable inputs for our Level 3 Physical Liquefaction Supply Derivatives as of December 31, 2017:

	Net Fair Value Asset (in millions)	Valuation Approach	Significant Unobservable Input	Significant Unobservable Inputs Range
		Market approach incorporating present value		
Physical Liquefaction Supply Derivatives	\$43	techniques	Basis Spread	\$(0.703) - \$0.432

The following table shows the changes in the fair value of our Level 3Physical Liquefaction Supply Derivatives during the years ended December 31, 2017, 2016 and 2015 (in millions):

			Year Ended I	December 31,			
	20	017	20	16	 2015		
Balance, beginning of period	\$	79	\$	32	\$ —		
Realized and mark-to-market gains (losses):							
Included in cost of sales (1)		(37)		48	32		
Purchases and settlements:							
Purchases		14		1	—		
Settlements (1)		(12)		(2)	_		
Transfers out of Level 3		(1)		—	—		
Balance, end of period	\$	43	\$	79	\$ 32		
Change in unrealized gains relating to instruments still held at end of period	\$	(37)	\$	49	\$ 32		

⁽¹⁾ Does not include the decrease in fair value of \$1 million related to the realized gains capitalized during theyear ended December 31, 2016.

Derivative assets and liabilities arising from our derivative contracts with the same counterparty are reported on a net basis, as all counterparty derivative contracts provide for net settlement. The use of derivative instruments exposes us to counterparty credit risk, or the risk that a counterparty will be unable to meet its commitments in instances when our derivative instruments are in an asset position. Additionally, we evaluate our own ability to meet our commitments in instances where our derivative instruments are in a liability position. Our derivative instruments are subject to contractual provisions which provide for the unconditional right of set-off for all derivative assets and liabilities with a given counterparty in the event of default.

Interest Rate Derivatives

SPL had entered into interest rate swaps("SPL Interest Rate Derivatives") to protect against volatility of future cash flows and hedge a portion of the variable interest payments on the credit facilities it entered into in June 2015 (the "2015 SPL Credit Facilities"), based on a portion of the expected outstanding borrowings over the term of the 2015 SPL Credit Facilities. In March 2017, SPL settled the SPL Interest Rate Derivatives and recognized a derivative loss of \$7 million in conjunction with the termination of approximately \$1.6 billion of commitments under the 2015 SPL Credit Facilities, as discussed in Note 12—Debt.



CCH has entered into interest rate swaps("CCH Interest Rate Derivatives") to protect against volatility of future cash flows and hedge a portion of the variable interest payments on its credit facility (the "2015 CCH Credit Facility"), based on a portion of the expected outstanding borrowings over the term of the 2015 CCH Credit Facility. In May 2017, CCH settled a portion of the CCH Interest Rate Derivatives and recognized a derivative loss of \$13 million in conjunction with the termination of approximately \$1.4 billion of commitments under the 2015 CCH Credit Facility, as discussed in <u>Note 12-Debt</u>.

Cheniere Partners has entered into interest rate swaps("CQP Interest Rate Derivatives") to protect against volatility of future cash flows and hedge a portion of the variable interest payments on the 2016 CQP Credit Facilities, based on a portion of the expected outstanding borrowings over the term of the 2016 CQP Credit Facilities.

As of December 31, 2017, we had the following Interest Rate Derivatives outstanding:

	Initial Notional Amount	Maximum Notional Amount	Effective Date	Maturity Date	Weighted Average Fixed Interest Rate Paid	Variable Interest Rate Received
CQP Interest Rate Derivatives	\$225 million	\$1.3 billion	March 22, 2016	February 29, 2020	1.19%	One-month LIBOR
CCH Interest Rate Derivatives	\$29 million	\$4.9 billion	May 20, 2015	May 31, 2022	2.29%	One-month LIBOR

The following table shows the fair value and location of our Interest Rate Derivatives on our Consolidated Balance Sheets (in millions):

		December	31, 2017			December 31, 2016							
	erest Rate vatives	terest Rate vatives		nterest Rate rivatives	 Total		iterest Rate rivatives	CQP Interest Rate Derivatives		CCH Interest Rate Derivatives			Total
Balance Sheet Location													
Derivative assets	\$ —	\$ 7	\$	—	\$ 7	\$	—	\$		\$	—	\$	—
Non-current derivative assets	—	14		3	17		—		16		—		16
Total derivative assets	_	21		3	 24		_		16		_		16
Derivative liabilities	_			(20)	(20)		(4)		(3)		(43)		(50)
Non-current derivative liabilities	_			(15)	(15)		(2)		_		(43)		(45)
Total derivative liabilities	_	 _		(35)	(35)		(6)		(3)	_	(86)		(95)
Derivative asset (liability), net	\$ _	\$ 21	\$	(32)	\$ (11)	\$	(6)	\$	13	\$	(86)	\$	(79)

The following table shows the changes in the fair value and settlements of ourInterest Rate Derivatives recorded in derivative gain (loss), net on our Consolidated Statements of Operations during the years ended December 31, 2017, 2016 and 2015(in millions):

	 Y	ear Ended December	31,	
	2017	2016		2015
SPL Interest Rate Derivatives loss	\$ (2)	\$ (6) \$	(42)
CQP Interest Rate Derivatives gain	6	12		_
CCH Interest Rate Derivatives gain (loss)	3	(16)	(162)

Commodity Derivatives

Liquefaction Supply Derivatives

SPL and CCL have entered into index-based physical natural gas supply contracts and associated economic hedges, if applicable, to purchase natural gas for the commissioning and operation of the SPL Project and the CCL Project. The terms of the noncurrent physical natural gas supply contracts range from approximately one to seven years, most of which commence upon

the satisfaction of certain conditions precedent, if not already met, such as the date of first commercial delivery of specified Trains of the SPL Project and the CCL Project.

Our Financial Liquefaction Supply Derivatives are executed through over-the-counter contracts which are subject to nominal credit risk as these transactions are settled on a daily margin basis with investment grade financial institutions. We are required by these financial institutions to use margin deposits as credit support for our Financial Liquefaction Supply Derivatives activities.

LNG Trading Derivatives

We have entered into, and may from time to time enter into, financialLNG Trading Derivatives in the form of swaps, forwards, options or futures to economically hedge exposure to the commodity markets in which we have contractual arrangements to purchase or sell physical LNG. We have entered into LNG Trading Derivatives to secure a fixed price position to minimize future cash flow variability associated with LNG purchase and sale transactions.

The following table shows the fair value and location of ourLiquefaction Supply Derivatives and LNG Trading Derivatives (collectively, "Commodity Derivatives") on our Consolidated Balance Sheets (in millions, except notional amount):

		Decem	ber 31, 2017					Decemb	December 31, 2016			
Liquefaction Supply LNG Trading Derivatives Derivatives (1) (2)					Total		Liquefaction Supply Derivatives (1)		ding Derivatives (2)		Total	
\$	41	\$	9	\$	50	\$	13	\$	7	\$	20	
	17		—		17		67		—		67	
	58		9		67		80		7		87	
	—		(17)		(17)		(7)		(10)		(17)	
	(3)		_		(3)		—				_	
	(3)		(17)		(20)		(7)		(10)		(17)	
\$	55	\$	(8)	\$	47	\$	73	\$	(3)	\$	70	
	2,539		25				1,117					
	Deriva	Derivatives (i) \$ 41 17 58		$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	berivatives (1) (2) Total Derivatives (1) \$ 41 \$ 9 \$ 50 \$ 13 \$ 17 - 17 67 67 80 \$ 58 9 67 80 \$ \$ \$ - (17) (17) (7) \$ \$ (3) - (3) - \$ \$ \$ 55 \$ (8) \$ 47 \$ 73 \$	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	

(1) Does not include collateral call of \$1 million and collateral deposit of \$6 million for such contracts, which are included in other current assets in our Consolidated Balance Sheets as of December 31, 2017 and 2016, respectively.

(2) Does not include collateral of \$28 million and \$10 million deposited for such contracts, which are included in other current assets in our Consolidated Balance Sheets as of December 31, 2017 and 2016, respectively.

(3) SPL had secured up to approximately 2,214 TBtu and 1,994 TBtu of natural gas feedstock through natural gas supply contracts as ofDecember 31, 2017 and 2016, respectively. CCL has secured up to approximately 2,024 TBtu and zero TBtu of natural gas feedstock through natural gas supply contracts, a portion of which is subject to the achievement of certain project milestones and other conditions precedent, as of December 31, 2017 and 2016, respectively.

The following table shows the changes in the fair value, settlements and location of ourCommodity Derivatives recorded on our Consolidated Statements of Operations during the years ended December 31, 2017, 2016 and 2015(in millions):

		 Ye	ar Enc	led December 31	,
	Statement of Operations Location (1)	2017		2016	2015
LNG Trading Derivatives gain (loss)	LNG revenues	\$ (44)	\$	(4)	1
Liquefaction Supply Derivatives loss (gain) (2)	Cost (cost recovery) of sales	24		(42)	(33)

(1) Fair value fluctuations associated with commodity derivative activities are classified and presented consistently with the item economically hedged and the nature and intent of the derivative instrument.

(2) Does not include the realized value associated with derivative instruments that settle through physical delivery.

FX Derivatives

Cheniere Marketing has entered into FX Derivatives to protect against the volatility in future cash flows attributable to changes in international currency exchange rates. The FX Derivatives economically hedge the foreign currency exposure arising from cash flows expended for both physical and financial LNG transactions and selling, general and administrative expenses related to operations in countries outside of the United States.

The following table shows the fair value and location of ourFX Derivatives on our Consolidated Balance Sheets (in millions):

			Fair Value Mea	surements as o	of
	Balance Sheet Location	Decer	mber 31, 2017	Dece	mber 31, 2016
FX Derivatives	Derivative assets	\$	_	\$	4
FX Derivatives	Derivative liabilities		—		(4)
FX Derivatives	Non-current derivative liabilities		(1)		_

The total notional amount of our FX Derivatives was \$27 million and \$11 million as of December 31, 2017 and 2016, respectively.

The following table shows the changes in the fair value of ourFX Derivatives recorded on our Consolidated Statements of Operations during the years ended December 31, 2017, 2016 and 2015 (in millions):

				Year Ended	December 31,	
	Statement of Operations Location	2	017	2	2016	2015
FX Derivatives loss	LNG revenues	\$	(1)	\$	_	\$ —
FX Derivatives loss	Other income		—		(1)	—

Balance Sheet Presentation

Our derivative instruments are presented on a net basis on our Consolidated Balance Sheets as described above. The following table shows the fair value of our derivatives outstanding on a gross and net basis (in millions):

Offsetting Derivative Assets (Liabilities)	Gross Amounts Recognized	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts Presented in the Consolidated Balance Sheets
As of December 31, 2017			
CQP Interest Rate Derivatives	\$ 21	\$	\$ 21
CCH Interest Rate Derivatives	3		3
CCH Interest Rate Derivatives	(35)	—	(35)
Liquefaction Supply Derivatives	64	(6)	58
Liquefaction Supply Derivatives	(3)	_	(3)
LNG Trading Derivatives	9	_	9
LNG Trading Derivatives	(37)	20	(17)
FX Derivatives	(1)	_	(1)
As of December 31, 2016			
SPL Interest Rate Derivatives	\$ (6)	\$ —	\$ (6)
CQP Interest Rate Derivatives	16	_	16
CQP Interest Rate Derivatives	(3)	_	(3)
CCH Interest Rate Derivatives	(95)	9	(86)
Liquefaction Supply Derivatives	82	(2)	80
Liquefaction Supply Derivatives	(11)	4	(7)
LNG Trading Derivatives	21	(15)	6
LNG Trading Derivatives	(17)	8	(9)
FX Derivatives	5	(1)	4
FX Derivatives	(4)	_	(4)



NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED

NOTE 8-OTHER NON-CURRENT ASSETS

As of December 31, 2017 and 2016, other non-current assets, net consisted of the following (in millions):

	 Decem	December 31, 7 26 97 48 29 64 24			
	2017		2016		
Advances made under EPC and non-EPC contracts	\$ 26	\$	69		
Advances made to municipalities for water system enhancements	97		99		
Advances and other asset conveyances to third parties to support LNG terminals	48		53		
Tax-related payments and receivables	29		31		
Equity method investments	64		10		
Other	24		40		
Total other non-current assets, net	\$ 288	\$	302		

Equity Method Investments

As of December 31, 2016, our equity method investments consisted of interests in privately-held companies. During the second quarter of 2017, we acquired an equity interest in Midship Holdings, LLC ("Midship Holdings"), which manages the business and affairs of Midship Pipeline Company, LLC ("Midship Pipeline"). Midship Pipeline is pursuing the development, construction, operation and maintenance of an approximately 230-mile natural gas pipeline project (the "Midship Project") that connects new production in the Anadarko Basin to Gulf Coast markets. Midship Holdings entered into agreements with investment funds managed by EIG Global Energy Partners ("EIG") under which EIG-managed funds committed to make an investment of up to \$500 million (the "EIG Investment") in the Midship Project, subject to the terms and conditions contained in the applicable agreements. The EIG Investment, when combined with equity contributed by us, is intended to ensure the Midship Project has the equity funding expected to be required to develop and construct the project. Midship Holdings requires acceptable financing arrangements and regulatory and other approvals before construction of the proposed Midship Project commences.

We have determined that Midship Holdings is a variable interest entity ("VIE") because it is thinly capitalized at formation such that the total equity investment at risk is not sufficient to permit the entity to finance its activities without additional subordinated financial support. We do not consolidate Midship Holdings because we do not have power to direct the activities that most significantly impact its economic performance. We continually monitor both consolidated and unconsolidated VIEs to determine if any events have occurred that could cause a change in our identification of a VIE or determination of the primary beneficiary to a VIE. We account for our investment in Midship Holdings under the equity method as we have the ability to exercise significant influence over the operating and financial policies of Midship Holdings through our non-controlling voting rights on its board of managers. Our investment in Midship Holdings at December 31, 2017 was \$55 million. Obligations to make additional investments in Midship Holdings beyond amounts contractually required.

Cheniere LNG O&M Services, LLC ("O&M Services"), our wholly owned subsidiary, provides the development, construction, operation and maintenance services associated with the Midship Project pursuant to agreements in which O&M Services receives an agreed upon fee and reimbursement of costs incurred. O&M Services recorded \$3 million of income in other—related party during theyear ended December 31, 2017 and \$2 million of accounts receivable—related party as ofDecember 31, 2017 for services provided to Midship Pipeline under these agreements. CCL has entered into transportation precedent agreements with Midship Pipeline to secure firm pipeline transportation capacity for a period of 10 years following commencement of the Midship Project.

NOTE 9-VARIABLE INTEREST ENTITIES

Cheniere Holdings

Cheniere Holdings is a limited liability company formed by us in 2013 to hold our Cheniere Partners limited partner interests. As of December 31, 2017 and 2016, we owned 82.7% and 82.6%, respectively, of Cheniere Holdings as well as the director voting share. The director voting share is the sole share entitled to vote in the election of Cheniere Holdings' board of directors and allows us to remove members of the board of directors at any time and for any reason. If we cease to own greater than 25% of the common shares of Cheniere Holdings or if we choose to relinquish the director voting share, the director voting share will be extinguished.



The board of directors makes all major operating and financial decisions on behalf of Cheniere Holdings. Because ownership of the director voting share allows us to control Cheniere Holdings, irrespective of our majority ownership interest, and the director voting share cannot be removed from our control by the other equity holders of Cheniere Holdings, we have determined that Cheniere Holdings is a variable interest entity. We consolidate Cheniere Holdings in our Consolidated Financial Statements as we have determined that we are its primary beneficiary.

Cheniere Partners

Cheniere Partners is a limited partnership formed by us in 2006 to own and operate the Sabine Pass LNG terminal and related assets. As a result of the mandatory conversion of Cheniere Partners' Class B units ("Class B units") on August 2, 2017, as of December 31, 2017, Cheniere Holdings owned a 48.6% limited partner interest in Cheniere Partners in the form of 104.5 million common units and 135.4 million subordinated units, with the remaining non-controlling interest held by Blackstone CQP Holdco LP ("Blackstone CQP Holdco") and the public. Prior to the conversion, as of December 31, 2016, Cheniere Holdings owned a 55.9% limited partner interest in Cheniere Partners in the form of 12.0 million common units, 45.3 million Class B units and 135.4 million subordinated units, with the remaining non-controlling interest held by Blackstone CQP Holdco and the public. We also own 100% of the general partner interest and the incentive distribution rights in Cheniere Partners.

Cheniere Partners GP, our wholly owned subsidiary, is the general partner of Cheniere Partners. In 2012, Cheniere Partners, Cheniere and Blackstone CQP Holdco entered into a unit purchase agreement (the "Blackstone Unit Purchase Agreement") whereby Cheniere Partners sold 100.0 million Class B units to Blackstone CQP Holdco in a private placement. The board of directors of Cheniere Partners GP was modified to include three directors appointed by Blackstone CQP Holdco, four directors appointed by us and four independent directors mutually agreed upon by Blackstone CQP Holdco and us and appointed by us. In addition, we provided Blackstone CQP Holdco with a right to maintain one board seat on our Board of Directors(our "Board"). A quorum of Cheniere Partners GP directors. Blackstone CQP Holdco will no longer be entitled to appoint by us and two independent directors. Blackstone CQP Holdco will no longer be entitled to appoint Cheniere Partners GP directors in the event that Blackstone CQP Holdco's ownership in Cheniere Partners is less than: (1) 20% of outstanding common units, subordinated units and Class B units and (2) 50.0 million Class B units.

As a result of contractual changes in the governance of Cheniere Partners GP in connection with the Blackstone Unit Purchase Agreement, we have determined that Cheniere Partners GP is a variable interest entity and that we, as the holder of the equity at risk, do not have a controlling financial interest due to the rights held by Blackstone CQP Holdco. However, we continue to consolidate Cheniere Partners as a result of Blackstone CQP Holdco's right to maintain one board seat on our Board which creates a de facto agency relationship between Blackstone CQP Holdco and us. GAAP requires that when a de facto agency relationship exists, one of the members of the de facto agency relationship must consolidate the variable interest entity based on certain criteria. As a result, we consolidate Cheniere Partners in our Consolidated Financial Statements.

NOTE 10-NON-CONTROLLING INTEREST

Cheniere Holdings was formed by us in 2013 to hold our Cheniere Partners limited partner interests. As of December 31, 2017 and 2016, we owned 82.7% and 82.6%, respectively, of Cheniere Holdings as well as the director voting share, with the remaining non-controlling interest held by the public. In December 2016, we increased our ownership percentage of Cheniere Holdings by acquiring additional publicly-owned shares of Cheniere Holdings in exchange with unregistered shares of our common stock.

Our ownership of Cheniere Partners interests is further discussed in Note 9-Variable Interest Entity.

NOTE 11—ACCRUED LIABILITIES

As of December 31, 2017 and 2016, accrued liabilities consisted of the following (in millions):

 December 31,						
2017		2016				
\$ 397	\$	273				
141		56				
490		284				
50		24				
\$ 1,078	\$	637				
\$ \$	\$ 397 141 490 50	\$ 397 \$ 141 490 50				

NOTE 12-DEBT

As of December 31, 2017 and 2016, our debt consisted of the following (in millions):

			nber 31,	
		2017		2016
ong-term debt:				
SPL				
5.625% Senior Secured Notes due 2021 ("2021 SPL Senior Notes"), net of unamortized premium of \$6 and \$7	\$	2,006	\$	2,00
6.25% Senior Secured Notes due 2022 ("2022 SPL Senior Notes")		1,000		1,00
5.625% Senior Secured Notes due 2023 ("2023 SPL Senior Notes"), net of unamortized premium of \$5 and \$6		1,505		1,50
5.75% Senior Secured Notes due 2024 ("2024 SPL Senior Notes")		2,000		2,0
5.625% Senior Secured Notes due 2025 ("2025 SPL Senior Notes")		2,000		2,0
5.875% Senior Secured Notes due 2026 ("2026 SPL Senior Notes")		1,500		1,5
5.00% Senior Secured Notes due 2027 ("2027 SPL Senior Notes")		1,500		1,5
4.200% Senior Secured Notes due 2028 ("2028 SPL Senior Notes"), net of unamortized discount of \$1 and zero		1,349		-
5.00% Senior Secured Notes due 2037 ("2037 SPL Senior Notes")		800		
2015 SPL Credit Facilities		—		3
Cheniere Partners				
5.250% Senior Notes due 2025 ("2025 CQP Senior Notes")		1,500		-
2016 CQP Credit Facilities		1,090		2,5
ССН				
7.000% Senior Secured Notes due 2024 ("2024 CCH Senior Notes")		1,250		1,2
5.875% Senior Secured Notes due 2025 ("2025 CCH Senior Notes")		1,500		1,5
5.125% Senior Secured Notes due 2027 ("2027 CCH Senior Notes")		1,500		
2015 CCH Credit Facility		2,485		2,3
CCH HoldCo II				
11.0% Convertible Senior Notes due 2025 ("2025 CCH HoldCo II Convertible Senior Notes")		1,305		1,1
Cheniere				
4.875% Convertible Unsecured Notes due 2021 ("2021 Cheniere Convertible Unsecured Notes"), net of unamortized discount of \$121 and \$146		1,040		90
4.25% Convertible Senior Notes due 2045 ("2045 Cheniere Convertible Senior Notes"), net of unamortized discount of \$314 and \$317		311		30
\$750 million Cheniere Revolving Credit Facility ("Cheniere Revolving Credit Facility")		_		-
Unamortized debt issuance costs		(305)		(2
Total long-term debt, net		25,336		21,6
urrent debt:				
\$1.2 billion SPL Working Capital Facility ("SPL Working Capital Facility")		—		22
\$350 million CCH Working Capital Facility ("CCH Working Capital Facility")		_		-
Cheniere Marketing trade finance facilities		—		
Total current debt		_		24
Total debt, net	\$	25,336	\$	21,9

Below is a schedule of future principal payments that we are obligated to make, based on current construction schedules, on our outstanding debt aDecember 31, 2017 (in millions):

Years Ending December 31,	Pri	ncipal Payments
2018	\$	—
2019		55
2020		1,035
2021		3,161
2022		3,485
Thereafter		18,330
Total	\$	26,066

Senior Notes

SPL Senior Notes

In February 2017, SPL issued an aggregate principal amount of \$800 million of the 2037 SPL Senior Notes on a private placement basis in reliance on the exemption from registration provided for under Section 4(a)(2) of the Securities Act of 1933, as amended. In March 2017, SPL issued an aggregate principal amount of \$1.35 billion, before discount, of the 2028 SPL Senior Notes. Net proceeds of the offerings of the 2037 SPL Senior Notes and the 2028 SPL Senior Notes were \$789 million and \$1.33 billion, respectively, after deducting the initial purchasers' commissions (for the 2028 SPL Senior Notes) and estimated fees and expenses. The net proceeds of the 2037 SPL Senior Notes, after provisioning for incremental interest required during construction, were used to prepay the then outstanding borrowings of \$369 million under the 2015 SPL Credit Facilities and, along with the net proceeds of the 2028 SPL Senior Notes, the remainder is being used to pay a portion of the capital costs in connection with the construction of Trains 1 through 5 of the SPL Project in lieu of the terminated portion of the commitments under the 2015 SPL Credit Facilities.

In connection with the issuance of the 2037 SPL Senior Notes and the 2028 SPL Senior Notes, SPL terminated the remaining available balance of \$1.6 billion under the 2015 SPL Credit Facilities, resulting in a write-off of debt issuance costs associated with the 2015 SPL Credit Facilities of \$42 million during the year ended December 31, 2017.

The terms of the 2021 SPL Senior Notes, 2022 SPL Senior Notes, 2023 SPL Senior Notes, 2024 SPL Senior Notes, 2025 SPL Senior Notes, 2026 SPL Senior Notes, 2027 SPL Senior Notes and 2028 SPL Senior Notes (collectively with the 2037 SPL Senior Notes, the "SPL Senior Notes") are governed by a common indenture (the "SPL Indenture") and the terms of the 2037 SPL Senior Notes are governed by a separate indenture (the "2037 SPL Senior Notes Indenture"). Both the SPL Indenture and the 2037 SPL Senior Notes Indenture contain customary terms and events of default and certain covenants that, among other things, limit SPL's ability and the ability of SPL's restricted subsidiaries to incur additional indebtedness or issue preferred stock, make certain investments or pay dividends or distributions on capital stock or subordinated indebtedness or purchase, redeem or retire capital stock, sell or transfer assets, including capital stock of SPL's restricted subsidiaries, restrict dividends or other payments by restricted subsidiaries, incur liens, enter into transactions with affiliates, dissolve, liquidate, consolidate, merge, sell or lease all or substantially all of SPL's assets and enter into certain LNG sales contracts. Subject to permitted liens, the SPL Senior Notes are secured on a *pari passu* first-priority basis by a security interest in all of the membership interests in SPL and substantially all of SPL's assets. SPL may not make any distributions until, among other requirements, deposits are made into debt service reserve accounts as required and a debt service coverage ratio test of 1.25:1.00 is satisfied. Semi-annual principal payments for the 2037 SPL Senior Notes are due on March 15 and September 15 of each year beginning September 15, 2025. Interest on the SPL Senior Notes is payable semi-annually in arrears.

At any time prior to three months before the respective dates of maturity for each series of the SPL Senior Notes (except for the 2026 SPL Senior Notes, 2027 SPL Senior Notes, 2027 SPL Senior Notes, 2028 SPL Senior Notes and 2037 SPL Senior Notes, in which case the time period issix months before the respective dates of maturity), SPL may redeem all or part of such series of the SPL Senior Notes at a redemption price equal to the "make-whole" price (except for the2037 SPL Senior Notes, in which case the redemption price is equal to the "optional redemption" price) set forth in the respective indentures governing the SPL Senior Notes, plus accrued and unpaid interest, if any, to the date of redemption. SPL may also, at any time within three months of the respective maturity dates for each series of the SPL Senior Notes (except for the 2026 SPL Senior Notes, 2027 SPL Senior Notes, 2027 SPL Senior Notes, 2028 SPL Senior Notes and 2037 SPL Senior Notes, in which case the time period is withinsix months of the respective dates of maturity),



redeem all or part of such series of the SPL Senior Notes at a redemption price equal to 100% of the principal amount of such series of the SPL Senior Notes to be redeemed, plus accrued and unpaid interest, if any, to the date of redemption.

2025 CQP Senior Notes

In September 2017, Cheniere Partners issued an aggregate principal amount of \$1.5 billion of the 2025 CQP Senior Notes, which are jointly and severally guaranteed by each of Cheniere Partners' subsidiaries other than SPL and, subject to certain conditions governing the release of its guarantee, Sabine Pass LNG-LP, LLC (collectively, the "CQP Guarantors"). Net proceeds of the offering of approximately \$1.5 billion, after deducting the initial purchasers' commissions and estimated fees and expenses, were used to prepay a portion of the outstanding indebtedness under the 2016 CQP Credit Facilities, resulting in a write-off of debt issuance costs associated with the2016 CQP Credit Facilities of \$25 million during the year ended December 31, 2017.

Borrowings under the 2025 CQP Senior Notes accrue interest at a fixed rate of 5.250%, and interest on the 2025 CQP Senior Notes is payable semi-annually in arrears. The 2025 CQP Senior Notes are governed by an indenture (the "CQP Indenture"), which contains customary terms and events of default and certain covenants that, among other things, limit the ability of Cheniere Partners and the CQP Guarantors to incur liens and sell assets, enter into transactions with affiliates, enter into sale-leaseback transactions and consolidate, merge or sell, lease or otherwise dispose of all or substantially all of the applicable entity's properties or assets.

At any time prior to October 1, 2020, Cheniere Partners may redeem all or a part of the2025 CQP Senior Notes at a redemption price equal to 100% of the aggregate principal amount of the 2025 CQP Senior Notes redeemed, plus the "applicable premium" set forth in theCQP Indenture, plus accrued and unpaid interest, if any, to the date of redemption. In addition, at any time prior to October 1, 2020, Cheniere Partners may redeem up to 35% of the aggregate principal amount of the 2025 CQP Senior Notes with an amount of cash not greater than the net cash proceeds from certain equity offerings at a redemption price equal to 105.250% of the aggregate principal amount of the 2025 CQP Senior Notes, if any, to the date of redemption. Cheniere Partners also may at any time on or after October 1, 2020 through the maturity date of October 1, 2025, redeem the 2025 CQP Senior Notes, in whole or in part, at the redemption prices set forth in theCQP Indenture.

The 2025 CQP Senior Notes are Cheniere Partners' senior obligations, ranking equally in right of payment with Cheniere Partners' other existing and future unsubordinated debt and senior to any of its future subordinated debt. The 2025 CQP Senior Notes will be secured alongside the 2016 CQP Credit Facilities on a first-priority basis (subject to permitted encumbrances) with liens on (1) substantially all the existing and future tangible and intangible assets and rights of Cheniere Partners and the CQP Guarantors and equity interests in the CQP Guarantors (except, in each case, for certain excluded properties set forth in the2016 CQP Credit Facilities) and (2) substantially all of the real property of SPLNG (except for excluded properties referenced in the 2016 CQP Credit Facilities). The liens securing the 2025 CQP Senior Notes would be released if (1) the aggregate principal amount of all indebtedness then outstanding under the term loans under the 2016 CQP Credit Facilities secured by such liens does not exceed \$1.0 billion and (2) the aggregate amount of Cheniere Partners' secured indebtedness and the secured indebtedness of the CQP Guarantors (other than the 2025 CQP Senior Notes or any other series of notes issued under the CQP Indenture) outstanding at any one time, together with all Attributable Indebtedness (as defined in theCQP Indenture) from sale-leaseback transactions (subject to certain exceptions), does not exceed the greater of (1) \$1.5 billion and (2) 10% of net tangible assets. Upon the release of the liens securing the 2025 CQP Senior Notes, the limitation on liens covenant under the CQP Indenture will continue to govern the incurrence of liens by Cheniere Partners and the CQP Guarantors.

In connection with the closing of the sale of the 2025 CQP Senior Notes, Cheniere Partners and the CQP Guarantors entered into a registration rights agreement (the "CQP Registration Rights Agreement"). Under the CQP Registration Rights Agreement, Cheniere Partners and the CQP Guarantors have agreed to use commercially reasonable efforts to file with the SEC and cause to become effective a registration statement relating to an offer to exchange any and all of the 2025 CQP Senior Notes for a like aggregate principal amount of debt securities of Cheniere Partners with terms identical in all material respects to the 2025 CQP Senior Notes sought to be exchanged (other than with respect to restrictions on transfer or to any increase in annual interest rate), within 360 days after September 18, 2017. Under specified circumstances, Cheniere Partners and the CQP Guarantors have also agreed to use commercially reasonable efforts to cause to become effective a shelf registration statement relating to resales of the2025 CQP Senior Notes. Cheniere Partners will be obligated to pay additional interest on the 2025 CQP Senior Notes if it fails to comply with its obligation to register the2025 CQP Senior Notes within the specified time period.

CCH Senior Notes

In May 2017, CCH issued an aggregate principal amount of \$1.5 billion of the 2027 CCH Senior Notes. Net proceeds of the offering of approximately \$1.4 billion, after deducting commissions, fees and expenses and provisioning for incremental interest required under the 2027 CCH Senior Notes during construction, were used to prepay a portion of the outstanding borrowings under the 2015 CCH Credit Facility, resulting in a write-off of debt issuance costs associated with the2015 CCH Credit Facility of \$33 million during the year ended December 31, 2017. Borrowings under the 2027 CCH Senior Notes accrue interest at a fixed rate of 5.125%.

The 2024 CCH Senior Notes, 2025 CCH Senior Notes and 2027 CCH Senior Notes (collectively, the "CCH Senior Notes") are jointly and severally guaranteed by CCH's subsidiaries, CCL, CCP and Corpus Christi Pipeline GP, LLC (the "CCH Guarantors"). The indenture governing the CCH Senior Notes (the "CCH Indenture") contains customary terms and events of default and certain covenants that, among other things, limit CCH's ability and the ability of CCH's restricted subsidiaries to: incur additional indebtedness or issue preferred stock; make certain investments or pay dividends or distributions on membership interests or subordinated indebtedness or other payments by restricted subsidiaries to CCH or any of CCH's restricted subsidiaries; incur liens; enter into transactions with affiliates; dissolve, liquidate, consolidate, merge, sell or lease all or substantially all of its properties and assets. Interest on the CCH Senior Notes is payable semi-annually in arrears.

At any time prior to six months before the respective dates of maturity for each series of the CCH Senior Notes, CCH may redeem all or part of such series of the CCH Senior Notes at a redemption price equal to the "make-whole" price set forth in the CCH Indenture, plus accrued and unpaid interest, if any, to the date of redemption. CCH also may at any time within six months of the respective dates of maturity for each series of the CCH Senior Notes, redeem all or part of such series of the CCH Senior Notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the CCH Senior Notes to be redeemed, plus accrued and unpaid interest, if any, to the date of redemption.

Credit Facilities

Below is a summary of our credit facilities outstanding as of December 31, 2017 (in millions):

		king Capital cility	2016 CQF	Credit Facilities	2015 CC	H Credit Facility		orking Capital Facility		ere Revolving edit Facility
Original facility size	\$	1,200	\$	2,800	\$	8,404	\$	350	\$	750
Less:										
Outstanding balance				1,090		2,485		_		_
Commitments prepaid or terminated		_		1,470		3,832		_		_
Letters of credit issued		730		20		—		164		—
Available commitment	\$	470	\$	220	\$	2,087	\$	186	\$	750
Interest rate		s 1.75% or base us 0.75%		lus 2.25% or base lus 1.25% (1)		olus 2.25% or base plus 1.25% (2)	or base ra	us 1.50% - 2.00% ate plus 0.50% - 1.00%		lus 3.25% or base plus 2.25%
Maturity date	variou	31, 2020, with s terms for ying loans	principa quarterly	y 25, 2020, with al payments due commencing on ch 31, 2019	Earlier of May 13, 2022 or second anniversary of CCL Trains 1 and 2 completion date		vario	r 14, 2021, with us terms for lying loans	Ма	rch 2, 2021

(1) There is a 0.50% step-up for both LIBOR and base rate loans beginning on February 25, 2019.

(2) There is a 0.25% step-up for both LIBOR and base rate loans following the completion of Trains 1 and 2 of the CCL Project as defined in the common terms agreement.

SPL Working Capital Facility

In September 2015, SPL entered into the SPL Working Capital Facility, which is intended to be used for loans to SPL("SPL Working Capital Loans"), the issuance of letters of credit on behalf of SPL, as well as for swing line loans to SPL ("SPL Swing Line Loans"), primarily for certain working capital requirements related to developing and placing into operation the SPL Project. SPL may, from time to time, request increases in the commitments under the SPL Working Capital Facility of up to \$760 million and, upon the completion of the debt financing of Train 6 of the SPL Project, request an incremental increase in commitments of up to an additional\$390 million.

Loans under the SPL Working Capital Facility accrue interest at a variable rate per annum equal to LIBOR or the base rate (equal to the highest of the senior facility agent's published prime rate, the federal funds effective rate, as published by the Federal Reserve Bank of New York, plus 0.50% and one month LIBOR plus 0.50%), plus the applicable margin. The applicable margin for LIBOR loans under the SPL Working Capital Facility is 1.75% per annum, and the applicable margin for base rate loans under the SPL Working Capital Facility is 0.75% per annum. Interest on SPL Swing Line Loans and loans deemed made in connection with a draw upon a letter of credit ("SPL LC Loans") is due and payable on the date the loan becomes due. Interest on LIBOR loans is due and payable at the end of each fiscal quarter. However, if such base rate loan is converted into a LIBOR loan, interest is due and payable on that date. Additionally, if the loans become due prior to such periods, the interest also becomes due on that date.

SPL pays (1) a commitment fee equal to an annual rate of 0.70% on the average daily amount of the excess of the total commitment amount over the principal amount outstanding without giving effect to any outstanding SPL Swing Line Loans and (2) a letter of credit fee equal to an annual rate of 1.75% of the undrawn portion of all letters of credit issued under the SPL Working Capital Facility. If draws are made upon a letter of credit issued under the SPL Working Capital Facility. If draws are made upon a letter of credit issued under the SPL Working Capital Facility. If draws are made upon a letter of pay the full amount of the SPL LC Draw on or prior to the business day following the notice of the SPL LC Draw. An SPL LC Draw accrues interest at an annual rate of 2.0% plus the base rate. As of December 31, 2017, no SPL LC Draws had been made upon any letters of credit issued under the SPL Working Capital Facility.

The SPL Working Capital Facility matures on December 31, 2020, and the outstanding balance may be repaid, in whole or in part, at any time without premium or penalty upon three business days' notice. SPL LC Loans have a term of up to one year. SPL Swing Line Loans terminate upon the earliest of (1) the maturity date or earlier termination of the SPL Working Capital Facility, (2) the date 15 days after such SPL Swing Line Loan is made and (3) the first borrowing date for a SPL Working Capital Loan or SPL Swing Line Loan occurring at least three business days following the date the SPL Swing Line Loan is made. SPL is required to reduce the aggregate outstanding principal amount of all SPL Working Capital Loans to zero for a period of five consecutive business days at least once each year.

The SPL Working Capital Facility contains conditions precedent for extensions of credit, as well as customary affirmative and negative covenants. The obligations of SPL under the SPL Working Capital Facility are secured by substantially all of the assets of SPL as well as all of the membership interests in SPL on *apari passu* basis with the SPL Senior Notes.

2016 CQP Credit Facilities

In February 2016, Cheniere Partners entered into the 2016 CQP Credit Facilities. The 2016 CQP Credit Facilities consist of: (1) a \$450 million CTPL tranche term loan that was used to prepay the \$400 million term loan facility (the "CTPL Term Loan") in February 2016, (2) an approximately \$2.1 billion SPLNG tranche term loan that was used to repay and redeem the approximately \$2.1 billion of the senior notes previously issued by SPLNG in November 2016, (3) a \$125 million debt service reserve credit facility (the "DSR Facility") that may be used to satisfy a six-month debt service reserve requirement and (4) a \$115 million revolving credit facility that may be used for general business purposes. In September 2017, Cheniere Partners issued the 2025 CQP Senior Notes and the net proceeds of the issuance were used to prepay\$1.5 billion of the outstanding indebtedness under the 2016 CQP Credit Facilities.

The 2016 CQP Credit Facilities accrue interest at a variable rate per annum equal toLIBOR or the base rate (equal to the highest of the prime rate, the federal funds effective rate, as published by the Federal Reserve Bank of New York, plus 0.50% and adjusted one month LIBOR plus 1.0%), plus the applicable margin. The applicable margin for LIBOR loans is 2.25% per annum, and the applicable margin for base rate loans is 1.25% per annum, in each case with a 0.50% step-up beginning on February 25, 2019. Interest on LIBOR loans is due and payable at the end of each applicable LIBOR period (and at the end of every three

month period within the LIBOR period, if any), and interest on base rate loans is due and payable at the end of each calendar quarter.

Cheniere Partners pays a commitment fee equal to an annual rate of 40% of the margin for LIBOR loans multiplied by the average daily amount of the undrawn commitment, payable quarterly in arrears. The DSR Facility and the revolving credit facility are both available for the issuance of letters of credit, which incur a fee equal to an annual rate of 2.25% of the undrawn portion with a 0.50% step-up beginning on February 25, 2019.

The 2016 CQP Credit Facilities mature on February 25, 2020, with principal payments due quarterly commencing on March 31, 2019. The outstanding balance may be repaid, in whole or in part, at any time without premium or penalty, except for interest hedging and interest rate breakage costs. The 2016 CQP Credit Facilities contain conditions precedent for extensions of credit, as well as customary affirmative and negative covenants and limit Cheniere Partners' ability to make restricted payments, including distributions, to once per fiscal quarter as long as certain conditions are satisfied. Under the 2016 CQP Credit Facilities, Cheniere Partners is required to hedge not less than 50% of the variable interest rate exposure on its projected aggregate outstanding balance, maintain a minimum debt service coverage ratio of at least1.15x at the end of each fiscal quarter beginning March 31, 2019 and have a projected debt service coverage ratio of 1.55x in order to incur additional indebtedness to refinance a portion of the existing obligations.

The 2016 CQP Credit Facilities are unconditionally guaranteed by each subsidiary of Cheniere Partners other than (1) SPL and (2) certain subsidiaries of Cheniere Partners owning other development projects, as well as certain other specified subsidiaries and members of the foregoing entities.

2015 CCH Credit Facility

In May 2015, CCH entered into the 2015 CCH Credit Facility, which is being used to fund a portion of the costs associated with the development, construction, operation and maintenance of Stage 1 of the CCL Project. Borrowings under the 2015 CCH Credit Facility may be refinanced, in whole or in part, at any time without premium or penalty; however, interest rate hedging and interest rate breakage costs may be incurred.

The principal of the loans made under the 2015 CCH Credit Facility must be repaid in quarterly installments, commencing on the earlier of (1) the first quarterly payment date occurring more than three calendar months following project completion and (2) a set date determined by reference to the date under which a certain LNG buyer linked to Train 2 of the CCL Project is entitled to terminate its SPA for failure to achieve the date of first commercial delivery for that agreement. Scheduled repayments will be based upon a 19-year tailored amortization, commencing the first full quarter after the project completion and designed to achieve a minimum projected fixed debt service coverage ratio of 1.55:1.

Loans under the 2015 CCH Credit Facility accrue interest at a variable rate per annum equal to, at CCH's election, LIBOR or the base rate, plus the applicable margin. The applicable margins for LIBOR loans are 2.25% prior to completion of Trains 1 and 2 of the CCL Project and 2.50% on completion and thereafter. The applicable margins for base rate loans are 1.25% prior to completion of Trains 1 and 2 of the CCL Project and 1.50% on completion and thereafter. The applicable margins is due and payable at the end of each applicable interest period and interest on base rate loans is due and payable at the end of each quarter. The 2015 CCH Credit Facility also requires CCH to pay a commitment fee at a rate per annum equal to 40% of the margin for LIBOR loans, multiplied by the outstanding undrawn debt commitments.

The obligations of CCH under the 2015 CCH Credit Facility are secured by a first priority lien on substantially all of the assets of CCH and its subsidiaries and by a pledge by CCH HoldCo I of its limited liability company interests in CCH.

Under the 2015 CCH Credit Facility, CCH is required to hedge not less than 65% of the variable interest rate exposure of its senior secured debt. CCH is restricted from making distributions under agreements governing its indebtedness generally until, among other requirements, the completion of the construction of Trains 1 and 2 of the CCL Project, funding of a debt service reserve account equal tosix months of debt service and achieving a historical debt service coverage ratio and fixed projected debt service coverage ratio of at least 1.25:1.00.

CCH Working Capital Facility

In December 2016, CCH entered into the \$350 million CCH Working Capital Facility, which is intended to be used for loans to CCH("CCH Working Capital Loans"), the issuance of letters of credit on behalf of CCH, as well as for swing line loans to CCH ("CCH Swing Line Loans") for certain working capital requirements related to developing and placing into operation the CCL Project. Loans under the CCH Working Capital Facility are guaranteed by the CCH Guarantors. CCH may, from time to time, request increases in the commitments under the CCH Working Capital Facility of up to the maximum allowed under the Common Terms Agreement that was entered into concurrently with the 2015 CCH Credit Facility.

Loans under the CCH Working Capital Facility, including CCH Working Capital Loans, CCH Swing Line Loans and loans made in connection with a draw upon any letter of credit ("CCH LC Loans" and collectively, the "Revolving Loans") accrue interest at a variable rate per annum equal to LIBOR or the base rate (equal to the highest of (1) the federal funds rate, plus 0.50%, (2) the prime rate and (3) one month LIBOR plus0.50%), plus the applicable margin. The applicable margin for LIBOR Revolving Loans ranges from 1.50% to 2.00% per annum, and the applicable margin for base rate Revolving Loans ranges from 0.50% to 1.00% per annum. Interest on CCH Working Capital Loans, CCH Swing Line Loans and CCH LC Loans is due and payable on the date the loan becomes due. Interest on LIBOR Revolving Loans is due and payable at the end of each LIBOR period, and interest on base rate Revolving Loans is due and payable at the end of each quarter.

CCH pays (1) a commitment fee equal to an annual rate of 40% of the applicable margin for LIBOR Revolving Loans on the average daily amount of the excess of the total commitment amount over the principal amount outstanding without giving effect to any outstanding CCH Swing Line Loans, (2) a letter of credit fee equal to an annual rate equal to the applicable margin for LIBOR Revolving Loans on the undrawn portion of all letters of credit issued under the CCH Working Capital Facility and (3) a letter of credit fronting fee equal to an annual rate of 0.20% of the undrawn portion of all letters of credit. Each of these fees is payable quarterly in arrears.

If draws are made upon a letter of credit issued under the CCH Working Capital Facility and CCH does not elect for such draw (a "CCH LC Draw") to be deemed a CCH LC Loan, CCH is required to pay the full amount of the CCH LC Draw on or prior to the business day following the notice of the CCH LC Draw. A CCH LC Draw accrues interest at an annual rate of 2.00% plus the base rate.

The CCH Working Capital Facility matures on December 14, 2021, and CCH may prepay the Revolving Loans at any time without premium or penalty uporthree business days' notice and may re-borrow at any time. CCH LC Loans have a term of up to one year. CCH Swing Line Loans terminate upon the earliest of (1) the maturity date or earlier termination of the CCH Working Capital Facility, (2) the date that is 15 days after such CCH Swing Line Loan is made and (3) the first borrowing date for a CCH Working Capital Loan or CCH Swing Line Loan occurring at least four business days following the date the CCH Swing Line Loan is made. CCH is required to reduce the aggregate outstanding principal amount of all CCH Working Capital Loans to zero for a period of five consecutive business days at least once each year.

The CCH Working Capital Facility contains conditions precedent for extensions of credit, as well as customary affirmative and negative covenants. The obligations of CCH under the CCH Working Capital Facility are secured by substantially all of the assets of CCH and the CCH Guarantors as well as all of the membership interests in CCH and each of the CCH Guarantors on a *pari passu* basis with the CCH Senior Notes and the 2015 CCH Credit Facility.

Cheniere Revolving Credit Facility

In March 2017, we entered into the Cheniere Revolving Credit Facility that may be used to fund, through loans and letters of credit, equity capital contributions to CCH HoldCo II and its subsidiaries for the development of the CCL Project and, provided that certain conditions are met, for general corporate purposes. No advances or letters of credit under the Cheniere Revolving Credit Facility were available until either (1) Cheniere's unrestricted cash and cash equivalents are less than\$500 million or (2) Train 4 of the SPL Project has achieved substantial completion. We incurred \$16 million of debt issuance costs related to the Cheniere Revolving Credit Facility during the year ended December 31, 2017.

Loans under the Cheniere Revolving Credit Facility accrue interest at a variable rate per annum equal to LIBOR or the base rate (equal to the highest of (1) the prime rate, (2) the federal funds rate plus 0.50% and (3) one month LIBOR plus 1.00%), plus the applicable margin. The applicable margin for LIBOR loans is 3.25% per annum, and the applicable margin for base rate loans is 2.25% per annum. Interest on LIBOR loans is due and payable at the end of each LIBOR period, and interest on base rate loans

is due and payable at the end of each calendar quarter. We will also pay (1) a commitment fee on the average daily amount of undrawn commitments at an annual rate of 0.75%, payable quarterly in arrears and (2) a letter of credit fee at an annual rate equal to the applicable margin for LIBOR loans on the undrawn portion of all letters of credit issued under the Cheniere Revolving Credit Facility. Draws on any letters of credit will accrue interest at an annual rate equal to the base rate plus 2.0%.

The Cheniere Revolving Credit Facility matures on March 2, 2021 and contains representations, warranties and affirmative and negative covenants customary for companies like Cheniere with lenders of the type participating in the Cheniere Revolving Credit Facility that limit our ability to make restricted payments, including distributions, unless certain conditions are satisfied, as well as limitations on indebtedness, guarantees, hedging, liens, investments and affiliate transactions. Under the Cheniere Revolving Credit Facility, we are required to ensure that the sum of our unrestricted cash and the amount of undrawn commitments under the Cheniere Revolving Credit Facility is at least equal to the lesser of (1)20% of the commitments under the Cheniere Revolving Credit Facility and (2) \$100 million.

The Cheniere Revolving Credit Facility is secured by a first priority security interest (subject to permitted liens and other customary exceptions) in substantially all of our assets, including our interests in our direct subsidiaries (excluding CCH HoldCo II).

Convertible Notes

Below is a summary of our convertible notes outstanding as ofDecember 31, 2017 (in millions):

	 2021 Cheniere Convertible Unsecured Notes		2025 CCH HoldCo II Convertible Senior Notes		045 Cheniere Convertible Senior Notes
Aggregate original principal	\$ 1,000	\$	1,000	\$	625
Debt component, net of discount	\$ 1,040	\$	1,305	\$	311
Equity component	\$ 206	\$	—	\$	194
Maturity date	May 28, 2021		March 1, 2025		March 15, 2045
Contractual interest rate	4.875%		11.0%		4.25 %
Effective interest rate (1)	8.3%		11.9%		9.4%
Remaining debt discount and debt issuance costs amortization period (2)	3.4 years		2.8 years		27.2 years

(1) Rate to accrete the discounted carrying value of the convertible notes to the face value over the remaining amortization period.

(2) We amortize any debt discount and debt issuance costs using the effective interest over the period through contractual maturity except for the 2025 CCH HoldCo II Convertible Senior Notes, which are amortized through the date they are first convertible by holders into our common stock.

2021 Cheniere Convertible Unsecured Notes

In November 2014, we issued the 2021 Cheniere Convertible Unsecured Notes on a private placement basis in reliance on the exemption from registration provided for under section 4(a)(2) of the Securities Act and Regulation S promulgated thereunder. The 2021 Cheniere Convertible Unsecured Notes accrue interest at a rate of 4.875% per annum, which is payable in kind semi-annually in arrears by increasing the principal amount of the 2021 Cheniere Convertible Unsecured Notes outstanding. Beginning one year after the closing date, the 2021 Cheniere Convertible Unsecured Notes will be convertible at the option of the holder into our common stock at the then applicable conversion rate, provided that the closing price of our common stock is greater than or equal to the conversion price on the conversion date. The initial conversion price was \$93.64 and is subject to adjustment upon the occurrence of certain specified events. We have the option to satisfy the conversion obligation with cash, common stock or a combination thereof.

Under GAAP, certain convertible debt instruments that may be settled in cash upon conversion are required to be separately accounted for as liability (debt) and equity (conversion option) components of the instrument in a manner that reflects the issuer's non-convertible debt borrowing rate. We determined that the fair value of the debt component was \$809 million and the residual value of the equity component was \$191 million as of the issuance date. As of December 31, 2017 and 2016, the carrying value of the equity component was \$206 million and \$205 million, respectively. The debt component is accreted to the total principal amount due at maturity by amortizing the debt discount. The effective rate of interest to amortize the debt discount was

approximately 8.3% as of both December 31, 2017 and 2016. As of December 31, 2017, the if-converted value of the 2021 Cheniere Convertible Unsecured Notes did not exceed the principal balance.

2025 CCH HoldCo II Convertible Senior Notes

In May 2015, CCH HoldCo II issued the 2025 CCH HoldCo II Convertible Senior Notes on a private placement basis in reliance on the exemption from registration provided for under section 4(a)(2) of the Securities Act. The 2025 CCH HoldCo II Convertible Senior Notes were issued pursuant to the amended and restated note purchase agreement entered into among CCH HoldCo II, EIG Management Company, LLC, The Bank of New York Mellon, us and the note purchasers. The \$1.0 billion principal of the 2025 CCH HoldCo II Convertible Senior Notes will be used to partially fund costs associated with Stage 1 of the CCL Project. The 2025 CCH HoldCo II Convertible Senior Notes bear interest at a rate of 11.0% per annum, which is payable quarterly in arrears. Prior to the substantial completion of Train 2 of the CCL Project, interest on the 2025 CCH HoldCo II Convertible Senior Notes will be paid entirely in kind. Following this date, the interest generally must be paid in cash; however, a portion of the interest may be paid in kind under certain specified circumstances. The 2025 CCH HoldCo II Convertible Senior Notes are secured by a pledge by us of 100% of the equity interests in CCH HoldCo I. HoldCo I.

At CCH HoldCo II's option, the outstanding 2025 CCH HoldCo II Convertible Senior Notes are convertible into our common stock, provided the total market capitalization of Cheniere at that time is not less than \$10.0 billion, on or after the later of (1)58 months from May 1, 2015 and (2) the substantial completion of Train 2 of the CCL Project (the "Eligible Conversion Date"). The conversion price for 2025 CCH HoldCo II Convertible Senior Notes converted at CCH HoldCo II's option is the lower of (1) a 10% discount to the average of the daily volume-weighted average price ("VWAP") of our common stock for the 00 trading day period prior to the date on which notice of conversion is provided and (2) a 10% discount to the closing price of our common stock on the trading day preceding the date on which notice of conversion is provided. At the option of the holders, the 2025 CCH HoldCo II Convertible Senior Notes are convertible on or after the six-month anniversary of the Eligible Conversion Date, provided the total market capitalization of Cheniere at that time is not less than \$10.0 billion, at a conversion price equal to the average of the daily VWAP of our common stock for the 00 trading day period prior to the date on which notice of conversion is provided. Conversions are also subject to various limitations and conditions.

CCH HoldCo II is restricted from making distributions to Cheniere under agreements governing its indebtedness generally until, among other requirements, Trains 1 and 2 of the CCL Project are in commercial operation and a historical debt service coverage ratio and a projected fixed debt services coverage ratio of 1.20:1.00 are achieved.

2045 Cheniere Convertible Senior Notes

In March 2015, we issued the 2045 Cheniere Convertible Senior Notes to certain investors through a registered direct offering. The 2045 Cheniere Convertible Senior Notes were issued with an original issue discount of 20% and accrue interest at a rate of 4.25% per annum, which is payable semi-annually in arrears. We have the right, at our option, at any time after March 15, 2020, to redeem all or any part of the 2045 Cheniere Convertible Senior Notes at a redemption price payable in cash equal to the accreted amount of the 2045 Cheniere Convertible Senior Notes to be redeemed, plus accrued and unpaid interest, if any, to such redemption date. The conversion rate will initially equal 7.2265 shares of our common stock per \$1,000 principal amount of the 2045 Cheniere Convertible Senior Notes, which corresponds to an initial conversion price of approximately \$138.38 per share of our common stock. The conversion rate is subject to adjustment upon the occurrence of certain specified events. We have the option to satisfy the conversion obligation with cash, common stock or a combination thereof.

We determined that the fair value of the debt component of the 2045 Cheniere Convertible Senior Notes was \$104 million and the residual value of the equity component was \$196 million as of the issuance date, excluding debt issuance costs. As of both December 31, 2017 and 2016, the carrying value of the equity component, net of debt issuance costs, was \$194 million. The debt component is accreted to the total principal amount due at maturity by amortizing the debt discount. The effective rate of interest to amortize the debt discount was approximately 9.4% as of both December 31, 2017 and 2016. As of December 31, 2017, the if-converted value of the 2045 Cheniere Convertible Senior Notes did not exceed the principal balance.

Restrictive Debt Covenants

As of December 31, 2017, each of our issuers was in compliance with all covenants related to their respective debt agreements.

Interest Expense

Total interest expense, including interest expense related to our convertible notes, consisted of the following (in millions):

	Year Ended December 31,						
	2017		2016			2015	
Interest cost on convertible notes:							
Interest per contractual rate	\$	219	\$	202	\$	146	
Amortization of debt discount		29		31		28	
Amortization of debt issuance costs		7		5		3	
Total interest cost related to convertible notes		255		238		177	
Interest cost on debt excluding convertible notes		1,271		1,063		820	
Total interest cost		1,526		1,301		997	
Capitalized interest		(779)		(813)		(675)	
Total interest expense, net	\$	747	\$	488	\$	322	

Fair Value Disclosures

The following table shows the carrying amount and estimated fair value of our debt (in millions):

	December 31, 2017				December 31, 2016		
	Carrying Amount		Estimated Fair Value		Carrying Amount		Estimated Fair Value
Senior notes, net of premium or discount (1)	\$ 18,610	\$	20,075	\$	14,263	\$	15,210
2037 SPL Senior Notes (2)	800		871		_		_
Credit facilities (3)	3,575		3,575		5,502		5,502
2021 Cheniere Convertible Unsecured Notes, net of discount (2)	1,040		1,136		960		983
2025 CCH HoldCo II Convertible Senior Notes (2)	1,305		1,535		1,171		1,328
2045 Cheniere Convertible Senior Notes, net of discount (4)	311		447		308		375

(1) Includes 2021 SPL Senior Notes, 2022 SPL Senior Notes, 2023 SPL Senior Notes, 2024 SPL Senior Notes, 2025 SPL Senior Notes, 2026 SPL Senior Notes, 2027 SPL Senior Notes, 2028 SPL Senior Notes, 2025 CQP Senior Notes, 2024 CCH Senior Notes, 2025 CCH Senior Notes and 2027 CCH Senior Notes. The Level 2 estimated fair value was based on quotes obtained from broker-dealers or market makers of these senior notes and other similar instruments.

(2) The Level 3 estimated fair value was calculated based on inputs that are observable in the market or that could be derived from, or corroborated with, observable market data, including our stock price and interest rates based on debt issued by parties with comparable credit ratings to us and inputs that are not observable in the market.

- (3) Includes 2015 SPL Credit Facilities, SPL Working Capital Facility, 2016 CQP Credit Facilities, 2015 CCH Credit Facility, CCH Working Capital Facility, Cheniere Revolving Credit Facility and Cheniere Marketing trade finance facilities. The Level 3 estimated fair value approximates the principal amount because the interest rates are variable and reflective of market rates and the debt may be repaid, in full or in part, at any time without penalty.
- (4) The Level 1 estimated fair value was based on unadjusted quoted prices in active markets for identical liabilities that we had the ability to access at the measurement date.

NOTE 13—RESTRUCTURING EXPENSE

During 2015 and 2016, we initiated and implemented certain organizational changes to simplify our corporate structure, improve our operational efficiencies and implement a strategy for sustainable, long-term stockholder value creation through financially disciplined development, construction, operation and investment. These organizational initiatives were completed as of the first quarter of 2017. As a result of these efforts, we recorded \$6 million, \$61 million and \$61 million during the years ended December 31, 2017, 2016 and 2015, respectively, of restructuring charges and other costs associated with restructuring and operational efficiency initiatives for which the majority of these charges required cash expenditure. Included in these amounts were \$3 million, \$47 million and \$58 million for share-based compensation during the years ended December 31, 2017, 2016 and



2015, respectively. All charges were recorded within the line item entitled "restructuring expense" on our Consolidated Statements of Operations and substantially all related to severance and other employee-related costs. As of December 31, 2016, we had \$6 million of accrued restructuring charges and other costs that were recorded as part of accrued liabilities on our Consolidated Balance Sheets.

NOTE 14—INCOME TAXES

Income tax benefit (provision) included in our reported net loss consisted of the following (in millions):

		Year Ended December 31,	
	2017	2016	2015
Current:			
Federal	\$ 	\$ —	\$
State	—	—	_
Foreign	(6)	—	(2)
Total current	 (6)	_	(2)
rred:			
Federal	—	—	_
State	—	—	_
Foreign	3	(2)	2
Total deferred	 3	(2)	2
income tax provision	\$ (3)	\$ (2)	\$ —

The reconciliation of the federal statutory income tax rate to our effective income tax rate is as follows:

	Year Ended December 31,				
	2017	2016	2015		
U.S. federal statutory tax rate	35.0 %	35.0 %	35.0 %		
Non-controlling interest	2.9 %	(2.1)%	(2.3)%		
State tax rate	(0.2)%	1.8 %	1.9 %		
U.S. tax reform rate change	71.4 %	— %	%		
Share-based compensation	(6.2)%	— %	— %		
Nondeductible interest expense	8.5 %	(6.6)%	(2.6)%		
Other	(1.2)%	(0.9)%	(1.8)%		
Valuation allowance					
	(109.7)%	(27.5)%	(30.1)%		
Effective tax rate	0.5 %	(0.3)%	0.1 %		

Significant components of our deferred tax assets and liabilities atDecember 31, 2017 and 2016 are as follows (millions):

	December 31,	
	 2017	2016
Deferred tax assets		
Net operating loss carryforwards and credits		
Federal and foreign	\$ 960 \$	1,060
State	188	183
Deferred gain	46	77
Share-based compensation expense	16	53
Derivative instruments	15	47
Long-term debt	16	18
Other	30	13
Less: valuation allowance	(806)	(1,252)
Total deferred tax assets	 465	199
Deferred tax liabilities		
Investment in limited partnership	(391)	(76)
Convertible debt	(65)	(118)
Property, plant and equipment	(6)	(5)
Total deferred tax liabilities	 (462)	(199)
Net deferred tax assets	\$ 3 \$	

The federal deferred tax assets presented above do not include the state tax benefits as our net deferred state tax assets are offset with a full valuation allowance.

Effective January 1, 2017, we adopted ASU 2016-09 which requires excess tax benefits or deficiencies for share-based payments to be recognized as income tax expense or benefit in the period shares vest rather than within equity. The adoption of ASU 2016-09 may result in future volatility of our income tax expense (as the future tax effects of share-based awards will be dependent on the price of our common stock at the time of settlement). Excess tax benefits reduced our effective tax rate by 6.2% for the period ending December 31, 2017.

On December 22, 2017, the U.S. government enacted comprehensive tax legislation (Tax Cuts and Jobs Act), which reduced the top U.S. corporate income tax rate from 35% to 21%. As a result of the legislation, we remeasured our December 31, 2017 U.S. deferred tax assets and liabilities. The result of the remeasurement was a \$404 million reduction to our U.S. net deferred tax assets and represents a 71.4% increase to our effective tax rate. A corresponding change, reducing the effective tax rate, was recorded to the valuation allowance, and therefore there was no impact to current period income tax expense.

At December 31, 2017, we had federal and state net operating loss ("NOL") carryforwards of approximately \$4.7 billion and \$2.3 billion, respectively. These NOL carryforwards will expire between 2021 and 2037. At December 31, 2017, we had federal and state tax credit carryforwards of \$18 million and \$4 million, respectively. These tax credit carryforwards expire between 2027 and 2036.

Due to historical losses and other available evidence related to our ability to generate taxable income, we have established a valuation allowance to fully offset our federal and state net deferred tax assets as of December 31, 2017 and 2016. We will continue to evaluate the realizability of our deferred tax assets in the future. As a result of increased profitability in the U.K., we released the \$9 million U.K. valuation allowance during 2017. The decrease in the valuation allowance was \$446 million for the year ended December 31, 2017.

Changes in the balance of unrecognized tax benefits are as follows (in millions):

		Year Ended December 31,					
	20	17		2016			
Balance at beginning of the year	\$	103	\$	104			
Additions based on tax positions related to current year		_		—			
Additions for tax positions of prior years		—		_			
Reductions for tax positions of prior years		(1)		(1)			
Settlements		—		_			
U.S. tax reform rate change		(40)		—			
Balance at end of the year	\$	62	\$	103			

Any settlement of uncertain tax positions would result in an adjustment to our NOL carryforward which, if utilized, will reduce taxable income in a future year. As a result, the tabular rollforward reflects the unrecognized tax benefits at the reduced corporate income tax rate of 21%.

Our effective tax rate will not be affected if the unrecognized federal income tax benefits provided above were recognized. Currently, we do not recognize any accrued liabilities, interest and penalties associated with the unrecognized tax benefits provided above in our Consolidated Statements of Operations or our Consolidated Balance Sheets. We recognize interest and penalties related to income tax matters as part of income tax expense.

We experienced an ownership change within the provisions of U.S. Internal Revenue Code("IRC") Section 382 in 2008, 2010 and 2012. An analysis of the annual limitation on the utilization of our NOLs was performed in accordance withIRC Section 382. It was determined that IRC Section 382 will not limit the use of our NOLs in full over the carryover period. We will continue to monitor trading activity in our shares which may cause an additional ownership change which could ultimately affect our ability to fully utilize our existing NOL carryforwards.

We are subject to tax in the U.S. and various state and foreign jurisdictions. We remain subject to periodic audits and reviews by taxing authorities; however, we do not expect these audits will have a material effect on our tax provision. Federal and state tax returns for the years after 2013 remain open for examination. Tax authorities may have the ability to review and adjust carryover attributes that were generated prior to these periods if utilized in an open tax year.

NOTE 15—SHARE-BASED COMPENSATION

We have granted restricted stock shares, restricted stock units, performance stock units and phantom units to employees and non-employee directors under the Amended and Restated 2003 Stock Incentive Plan, as amended (the "2003 Plan"), 2011 Incentive Plan, as amended (the "2011 Plan"), the 2015 Employee Inducement Incentive Plan(the "Inducement Plan") and the 2015 Long-Term Cash Incentive Plan (the "2015 Plan").

Total share-based compensation consisted of the following (in millions):

	Year Ended December 31,						
		2017		2016		2015	
Share-based compensation costs, pre-tax:							
Equity awards	\$	34	\$	41	\$	90	
Liability awards		80		76		105	
Total share-based compensation		114		117		195	
Capitalized share-based compensation		(23)		(16)		(23)	
Total share-based compensation expense	\$	91	\$	101	\$	172	
Tax benefit associated with share-based compensation expense	\$	5	\$		\$		



The total unrecognized compensation cost at December 31, 2017 relating to non-vested share-based compensation arrangements consisted of the following:

	Unrecog	gnized Compensation Cost (in millions)	Recognized over a weighted average period (years)
Restricted Stock Share Awards	\$	7	1.5
Restricted Share Unit and Performance Stock Unit Awards	\$	44	1.5
Phantom Units Awards	\$	49	1.1

We have disclosed the deferred tax benefit realized from share-based compensation exercised during the annual period inNote 14-Income Taxes.

Restricted Stock Share Awards

Restricted stock share awards are awards of common stock that are subject to restrictions on transfer and to a risk of forfeiture if the recipient terminates employment with us prior to the lapse of the restrictions. These awards vest based on service conditions (one, two, three or four-year service periods) and performance conditions. All performance conditions of the awards have been achieved as of December 31, 2017.

The 2003 Plan and 2011 Plan provide for the issuance of 21.0 million shares and 35.0 million shares, respectively, of our common stock that may be in the form of various share-based performance awards deemed by the Compensation Committee of our Board (the "Compensation Committee").

The Inducement Plan initially provided for the issuance of up to 1.0 million shares of our common stock in the form of stock-based awards deemed by the Compensation Committee to provide us with an opportunity to attract employees. As of December 31, 2017, 0.2 million shares of restricted stock have been granted under the Inducement Plan. In December 2016, the Compensation Committee recommended, and our Board approved, reducing the remaining shares available for issuance under the Inducement Plan to zero.

The table below provides a summary of our restricted stock outstanding (in millions, except for per share information):

	Shares	Weighted Average Grant Date Fair Value Per Share
Non-vested at January 1, 2017	5.7	\$ 24.12
Granted		—
Vested	(3.3)	23.80
Forfeited	(0.2)	28.28
Non-vested at December 31, 2017	2.2	\$ 24.29

The fair value of restricted stock share awards vested for theyears ended December 31, 2017, 2016 and 2015 were \$78 million, \$36 million and \$50 million, respectively.

Restricted Share Unit and Performance Stock Unit Awards

Restricted share unit and performance stock unit awards are share awards that entitle the holder to receive shares of our common stock upon vesting, subject to restrictions on transfer and to a risk of forfeiture if the recipient terminates employment with us prior to the lapse of the restrictions. Restricted share units vest ratably over service conditions (two, three or four-year service periods). Performance stock units provide for three-year cliff vesting with payouts based on our cumulative distributable cash flow per share from January 1, 2018 through December 31, 2019 compared to a pre-established performance target. The number of shares that may be earned at the end of the vesting period ranges from 50 to 200 percent of the target award amount if the threshold performance is met.

In January 2017, the issuance of awards with respect to 7.8 million shares of common stock available for issuance under the 2011 Plan was approved at a special meeting of our shareholders.



The table below provides a summary of our restricted share unit and performance stock unit awards outstanding assuming payout at target for awards containing performance conditions (in millions, except for per unit information):

	Units	Weighted Average Grant Date Fair Value Per Unit
Non-vested at January 1, 2017	_	\$
Granted (1)	1.4	47.16
Vested	—	_
Forfeited	(0.1)	46.71
Non-vested at December 31, 2017	1.3	\$ 47.18

(1) This number excludes 0.2 million performance stock units, which represent the maximum number of common units that would be issued if the maximum level of performance under the target awards amount is achieved.

The table below provides a summary of restricted share unit and performance stock unit awards issued:

			Year	Ended December 31,		
	1	2017		2016	2015	
Units Issued (in millions)		1.4		—		—
Weighted Average Grant Date Fair Value Per Unit	\$	47.16	\$	— \$		_
Fair Value vested (in millions)	\$	1	\$	— \$		—

Phantom Units Awards

Phantom units are share-based awards granted to employees over a vesting period that entitle the grantee to receive the cash equivalent to the value of a share of our common stock upon each vesting. For the years ended December 31, 2017, 2016 and 2015 we issued zero, 1.8 million and 5.9 million phantom units, respectively, to our employees and non-employee directors. Phantom units are not eligible to receive quarterly distributions. These awards vest based on service conditions (two, three or four-year service periods).

The 2015 Plan generally provides for cash-settled awards. In April 2015, the Compensation Committee recommended and our Board approved the 2014-2018 Long-Term Cash Incentive Program (the "2014-2018 LTIP") under the 2015 Plan. The Compensation Committee recommended and our Board approved the termination of the 2014-2018 LTIP in October 2016.

The table below provides a summary of our phantom units outstanding (in millions):

	Units
Non-vested at January 1, 2017	3.9
Granted	—
Vested	(1.8)
Forfeited	(0.3)
Non-vested at December 31, 2017	1.8

The value of phantom units vested during theyears ended December 31, 2017, 2016 and 2015 was \$86 million, \$78 million, \$50 million, respectively, of which \$1 million was recorded as part of accrued liabilities on our Consolidated Balance Sheets as ofDecember 31, 2016.

NOTE 16—EMPLOYEE BENEFIT PLAN

We have a defined contribution plan ("401(k) Plan") which allows eligible employees to contribute up to 100% of their compensation up to the IRS maximum. We match each employee's deferrals (contributions) up to 6% of compensation and may make additional contributions at our discretion. Employees are immediately vested in the contributions made by us. Our contributions to the 401(k) Plan were \$7 million, \$6 million and \$5 million for the years ended December 31, 2017, 2016 and 2015, respectively. We have made no discretionary contributions to the 401(k) Plan to date.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED

NOTE 17-NET LOSS PER SHARE ATTRIBUTABLE TO COMMON STOCKHOLDERS

The following table reconciles basic and diluted weighted average common shares outstanding for theyears ended December 31, 2017, 2016 and 2015 (in millions, except per share data):

		Year Ended December 31,			
	2017		2016		2015
Weighted average common shares outstanding:					
Basic	233	.1	228.8		226.9
Dilutive unvested stock		_	_		_
Diluted	233	.1	228.8		226.9
Basic and diluted net loss per share attributable to common stockholders	\$ (1.6	(8)	(2.67)	\$	(4.30)

Potentially dilutive securities that were not included in the dilutednet loss per share computations because their effects would have been anti-dilutive were as follows (in millions):

		Year Ended December 31,	
	2017	2016	2015
Stock options and unvested stock (1)	3.4	0.6	2.1
Convertible notes (2)	16.9	16.3	15.8
Total potentially dilutive common shares	20.3	16.9	17.9

(1) Does not include 0.2 million shares, 5.0 million shares and 5.4 million shares for the years ended December 31, 2017, 2016 and 2015, respectively, of unvested stock because the performance conditions had not yet been satisfied as of December 31, 2017, 2016 and 2015, respectively.

(2) Includes number of shares in aggregate issuable upon conversion of the 2021 Cheniere Convertible Unsecured Notes and the 2045 Cheniere Convertible Senior Notes. There were no shares included in the computation of diluted net loss per share for the 2025 CCH HoldCo II Convertible Senior Notes because substantive non-marketbased contingencies underlying the eligible conversion date have not been met as of December 31, 2017.

NOTE 18—LEASES

During the years ended December 31, 2017, 2016 and 2015, we recognized rental expense for all operating leases of \$199 million, \$86 million and \$41 million, respectively, related primarily to office space, land sites and LNG vessel time charters. Our land site leases for the Sabine Pass LNG terminal have initial terms varying up to 30 years with multiple options to renew up to an additional 60 years.

Future annual minimum lease payments, excluding inflationary adjustments, for operating leases are as follows (in millions):

Years Ending December 31,	Operatin	Operating Leases (1)	
2018 (2)	\$	140	
2019 (2)		127	
2020		119	
2021		76	
2022		58	
Thereafter		236	
Total	\$	756	

(1) Includes certain lease option renewals that are reasonably

assured.

(2) Does not include \$19 million in aggregate payments we will receive from our LNG vessel time charter subleases.

Capital Leases

In December 2015, we entered into a lease agreement for tug services related to the CCL Project that was accounted for as a capital lease. As of December 31, 2017, we did not have any assets recorded under this obligation due to the service term of this

lease commencing in 2018. We will record assets acquired under capital leases, net of accumulated amortization, in property, plant and equipment, net, on our Consolidated Balance Sheets upon commencement of the service term, and the related amortization expense on our Consolidated Statements of Operations.

Future annual minimum lease payments, excluding inflationary adjustments, for capital leases are as follows (in millions):

Years Ending December 31,	Capital Leases	
2018	\$ 5	
2019	10	
2020	10	
2021	10	
2022	10	
Thereafter	154	
Total	\$ 199	

NOTE 19—COMMITMENTS AND CONTINGENCIES

We have various contractual obligations which are recorded as liabilities in our Consolidated Financial Statements. Other items, such as certain purchase commitments and other executed contracts which do not meet the definition of a liability as of December 31, 2017, are not recognized as liabilities but require disclosures in our Consolidated Financial Statements.

LNG Terminal Commitments and Contingencies

Obligations under EPC Contracts

SPL has lump sum turnkey contract with Bechtel Oil, Gas and Chemicals, Inc. ("Bechtel") for the engineering, procurement and construction of Train 5 of the SPL Project. The EPC contract for SPL Train 5 provides that SPL will pay Bechtel a contract price of \$3.1 billion, subject to adjustment by change order. SPL has the right to terminate the EPC contract for its convenience, in which case Bechtel will be paid (1) the portion of the contract price for the work performed, (2) costs reasonably incurred by Bechtel on account of such termination and demobilization and (3) a lump sum of up to \$30 million depending on the termination date.

CCL has lump sum turnkey contracts with Bechtel for the engineering, procurement and construction of Stage 1 and Stage 2 of the CCL Project. The EPC contract for Stage 2 of the CCL Project was amended and restated in December 2017. The EPC contract prices for Stage 1 of the CCL Project and Stage 2 of the CCL Project are approximately \$7.8 billion and \$2.4 billion, respectively, reflecting amounts incurred under change orders through December 31, 2017. CCL has the right to terminate each of the EPC contracts for its convenience, in which case Bechtel will be paid the portion of the contract price for the work performed plus costs reasonably incurred by Bechtel on account of such termination and demobilization. If the EPC contract for Stage 1 of the CCL Project is terminated, Bechtel will also be paid a lump sum of up to \$30 million depending on the termination date. If the amended and restated EPC contract for Stage 2 of the CCL Project is terminated, Bechtel will be paid a lump sum of up to \$2.5 million if the termination date is prior to the issuance of the notice to proceed, or Bechtel will be paid a lump sum of up to \$30 million if the termination date is after the issuance of the notice to proceed, depending on the termination date.

Obligations under SPAs

SPL has third-party SPAs which obligate SPL to purchase and liquefy sufficient quantities of natural gas to deliver contracted volumes of LNG to the customers' vessels, subject to completion of construction of specified Trains of the SPL Project.

CCL has third-party SPAs which obligate CCL to purchase and liquefy sufficient quantities of natural gas to deliver contracted volumes of LNG to the customers' vessels, subject to completion of construction of specified Trains of the CCL Project.

Obligations under LNG TUAs

SPLNG has third-party TUAs with Total Gas & Power North America, Inc. and Chevron U.S.A. Inc. to provide berthing for LNG vessels and for the unloading, storage and regasification of LNG at the Sabine Pass LNG terminal.



Obligations under Natural Gas Supply, Transportation and Storage Service Agreements

SPL and CCL have index-based physical natural gas supply contracts to secure natural gas feedstock for the SPL Project and CCL Project, respectively. The terms of these contracts primarily range from approximately one to six years and commence upon the occurrence of conditions precedent, including declaration by SPL or CCL to the respective natural gas supplier that it is ready to commence the term of the supply arrangement in anticipation of the date of first commercial operation of the applicable, specified Trains of the SPL Project or CCL Project. As of December 31, 2017, SPL and CCL have secured up to approximately 2,214 TBtu and 2,024 TBtu, respectively, of natural gas feedstock through natural gas supply contracts, a portion of which are considered purchase obligations if the conditions precedent were met.

Additionally, SPL has transportation and storage service agreements for the SPL Project. The initial terms of the transportation agreements range from one to 20 years, with renewal options for certain contracts, and commences upon the occurrence of conditions precedent. The term of the SPL storage service agreements ranges from three to ten years.

As of December 31, 2017, our obligations under natural gas supply, transportation and storage service agreements for contracts in which conditions precedent were met were as follows (in millions):

Years Ending December 31,	Payments Due (1)	
2018	\$ 2,	,274
2019	1,	,527
2020	1,	,397
2021		981
2022		336
Thereafter	1,	,169
Total	\$ 7.	,684

(1) Pricing of natural gas supply contracts are variable based on market commodity basis prices adjusted for basis spread Amounts included are based on prices and basis spreads as of December 31, 2017.

Restricted Net Assets

At December 31, 2017, our restricted net assets of consolidated subsidiaries were approximately\$3.4 billion.

Obligations under Certain Guarantee Contracts

Cheniere and certain of its subsidiaries enter into guarantee arrangements in the normal course of business to facilitate transactions with third parties. These arrangements include financial guarantees, letters of credit and debt guarantees. As of December 31, 2017 and 2016, there were no liabilities recognized under these guarantee arrangements.

Other Commitments

In the ordinary course of business, we have entered into certain multi-year licensing and service agreements, none of which are considered material to our financial position. Additionally, we have various lease commitments, as disclosed in Note 18-Leases.

Legal Proceedings

We may in the future be involved as a party to various legal proceedings, which are incidental to the ordinary course of business. We regularly analyze current information and, as necessary, provide accruals for probable liabilities on the eventual disposition of these matters.

Parallax Litigation

In 2015, our wholly owned subsidiary, Cheniere LNG Terminals, LLC ("CLNGT"), entered into discussions with Parallax Enterprises, LLC ("Parallax Enterprises") regarding the potential joint development of two liquefaction plants in Louisiana (the "Potential Liquefaction Transactions"). While the parties negotiated regarding the Potential Liquefaction Transactions, CLNGT loaned Parallax Enterprises approximately \$46 million, as reflected in a secured note dated April 23, 2015, as amended on June 30, 2015, September 30, 2015 and November 4, 2015 (the "Secured Note"). The Secured Note was secured by all assets of Parallax Enterprises and its subsidiary entities. On June 30, 2015, Parallax Enterprises' parent entity, Parallax Energy LLC ("Parallax Energy"), executed a Pledge and Guarantee Agreement further securing repayment of the Secured Note by providing a parent guaranty and a pledge of all of the equity of Parallax Enterprises in satisfaction of the Secured Note (the "Pledge Agreement"). CLNGT and Parallax Enterprises failed to make payment. On February 3, 2016, CLNGT filed an action against Parallax Energy, Parallax Enterprises and certain of Parallax Enterprises' subsidiary entities, styled Cause No. 4:16-cv-00286, Cheniere LNG Terminals, LLC v. Parallax Energy LLC, et al., in the United States District Court for the Southern District of Texas (the "Texas Federal Suit"). CLNGT asserted claims in the Texas Federal Suit for (1) recovery of all amounts due under the Secured Note and (2) declaratory relief establishing that CLNGT is entitled to enforce its rights under the Secured Note and Pledge Agreement in accordance with each instrument's terms and that CLNGT has no obligations of any sort to Parallax Enterprises concerning the Potential Liquefaction Transactions. On March 11, 2016, Parallax Enterprises and the other defendants in the Texas Federal Suit moved to dismiss the suit for lack of subject matter jurisdiction. On August 2, 2016, the court denied the defendants' motion to dismiss without prejudice and

On March 11, 2016, Parallax Enterprises filed a suit against us and CLNGT styled Civil Action No. 62-810, Parallax Enterprises LLP v. Cheniere Energy, Inc. and Cheniere LNG Terminals, LLC, in the 25th Judicial District Court of Plaquemines Parish, Louisiana (the "Louisiana Suit"), wherein Parallax Enterprises asserted claims for breach of contract, fraudulent inducement, negligent misrepresentation, detrimental reliance, unjust enrichment and violation of the Louisiana Unfair Trade Practices Act. Parallax Enterprises predicated its claims in the Louisiana Suit on an allegation that we and CLNGT breached a purported agreement to jointly develop the Potential Liquefaction Transactions. Parallax Enterprises sought \$400 million in alleged economic damages and rescission of the Secured Note. On April 15, 2016, we and CLNGT removed the Louisiana Suit to the United States District Court for the Eastern District of Louisiana, which subsequently transferred the Louisians Suit to the United States District Court for the Satern No. 4:16-cv-01628 and transferred to the same judge presiding over the Texas Federal Suit for coordinated handling. On August 22, 2016, Parallax Enterprises voluntarily dismissed all claims asserted against CLNGT and us in the Louisiana Suit without prejudice to refiling.

On July 27, 2017, the Parallax entities named as defendants in the Texas Federal Suit reurged their motion to dismiss and simultaneously filed counterclaims against CLNGT and third party claims against us for breach of contract, breach of fiduciary duty, promissory estoppel, quantum meruit and fraudulent inducement of the Secured Note and Pledge Agreement, based on substantially the same factual allegations Parallax Enterprises made in the Louisiana Suit. These Parallax entities also simultaneously filed an action styled Cause No. 2017-49685, Parallax Enterprises, LLC, et al. v. Cheniere Energy, Inc., et al., in the 61st District Court of Harris County, Texas (the "Texas State Suit"), which asserts substantially the same claims these entities asserted in the Texas Federal Suit. On July 31, 2017, CLNGT withdrew its opposition to the dismissal of the Texas Federal Suit without prejudice on jurisdictional grounds and the federal court subsequently dismissed the Texas Federal Suit without prejudice. We and CLNGT simultaneously filed an answer and counterclaims in the Texas State Suit, asserting the same claims CLNGT had previously asserted in the Texas Federal Suit. Additionally, CLNGT filed third party claims against Parallax principals Martin Houston, Christopher Bowen Daniels, Howard Candelet and Mark Evans, as well as Tellurian Investments, Inc., Driftwood LNG, LLC, Driftwood LNG Pipeline LLC and Tellurian Services LLC, formerly known as Parallax Services LLC, including claims for tortious interference with CLNGT's collateral rights under the Secured Note and Pledge Agreement, fraudulent transfer, conspiracy/aiding and abetting. Discovery in the Texas State Suit is ongoing. Trial is currently set for September 2018.

We do not expect that the resolution of this litigation will have a material adverse impact on our financial results.

NOTE 20—CUSTOMER CONCENTRATION

The following table shows customers with revenues of 10% or greater of total third-party revenues and customers with accounts receivable balances of 10% or greater of total accounts receivable from third parties:

	Percenta	ge of Total Third-Party Rev	enues	Percentage of Accounts Par	
		Year Ended December 31,		Decem	ber 31,
	2017	2016	2015	2017	2016
Customer A	24%	39%	%	28%	34%
Customer B	14%	*	%	16%	21%
Customer C	14%	%	%	14%	%
Customer D	17%	%	%	%	%
Customer E	*	13%	%	%	%
Customer F	*	*	%	15%	28%
Customer G	*	*	%	%	12%

* Less than 10%

During the year ended December 31, 2017, revenues from external customers that were derived from domestic customers was\$1.6 billion and from customers outside of the United States was \$4.0 billion, of which \$1.2 billion, \$787 million and \$762 million were derived from customers in Japan, Ireland and South Korea, respectively. During the year ended December 31, 2016, revenues from external customers that were derived from domestic customers was\$769 million and from customers outside of the United States was \$514 million, of which \$162 million was derived from a customer in Japan. Substantially all of our revenues from external customers for the year ended December 31, 2015 were attributed to the United States. We attribute revenues from external customers to the country in which the party to the applicable agreement has its principal place of business. Substantially all of our long-lived assets are located in the United States.

NOTE 21—SUPPLEMENTAL CASH FLOW INFORMATION

The following table provides supplemental disclosure of cash flow information (in millions):

	Year Ended December 31,					
		2017		2016		2015
Cash paid during the period for interest, net of amounts capitalized	\$	305	\$	66	\$	123
Contribution of assets to equity method investee 14 —			_			
Non-cash conveyance of assets		_		_		13

The balance in property, plant and equipment, net funded with accounts payable and accrued liabilities was \$521 million, \$395 million and \$301 million as of December 31, 2017, 2016 and 2015, respectively.



CHENIERE ENERGY, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—CONTINUED

NOTE 22—RECENT ACCOUNTING STANDARDS

The following table provides a brief description of recent accounting standards that had not been adopted by us as of December 31, 2017:

0 1	1 0	1 5	,
Standard	Description	Expected Date of Adoption	Effect on our Consolidated Financial Statements or Other Significant Matters
ASU 2014-09, Revenue from Contracts with Customers (Topic 606), and subsequent amendments thereto	This standard provides a single, comprehensive revenue recognition model which replaces and supersedes most existing revenue recognition guidance and requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard requires that the costs to obtain and fulfill contracts with customers should be recognized as assets and amortized to match the pattern of transfer of goods or services to the customer if expected to be recoverable. The standard also requires enhanced disclosures. This guidance may be adopted either retrospectively to each prior reporting period presented subject to allowable practical expedients ("full retrospective approach") or as a cumulative- effect adjustment as of the date of adoption ("modified retrospective approach").	January 1, 2018	We will adopt this standard on January 1, 2018 using the full retrospective approach. The adoption of this standard will not have a material impact upon our Consolidated Financial Statements but will result in significant additional disclosure regarding the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers, including significant judgments and assumptions used in applying the standard.
ASU 2016-02, <i>Leases (Topic 842)</i> , and subsequent amendments thereto	This standard requires a lessee to recognize leases on its balance sheet by recording a lease liability representing the obligation to make future lease payments and a right-of-use asset representing the right to use the underlying asset for the lease term. A lessee is permitted to make an election not to recognize lease assets and liabilities for leases with a term of 12 months or less. The standard also modifies the definition of a lease and requires expanded disclosures. This guidance may be early adopted, and must be adopted using a modified retrospective approach with certain available practical expedients.	January 1, 2019	We continue to evaluate the effect of this standard on our Consolidated Financial Statements. Preliminarily, we anticipate a material impact from the requirement to recognize all leases upon our Consolidated Balance Sheets. Because this assessment is preliminary and the accounting for leases is subject to significant judgment, this conclusion could change as we finalize our assessment. We have not yet determined the impact of the adoption of this standard upon our results of operations or cash flows. We expect to elect the practical expedient to retain our existing accounting for land easements which were not previously accounted for as leases. We have not yet determined whether we will elect any other practical expedients upon transition.
ASU 2016-16, Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory	This standard requires the immediate recognition of the tax consequences of intercompany asset transfers other than inventory. This guidance may be early adopted, but only at the beginning of an annual period, and must be adopted using a modified retrospective approach.	January 1, 2018	We are currently evaluating the impact of the provisions of this guidance on our Consolidated Financial Statements and related disclosures.
	108		

Additionally, the following table provides a brief description of recent accounting standards that were adopted by us during the reporting period:

ncial Statements or	Effect on our Consolidated Financial State Other Significant Matters	Date of Adoption	Description	Standard
ated Financial	The adoption of this guidance did not hav material impact on our Consolidated Fina Statements or related disclosures.	January 1, 2017	This standard requires inventory to be measured at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. This guidance may be early adopted and must be adopted prospectively.	ASU 2015-11, Inventory (Topic 330): Simplifying the Measurement of Inventory
accumulated deficit eviously recognized a allowance, and for itures as they occur. id not have a lated Financial	Upon adoption of this guidance, we made cumulative effect adjustment to accumula for all excess tax benefits not previously r offset by the change in valuation allowand our election to account for forfeitures as the The adoption of this guidance did not hav material impact on our Consolidated Final Statements or related disclosures.	January 1, 2017	This standard primarily requires the recognition of excess tax benefits for share-based awards in the statement of operations and the classification of excess tax benefits as an operating activity within the statement of cash flows. The guidance also allows an entity to elect to account for forfeitures when they occur. This guidance may be early adopted, but all of the guidance must be adopted in the same period.	ASU 2016-09, Compensation - Stock Compensation (Topic 718): Improvements to Employee Share- Based Payment Accounting
ated Financial	The adoption of this guidance did not hav material impact on our Consolidated Fina Statements or related disclosures.	January 1, 2017	This standard simplifies the measurement of goodwill impairment by eliminating the requirement for an entity to perform a hypothetical purchase price allocation. An entity will instead measure the impairment as the difference between the carrying amount and the fair value of the reporting unit. This guidance may be early adopted beginning January 1, 2017, and must be adopted prospectively.	ASU 2017-04, Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment
ated Financial	The adoption of this guidance did not hav material impact on our Consolidated Fina Statements or related disclosures.	June 30, 2017	This standard clarifies when changes to the terms or conditions of a share-based payment award must be accounted for as modifications. An entity will not apply modification accounting to a share-based payment award if the award's fair value, vesting conditions and classification as an equity or liability award are the same prior to and after the change. This guidance may be early adopted and must be adopted prospectively.	ASU 2017-09, Compensation - Stock Compensation (Topic 718): Scope of Modification Accounting
			100	

CHENIERE ENERGY, INC. AND SUBSIDIARIES SUPPLEMENTAL INFORMATION TO CONSOLIDATED FINANCIAL STATEMENTS SUMMARIZED QUARTERLY FINANCIAL DATA (unaudited)

Summarized Quarterly Financial Data—(in millions, except per share amounts)

	First Quarter	 Second Quarter	 Third Quarter	 Fourth Quarter
Year ended December 31, 2017:				
Revenues	\$ 1,211	\$ 1,241	\$ 1,403	\$ 1,746
Income from operations	376	274	297	441
Net income	172	21	90	280
Net income (loss) attributable to common stockholders	54	(285)	(289)	127
Net income (loss) per share attributable to common stockholders— basic and diluted (1)	0.23	(1.23)	(1.24)	0.54
Year ended December 31, 2016:				
Revenues	\$ 69	\$ 177	\$ 465	\$ 572
Income (loss) from operations	(91)	(76)	15	122
Net income (loss)	(349)	(335)	(131)	150
Net income (loss) attributable to common stockholders	(321)	(298)	(101)	110
Net income (loss) per share attributable to common stockholders— basic and diluted (1)	(1.41)	(1.31)	(0.44)	0.48

(1) The sum of the quarterly net income (loss) per share—basic and diluted may not equal the full year amount as the computations of the weighted average common shares outstanding for basic and diluted shares outstanding for each quarter and the full year are performed independently.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in theSEC's rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Based on their evaluation as of the end of the fiscal year endedDecember 31, 2017, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are effective to ensure that information required to be disclosed in reports that we file or submit under the Exchange Act are (1) accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure and (2) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms.

During the most recent fiscal quarter, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting

Our Management's Report on Internal Control Over Financial Reporting is included in our Consolidated Financial Statements on page 65 and is incorporated herein by reference.

ITEM 9B. OTHER INFORMATION

None.

PART III

Pursuant to paragraph 3 of General Instruction G to Form 10-K, the information required by Items 10 through 14 of Part III of this Report is incorporated by reference from Cheniere's definitive proxy statement, which is to be filed pursuant to Regulation 14A within 120 days after the end of Cheniere's fiscal year ended December 31, 2017.

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

- (a) Financial Statements, Schedules and Exhibits
 - (1) Financial Statements—Cheniere Energy, Inc. and Subsidiaries:

Management's Report to the Stockholders of Cheniere Energy, Inc.	<u>65</u>
Reports of Independent Registered Public Accounting Firm	<u>66</u>
Consolidated Balance Sheets	<u>68</u>
Consolidated Statements of Operations	<u>69</u>
Consolidated Statements of Stockholders' Equity	<u>70</u>
Consolidated Statements of Cash Flows	<u>71</u>
Notes to Consolidated Financial Statements	<u>72</u>
Supplemental Information to Consolidated Financial Statements—Quarterly Financial Data	<u>110</u>

(2) Financial Statement Schedules:

Schedule I-Condensed Financial Information of Registrant for the years ended December 31, 2017, 2016 and 2015

<u>126</u>

(3) Exhibits:

Certain of the agreements filed as exhibits to this Form 10-K contain representations, warranties, covenants and conditions by the parties to the agreements that have been made solely for the benefit of the parties to the agreement. These representations, warranties, covenants and conditions:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;
- may have been qualified by disclosures that were made to the other parties in connection with the reflected in the agreements;
- may apply standards of materiality that differ from those of a reasonable investor; and
- were made only as of specified dates contained in the agreements and are subject to subsequent developments and changed circumstances.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time. These agreements are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about the Company or the other parties to the agreements. Investors should not rely on them as statements of fact.

Exhibit No.	Description
2.1	Amended and Restated Purchase and Sale Agreement, dated as of August 9, 2012, by and among Cheniere Partners, Cheniere Pipeline Company, Grand Cheniere Pipeline, LLC and the Company (Incorporated by reference to Exhibit 10.2 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on August 9, 2012)
3.1	Restated Certificate of Incorporation of the Company (Incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2004 (SEC File No. 001-16383), filed on August 10, 2004)
3.2	Certificate of Amendment of Restated Certificate of Incorporation of the Company (Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on February 8, 2005)



Exhibit No.	Description
3.3	Certificate of Amendment of Restated Certificate of Incorporation of the Company (Incorporated by reference to Exhibit 4.3 to the Company's
	Registration Statement on Form S-8 (SEC File No. 333-160017), filed on June 16, 2009)
3.4	Certificate of Amendment of Restated Certificate of Incorporation of the Company (Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on June 7, 2012)
3.5	Certificate of Amendment of Restated Certificate of Incorporation of the Company (Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on February 5, 2013)
3.6	Bylaws of the Company, as amended and restated December 9, 2015 (Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on December 15, 2015)
3.7	Amendment No. 1 to the Amended and Restated Bylaws of the Company, dated September 15, 2016 (Incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on September 19, 2016)
4.1	Specimen Common Stock Certificate of the Company (Incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1 (SEC File No. 333-10905), filed on August 27, 1996)
4.2	Indenture, dated as of February 1, 2013, by and among SPL, the guarantors that may become party thereto from time to time and The Bank of New York Mellon, as trustee (Incorporated by reference to Exhibit 4.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on February 4, 2013)
4.3	Form of 5.625% Senior Secured Note due 2021 (Included as Exhibit A-1 to Exhibit 4.2 above)
4.4	First Supplemental Indenture, dated as of April 16, 2013, between SPL and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on April 16, 2013)
4.5	Second Supplemental Indenture, dated as of April 16, 2013, between SPL and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1.2 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on April 16, 2013)
4.6	Form of 5.625% Senior Secured Note due 2023 (Included as Exhibit A-1 to Exhibit 4.5 above)
4.7	Third Supplemental Indenture, dated as of November 25, 2013, between SPL and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on November 25, 2013)
4.8	Form of 6.25% Senior Secured Note due 2022 (Included as Exhibit A-1 to Exhibit 4.7 above)
4.9	Fourth Supplemental Indenture, dated as of May 20, 2014, between SPL and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on May 22, 2014)
4.10	Form of 5.750% Senior Secured Note due 2024 (Included as Exhibit A-1 to Exhibit 4.9 above)
4.11	Fifth Supplemental Indenture, dated as of May 20, 2014, between SPL and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.2 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on May 22, 2014)
4.12	Form of 5.625% Senior Secured Note due 2023 (Included as Exhibit A-1 to Exhibit 4.11 above)
4.13	Sixth Supplemental Indenture, dated as of March 3, 2015, between SPL and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on March 3, 2015)
4.14	Form of 5.625% Senior Secured Note due 2025 (Included as Exhibit A-1 to Exhibit 4.13 above)
4.15	Seventh Supplemental Indenture, dated as of June 14, 2016, between SPL and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on June 14, 2016)
4.16	Form of 5.875% Senior Secured Note due 2026 (Included as Exhibit A-1 to Exhibit 4.15 above)
4.17	Eighth Supplemental Indenture, dated as of September 19, 2016, between SPL and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on September 23, 2016)
4.18	Ninth Supplemental Indenture, dated as of September 23, 2016, between SPL and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.2 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on September 23, 2016)
4.19	Form of 5.00% Senior Secured Note due 2027 (Included as Exhibit A-1 to Exhibit 4.18 above)

Exhibit No.	Description
4.20	Tenth Supplemental Indenture, dated as of March 6, 2017, between SPL and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on March 6, 2017)
4.21	Form of 4.200% Senior Secured Note due 2028 (Included as Exhibit A-1 to Exhibit 4.20 above)
4.22	Indenture, dated as of February 24, 2017, between SPL, the guarantors that may become party thereto from time to time and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on February 27, 2017)
4.23	Form of 5.00% Senior Secured Note due 2037 (Included as Exhibit A-1 to Exhibit 4.22 above)
4.24	Indenture, dated as of November 28, 2014, by and between the Company, as Issuer, and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on December 2, 2014)
4.25	Form of 4.875% Unsecured PIK Convertible Note due 2021 (Included as Exhibit A to Exhibit 4.24 above)
4.26	Indenture, dated as of March 9, 2015, between the Company, the Guarantors and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on March 13, 2015)
4.27	First Supplemental Indenture, dated as of March 9, 2015, between the Company, as Issuer, and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on March 13, 2015)
4.28	Form of 4.25% Convertible Senior Note due 2045 (Included as Exhibit A to Exhibit 4.27 above)
4.29	Indenture, dated as of May 18, 2016, among CCH, as Issuer, CCL, CCP and Corpus Christi Pipeline GP, LLC, as Guarantors, and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 18, 2016)
4.30	Form of 7.000% Senior Secured Note due 2024 (Included as Exhibit A-1 to Exhibit 4.29 above)
4.31	First Supplemental Indenture, dated as of December 9, 2016, among CCH, as Issuer, CCL, CCP and Corpus Christi Pipeline GP, LLC, as Guarantors, and The Bank of New York Mellon, as Trustee (Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on December 9, 2016)
4.32	Form of 5.875% Senior Secured Note due 2025 (Included as Exhibit A-1 to Exhibit 4.31 above)
4.33	Second Supplemental Indenture, dated as of May 19, 2017, among CCH, as issuer, CCL, CCP and Corpus Christi Pipeline GP, LLC, as Guarantors, and The Bank of New York Mellon, as trustee (Incorporated by reference to Exhibit 4.1 to CCH's Current Report on Form 8-K (SEC File No. 333-215435), filed on May 19, 2017)
4.34	Form of 5.125% Senior Secured Note due 2027 (Included as Exhibit A-1 to Exhibit 4.33 above)
4.35	Indenture, dated as of September 18, 2017, between Cheniere Partners, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on September 18, 2017)
4.36	First Supplemental Indenture, dated as of September 18, 2017, between Cheniere Partners, the guarantors party thereto and The Bank of New York Mellon, as Trustee under the Indenture (Incorporated by reference to Exhibit 4.2 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on September 18, 2017)
4.37	Form of 5.250% Senior Note due 2025 (Included as Exhibit A-1 to Exhibit 4.36 above)
4.38	Amended and Restated Note Purchase Agreement, dated as of March 1, 2015, by and among CCH HoldCo II, as Issuer, the Company (solely for purposes of acknowledging and agreeing to Section 9 thereof), EIG Management Company, LLC, as administrative agent, The Bank of New York Mellon, as collateral agent, and the note purchasers named therein (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on March 2, 2015)
4.39	Amendment to Amended and Restated Note Purchase Agreement, dated as of March 16, 2015, by and among CCH HoldCo II, as Issuer, EIG Management Company, LLC, as administrative agent, and the note purchasers named therein (Incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 13, 2015)
4.40	Amendment 2 to Amended and Restated Note Purchase Agreement, dated as of May 8, 2015, with effect as of May 1, 2015, by and among CCH Hold Co II, as Issuer, the Company, EIG Management Company, LLC, as administrative agent, and the required note holders named therein (Incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 13, 2015)

Exhibit No.	Description				
4.41	Form of 11.0% Senior Secured Note due 2025 (Incorporated by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 13, 2015)				
10.1	LNG Terminal Use Agreement, dated September 2, 2004, by and between Total LNG USA, Inc. and SPLNG (Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on November 15, 2004)				
10.2	Amendment of LNG Terminal Use Agreement, dated January 24, 2005, by and between Total LNG USA, Inc. and SPLNG (Incorporated by reference to Exhibit 10,40 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on March 10, 2005)				
10.3	Amendment of LNG Terminal Use Agreement, dated June 15, 2010, by and between Total Gas & Power North America, Inc. and SPLNG (Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on August 6, 2010)				
10.4	Omnibus Agreement, dated September 2, 2004, by and between Total LNG USA, Inc. and SPLNG (Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on November 15, 2004)				
10.5	Parent Guarantee, dated as of November 5, 2004, by Total S.A. in favor of SPLNG (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on November 15, 2004)				
10.6	Letter Agreement, dated September 11, 2012, between Total Gas & Power North America, Inc. and SPLNG (Incorporated by reference to Exhibit 10.1 to Cheniere Partners' Quarterly Report on Form 10-Q (SEC File No. 001-33366), filed on November 2, 2012)				
10.7	LNG Terminal Use Agreement, dated November 8, 2004, between Chevron U.S.A. Inc. and SPLNG (Incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on November 15, 2004)				
10.8	Amendment to LNG Terminal Use Agreement, dated December 1, 2005, by and between Chevron U.S.A. Inc. and SPLNG (Incorporated by reference to Exhibit 10.28 to SPLNG's Registration Statement on Form S-4 (SEC File No. 333-138916), filed on November 22, 2006)				
10.9	Amendment of LNG Terminal Use Agreement, dated June 16, 2010, by and between Chevron U.S.A. Inc. and SPLNG (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on August 6, 2010)				
10.10	Omnibus Agreement, dated November 8, 2004, between Chevron U.S.A. Inc. and SPLNG (Incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on November 15, 2004)				
10.11	Guaranty Agreement, dated as of December 15, 2004, from ChevronTexaco Corporation to SPLNG (Incorporated by reference to Exhibit 10.12 to SPLNG's Registration Statement on Form S-4 (SEC File No. 333-138916), filed on November 22, 2006)				
10.12	Second Amended and Restated LNG Terminal Use Agreement, dated as of July 31, 2012, between SPL and SPLNG (Incorporated by reference to Exhibit 10.1 to SPLNG's Current Report on Form 8-K (SEC File No. 333-138916), filed on August 6, 2012)				
10.13	Letter Agreement, dated May 28, 2013, by and between SPL and SPLNG (Incorporated by reference to Exhibit 10.1 to SPLNG's Quarterly Report on Form 10-Q (SEC File No. 333-138916), filed on August 2, 2013)				
10.14	Guarantee Agreement, dated as of July 31, 2012, by Cheniere Partners in favor of SPLNG (Incorporated by reference to Exhibit 10.2 to SPLNG's Current Report on Form 8-K (SEC File No. 333-138916), filed on August 6, 2012)				
10.15†	Cheniere Energy, Inc. Amended and Restated 2003 Stock Incentive Plan (Incorporated by reference to Exhibit 10.13 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on November 4, 2005)				
10.16†	Addendum to Cheniere Energy, Inc. Amended and Restated 2003 Stock Incentive Plan (Incorporated by reference to Exhibit 10.3 to the Company's Annual Report on Form 10-K for the year ended December 31, 2005 (SEC File No. 001-16383), filed on March 13, 2006)				
10.17†	Amendment No. 1 to Cheniere Energy, Inc. Amended and Restated 2003 Stock Incentive Plan (Incorporated by reference to Exhibit 4.10 to the Company's Registration Statement on Form S-8 (SEC File No. 333-134886), filed on June 9, 2006)				
10.18†	Amendment No. 2 to Cheniere Energy, Inc. Amended and Restated 2003 Stock Incentive Plan (Incorporated by reference to Exhibit 10.84 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 27, 2007).				

Exhibit No.	Description					
10.19†	Amendment No. 3 to Cheniere Energy, Inc. Amended and Restated 2003 Stock Incentive Plan (Incorporated by reference to Exhibit A to the Company's Proxy Statement (SEC File No. 001-16383), filed on April 23, 2008)					
10.20†	Amendment No. 4 to the Cheniere Energy, Inc. Amended and Restated 2003 Stock Incentive Plan (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on June 15, 2009)					
10.21†	Form of 2011 - 2013 Bonus Plan Restricted Stock Grant (Train 3 and Train 4) under the Cheniere Energy, Inc. Amended and Restated 2003 Stock Incentive Plan (US Executive Form) (Incorporated by reference to Exhibit 10.97 to the Company's Annual Report on Form 10-K (SEC File No 001-16383), filed on February 22, 2013)					
10.22†	Cheniere Energy, Inc. 2011 Incentive Plan (as amended through April 13, 2017) (Incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on August 8, 2017)					
10.23†	Form of Restricted Stock Grant under the Cheniere Energy, Inc. 2011 Incentive Plan (US - New Hire) (Incorporated by reference to Exhibit 10.13 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on August 10, 2012)					
10.24†	Form of Restricted Stock Grant under the Cheniere Energy, Inc. 2011 Incentive Plan (UK - New Hire) (Incorporated by reference to Exhibit 10.14 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on August 10, 2012)					
10.25†	Form of Restricted Stock Grant under the Cheniere Energy, Inc. 2011 Incentive Plan (Director) (Incorporated by reference to Exhibit 10.20 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on July 30, 2015)					
10.26†	Form of 2011 - 2013 Bonus Plan Restricted Stock Grant (Train 3 and Train 4) under the 2011 Incentive Plan (US Executive Form) (Incorporated by reference to Exhibit 10.96 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 22, 2013)					
10.27†	Form of 2011 - 2013 Bonus Plan Restricted Stock Grant (Train 3 and Train 4) under the 2011 Incentive Plan (US Non-Executive Form) (Incorporated by reference to Exhibit 10.98 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 22, 2013)					
10.28†	Form of 2011 - 2013 Bonus Plan Restricted Stock Grant (Train 3 and Train 4) under the 2011 Incentive Plan (UK Executive Form) (Incorporated by reference to Exhibit 10.100 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 22, 2013)					
10.29†	Form of 2011 - 2013 Bonus Plan Restricted Stock Grant (Train 3 and Train 4) under the 2011 Incentive Plan (UK Non-Executive Form) (Incorporated by reference to Exhibit 10.101 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 22, 2013)					
10.30†	Form of 2011 - 2013 Bonus Plan Restricted Stock Grant (Train 3 and Train 4) under the 2011 Incentive Plan (US Consultant Form) (Incorporated by reference to Exhibit 10.102 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 22, 2013)					
10.31†	Form of Restricted Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (Grades 18-20) (Incorporated by reference to Exhibit 10.37 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 24, 2017)					
10.32†	Form of Restricted Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (UK) (Grades 18-20) (Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 4, 2017)					
10.33†	Form of Restricted Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (Grade 17) (Incorporated by reference to Exhibit 10.38 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 24, 2017)					
10.34†	Form of Restricted Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (UK) (Grade 17) (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 4, 2017)					
10.35†	Form of Restricted Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (Grade 16 and Below — Key Executive Severance Plan) (Incorporated by reference to Exhibit 10.39 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 24, 2017)					
10.36†	Form of Restricted Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (Grade 16 and Below — Severance Pay Plan) (Incorporated by reference to Exhibit 10.40 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 24, 2017)					

Exhibit No.	Description				
10.37†	Form of Restricted Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (UK) (Grade 16 and Below) (Incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 4, 2017)				
10.38†	Form of Restricted Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (Singapore) (Grade 16 and Below) (Incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 4, 2017)				
10.39†	Form of Restricted Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (Chile) (Grade 16 and Below) (Incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 4, 2017)				
10.40†	Form of Performance Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (Grades 18-20) (Incorporated by reference to Exhibit 10.41 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 24, 2017)				
10.41†	Form of Performance Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (UK) (Grades 18-20) (Incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 4, 2017)				
10.42†	Form of Performance Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (Grade 17) (Incorporated by reference to Exhibit 10.42 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 24, 2017)				
10.43†	Form of Performance Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (UK) (Grade 17) (Incorporated by reference to Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 4, 2017)				
10.44†	Form of Performance Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (Grade 16 and Below — Key Executive Severance Plan) (Incorporated by reference to Exhibit 10.43 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 24, 2017)				
10.45†	Form of Performance Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (Grade 16 and Below — Severance Pay Plan) (Incorporated by reference to Exhibit 10.44 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 24, 2017)				
10.46†	Form of Performance Stock Unit Award Agreement under the Cheniere Energy, Inc. 2011 Incentive Plan (UK) (Grade 16 and Below) (Incorporated by reference to Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 4, 2017)				
10.47†	Form of Milestone Award Letter (Incorporated by reference to Exhibit 10.45 to the Company's Annual Report on Form 10-K (SEC File No. 001- 16383), filed on February 24, 2017)				
10.48†	Cheniere Energy, Inc. 2015 Long-Term Cash Incentive Plan (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on April 24, 2015)				
10.49†	Cheniere Energy, Inc. 2014-2018 Long-Term Cash Incentive Program (Incorporated by reference to Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on April 30, 2015)				
10.50†	Form of Phantom Unit Award Agreement under the Cheniere Energy, Inc. 2015 Long-Term Cash Incentive Plan (US - Executive) (Incorporated by reference to Exhibit 10.10 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on April 30, 2015)				
10.51†	Form of Phantom Unit Award Agreement under the Cheniere Energy, Inc. 2015 Long-Term Cash Incentive Plan (US - Non-Executive) (Incorporated by reference to Exhibit 10.11 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on April 30, 2015)				
10.52†	Form of Phantom Unit Award Agreement under the Cheniere Energy, Inc. 2015 Long-Term Cash Incentive Plan (UK - Executive) (Incorporated by reference to Exhibit 10.12 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on April 30, 2015)				
10.53†	Form of Phantom Unit Award Agreement under the Cheniere Energy, Inc. 2015 Long-Term Cash Incentive Plan (UK - Non-Executive) (Incorporated by reference to Exhibit 10.13 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on April 30, 2015)				
10.54†	Form of Phantom Unit Award Agreement under the Cheniere Energy, Inc. 2015 Long-Term Cash Incentive Plan (US - Consultant) (Incorporated by reference to Exhibit 10.14 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on April 30, 2015)				
10.55†	Form of Phantom Unit Award Agreement under the Cheniere Energy, Inc. 2015 Long-Term Cash Incentive Plan (UK - Consultant) (Incorporated by reference to Exhibit 10.15 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on April 30, 2015)				

Exhibit No.	Description				
10.56†	Cheniere Energy, Inc. 2015 Employee Inducement Incentive Plan (Incorporated by reference to Exhibit 4.8 to the Company's Registration Statement on Form S-8 (SEC File No. 333-207651), filed on October 29, 2015)				
10.57†	Form of Cheniere Energy, Inc. 2015 Employee Inducement Incentive Plan Restricted Stock Grant - US Form (Incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on October 30, 2015)				
10.58*†	Amended and Restated Cheniere Energy, Inc. Key Executive Severance Pay Plan (Effective as of January 11, 2018) and Summary Plan Description				
10.59†	Employment Agreement between the Company and Jack A. Fusco, dated May 12, 2016 (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 12, 2016)				
10.60†	Cheniere Energy, Inc. Retirement Policy, dated effective February 17, 2017 (Incorporated by reference to Exhibit 10.65 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 24, 2017)				
10.61†	Form of Indemnification Agreement for officers of the Company (Incorporated by reference to Exhibit 10.73 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 19, 2016)				
10.62†	Form of Indemnification Agreement for directors of the Company (Incorporated by reference to Exhibit 10.74 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 19, 2016)				
10.63	Amended and Restated Senior Working Capital Revolving Credit and Letter of Credit Reimbursement Agreement, dated as of September 4, 2015, among SPL, as Borrower, The Bank of Nova Scotia, as Senior Issuing Bank and Senior Facility Agent, ABN Amro Capital USA LLC, HSBC Bank USA, National Association and ING Capital LLC, as Senior Issuing Banks, Société Générale, as Swing Line Lender and Common Security Trustee, and the senior lenders party thereto from time to time (Incorporated by reference to Exhibit 10.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on September 11, 2015)				
10.64	Amended and Restated Subscription Agreement, dated as of November 26, 2014, by and among the Company, RRJ Capital II Ltd, Baytree Investments (Mauritius) Pte Ltd and Seatown Lionfish Pte. Ltd. relating to convertible PIK notes of the Company (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on December 2, 2014)				
10.65	Common Terms Agreement, dated May 13, 2015, among CCH, as Borrower, CCL, CCP, and Corpus Christi Pipeline GP, LLC, as Guarantors, Société Générale, as Term Loan Facility Agent and Intercreditor Agent and any other facility agents party thereto from time to time (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 13, 2015)				
10.66	Consent for Amendment to the Common Terms Agreement, dated September 7, 2017, among CCH, as Borrower, CCL, CCP, and Corpus Christi Pipeline GP, LLC, as Guarantors, Société Générale, as Term Loan Facility Agent and Intercreditor Agent and any other facility agents party thereto from time to time (Incorporated by reference to Exhibit 10.52 to CCH's Registration Statement on Form S-4 (SEC File No. 333-221307), filed on November 2, 2017)				
10.67	Common Security and Account Agreement, dated May 13, 2015, among CCH, as Company, CCL, CCP, and Corpus Christi Pipeline GP, LLC, as Guarantors, the Senior Creditor Group Representatives party thereto from time to time, Société Générale, as Intercreditor Agent and Security Trustee, and Mizuho Bank, Ltd, as Account Bank (Incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 13, 2015)				
10.68	Consent for Amendment to the Common Security and Account Agreement, dated September 7, 2017, among CCH, as Company, CCL, CCP, and Corpus Christi Pipeline GP, LLC, as Guarantors, the Senior Creditor Group Representatives party thereto from time to time, Société Générale, as Intercreditor Agent and Security Trustee, and Mizuho Bank, Ltd., as Account Bank (Incorporated by reference to Exhibit 10.51 to CCH's Registration Statement on Form S-4 (SEC File No. 333-221307), filed on November 2, 2017)				
10.69	Pledge Agreement, dated May 13, 2015, between CCH HoldCo I, as Pledgor, and Société Générale, as Security Trustee (Incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 13, 2015)				
10.70	Corpus Christi Liquefied Natural Gas Project Term Loan Facility Agreement, dated May 13, 2015, among CCH, as Borrower, CCL, CCP, and Corpus Christi Pipeline GP, LLC, as Guarantors, Term Lenders party thereto from time to time, and Société Générale, as Term Loan Facility Agent (Incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 13, 2015)				
10.71	Equity Contribution Agreement, dated May 13, 2015, among CCH and the Company (Incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 13, 2015)				

Exhibit No.	Description					
10.72	Registration Rights Agreement for 11.0% Senior Secured Notes due 2025, dated May 13, 2015, among the Company, CCH HoldCo II and EIG Management Company, LLC as Agent on behalf of the Note Holders (Incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 13, 2015)					
10.73	Pledge Agreement, dated May 13, 2015, among the Company, EIG Management Company, LLC, as Administrative Agent for the Note Holders, and The Bank of New York Mellon as the Collateral Agent for the Note Holders (Incorporated by reference to Exhibit 10.7 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 13, 2015)					
10.74	Pledge Agreement, dated May 13, 2015, among CCH HoldCo II, EIG Management Company, LLC, as Administrative Agent for the Note Holders, and The Bank of New York Mellon as the Collateral Agent for the Note Holders (Incorporated by reference to Exhibit 10.8 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on May 13, 2015)					
10.75	Working Capital Facility Agreement, dated as of December 14, 2016, among CCH, as Borrower, CCL, CCP, and Corpus Christi Pipeline GP, as Guarantors, The Bank of Nova Scotia, as Working Capital Facility Agent, The Bank of Nova Scotia and Sumitomo Mitsui Banking Corporation, as Issuing Banks, Mizuho Bank, Ltd., as Swing Line Lender, and the lenders party thereto from time to time (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on December 20, 2016)					
10.76	First Amendment to Working Capital Facility Agreement, dated December 20, 2016, among CCH, as Borrower, CCL, CCP, and Corpus Christi. Pipeline GP, LLC, as Guarantors, The Bank of Nova Scotia, as Working Capital Facility Agent, The Bank of Nova Scotia and Sumitomo Mitsui Banking Corporation, as Issuing Banks, Mizuho Bank, Ltd., as Swing Line Lender, and the lenders party thereto from time to time (Incorporated by reference to Exhibit 10.42 to CCH's Registration Statement on Form S-4 (SEC File No. 333-215435), filed on January 5, 2017)					
10.77	Credit and Guaranty Agreement, dated as of February 25, 2016, among Cheniere Partners, as Borrower, certain subsidiaries of Cheniere Partners, as Subsidiary Guarantors, the lenders from time to time party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Issuing Bank, Administrative Agent and Coordinating Lead Arranger, and certain arrangers and other participants (Incorporated by reference to Exhibit 10.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on March 2, 2016)					
10.78	Administrative Amendment, dated August 7, 2017, to the Credit and Guaranty Agreement among Cheniere Partners, as Borrower, certain subsidiaries of Cheniere Partners, as Subsidiary Guarantors, the lenders from time to time party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on November 9, 2017)					
10.79	Depositary Agreement, dated as of February 25, 2016, among Cheniere Partners, as Borrower, certain subsidiaries of Cheniere Partners, as Subsidiary Guarantors, MUFG Union Bank, N.A., as Collateral Agent and Depositary Bank (Incorporated by reference to Exhibit 10.2 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on March 2, 2016)					
10.80	Omnibus Amendment and Waiver, dated as of October 14, 2016, to (a) the Credit and Guaranty Agreement, dated as of February 25, 2016 among Cheniere Partners, as Borrower, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent, the lenders party thereto from time to time, and each other person party thereto from time to time and to (b) the Depositary Agreement, dated as of February 25, 2016, among Borrower, MUFG Union Bank, N.A., as Collateral Agent and Depositary Agent and each other person party thereto from time to time (Incorporated by reference to Exhibit 10.27 to Cheniere Partners' Annual Report on Form 10-K (SEC File No. 001-33366), filed on February 24, 2017)					
10.81*	Second Omnibus Amendment, dated as of September 28, 2017 to (a) the Credit and Guaranty Agreement, dated as of February 25, 2016, as amended by the Omnibus Amendment and Waiver, dated October 14, 2016, by and among Cheniere Partners, as Borrower, The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent, the lenders party thereto from time to time, and each other person party thereto from time to time, to (b) the Depositary Agreement, dated as of February 25, 2016, as amended by the Omnibus Amendment and Waiver, dated October 14, 2016, by and among Borrower, MUFG Union Bank, N.A., as Collateral Agent and Depositary Agent and each other person party thereto from time to time and to (c) the Intercreditor Agreement, dated as of February 25, 2016 by and among the Borrower, the Administrative Agent, the Collateral Agent, and each other person party thereto from time to time					
10.82	Revolving Credit Agreement, dated as of March 2, 2017, among the Company, as Borrower, the Lenders and Issuing Banks party thereto, Goldman Sachs Bank USA, Morgan Stanley Senior Funding, Inc. and SG Americas Securities, LLC, as Joint Lead Arrangers and Joint Bookrunners, and Société Générale, as Administrative Agent (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on March 8, 2017)					

Exhibit No.	Description					
10.83	Registration Rights Agreement, dated as of September 18, 2017, between Cheniere Partners, the guarantors party thereto and Credit Suisse Securities (USA) LLC (Incorporated by reference to Exhibit 10.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on September 18, 2017)					
10.84	Master Ex-Ship LNG Sales Agreement, dated April 26, 2007, between Cheniere Marketing, Inc. and Gaz de France International Trading S.A.S., including Letter Agreement, dated April 26, 2007, and Specific Order No. 1, dated April 26, 2007 (Incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 9, 2007)					
10.85	LNG Lease Agreement, dated June 24, 2008, between Cheniere Marketing, Inc. and SPLNG (Incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on August 11, 2008)					
10.86	LNG Lease Agreement, dated September 30, 2011, by and between Cheniere Marketing, LLC and Cheniere Energy Investments, LLC (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on November 7, 2011)					
10.87	Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated May 4, 2015, between SPL and Bechtel Oil, Gas and Chemicals, Inc. (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.1 to Cheniere Partners' Current Report on Form 8-K/A (SEC File No. 001-33366), filed on July 1, 2015)					
10.88	Change order to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated as of May 4, 2015, between SPL and Bechtel Oil, Gas and Chemicals, Inc.: the Change Order CO-00001 Currency and Fuel Provisional Sum Adjustment, dated June 25, 2015 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.4 to SPL's Quarterly Report on Form 10-Q (SEC File No. 333- 192373), filed on July 30, 2015)					
10.89	Change order to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated as of May 4, 2015, between SPL and Bechtel Oil, Gas and Chemicals, Inc.: the Change Order CO-00002 Credit to EPC Contract Value for TSA Work, dated September 17, 2015 (Incorporated by reference to Exhibit 10.2 to SPL's Quarterly Report on Form 10-Q (SEC File No. 333-192373), filed on October 30, 2015)					
10.90	Change order to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated as of May 4, 2015, between SPL and Bechtel Oil, Gas and Chemicals, Inc.: the Change Order CO-00003 Perimeter Fencing Scope Removal, East Meter Piping Scope Change, Additional Bathroom Facilities, dated November 18, 2015 (Incorporated by reference to Exhibit 10.45 to SPL's Annual Report on Form 10-K (SEC File No. 333-192373), filed on February 19, 2016)					
10.91	Change order to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated as of May 4, 2015, between SPL and Bechtel Oil, Gas and Chemicals, Inc.: the Change Order CO-00004 DOE Regulation Change Impacts, RECON Schedule Change, Addition of Dry Flare Connection, Fuel Gas Supply Transfer to Train 5 and East Meter Fuel Gas, dated February 18, 2016 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.3 to SPL's Quarterly Report on Form 10-Q (SEC File No. 333-192373), filed on May 5, 2016)					
10.92	Change orders to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated as of May 4, 2015, between SPL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-00005 Performance and Attendance Bonus (PAB) Incentive Program Provisional Sum, dated March 16, 2016, (ii) the Change Order CO-00006 Additional Bechtel Hours to Support RECON, Temporary Access Rd., Addition of Flash Liquid Expander, Removal of Vibration Monitor System, To-Date Reconciliation of Soils Preparation Provisional Sum, dated March 22, 2016, (iii) the Change Order CO-00007 Additional Support for FERC Document Requests, dated May 10, 2016, (iv) the Change Order CO-00008 Water System Scope Changes and Seal Design & Seal Gas Modification, dated May 4, 2016, (v) the Change Order CO-00009 Re-Orientation of PSV Bypass Valves, dated May 17, 2016, and (vi) the Change Order CO-00010 Deletion of Chlorine Analyzer, dated June 15, 2016 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.4 to SPL's Quarterly Report on Form 10-Q (SEC File No. 333-192373), filed on August 9, 2016)					
10.93	Change order to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated as of May 4, 2015, between SPL and Bechtel Oil, Gas and Chemicals, Inc.: the Change Order CO-00011 Site Drainage Design Change: Professional Service Hours, dated July 26, 2016 (Incorporated by reference to Exhibit 10.3 to SPL's Quarterly Report on Form 10- Q (SEC File No. 333-192373), filed on November 3, 2016)					

Exhibit No.	Description				
10.94	Change orders to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated as of May 4, 2015, between SPL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-00012 Addition of Check Valves to Condensate Lines and Change of Tie-in Point, dated September 12, 2016, (ii) the Change Order CO-00013 LNG Rundown Line Reroute, dated September 12, 2016, (iii) the Change Order CO-00014 Pre-EPC HAZOP Action Item Closure, dated September 27, 2016, (iv) the Change Order CO-00015 Study for Enclosed Ground Flare and Process Flare, dated September 27, 2016, (v) the Change Order CO-00016 Upgrades to Gas Turbine Generators, dated October 19, 2016, and (vi) the Change Order CO-00017 Site Drainage Design Change: Temporary Drainage Implementation, dated December 1, 2016 (Incorporated by reference to Exhibit 10.59 to SPL's Registration Statement on Form S-4 (SEC File No. 333-215882), filed on February 3, 2017)				
10.95	Change orders to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated as of May 4, 2015, between SPL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-00018 Stage 3 Process Flare Modification, dated March 10, 2017, (ii) the Change Order CO-00019 Site Drainage Design Change: Permanent Drainage Implementation, dated March 10, 2017 and (iii) the Change Order CO-00020 Soils Provisional Sum Partial True-up RECON 2, dated March 13, 2017 (Incorporated by reference to Exhibit 10.64 to SPL's Registration Statement on Form S-4 (SEC File No. 333-218646), filed on June 9, 2017)				
10.96	Change order to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated as of May 4, 2015, between SPL and Bechtel Oil, Gas and Chemicals, Inc.: the Change Order CO-00021 Soils Preparation Provisional Sum Partial True-Up RECON 3, dated August 24, 2017 (Incorporated by reference to Exhibit 10.7 to the Company's Ouarterly Report on Form 10-O (SEC File No. 001-16383), filed on November 9, 2017)				
10.97*	Change orders to the Lump Sum Turnkey Agreement for the Engineering, Procurement and Construction of the Sabine Pass LNG Stage 3 Liquefaction Facility, dated as of May 4, 2015, between SPL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-00022 OSHA Handrail and Guardrail Modifications, dated October 24, 2017, (ii) the Change Order CO-00023 Operating Spare Part Provisional Sum Closeout, dated October 31, 2017 and (iii) the Change Order CO-00024, dated November 28, 2017				
10.98	Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 1 Liquefaction Facility, dated December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc. (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on December 10, 2013)				
10.99	Change orders to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 1 Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-00001 Cost Impacts Associated with Delay in NTP, dated March 9, 2015, (ii) the Change Order CO-00002 DLE/IAC Scope Change, dated March 25, 2015, (iii) the Change Order CO-00003 Currency and Fuel Provisional Sum Closures, dated May 13, 2015 and (iv) the Change Order CO-00004 Bridging Extension Through May 17, 2015, dated May 12, 2015 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.22 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on July 30, 2015)				
10.100	Change orders to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 1 Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-00005 Revised Buildings to Include Jetty and Geo-Tech Impact to Buildings, dated June 4, 2015, (ii) the Change Order CO-00006 Marine and Dredging Execution Change, dated June 16, 2015, (iii) the Change Order CO-00007 Temporary Laydown Areas, AEP Substation Relocation, Power Monitoring System for Substation, Bollards for Power Line Poles, Multiplex Interface for AEP Hecker Station, dated June 30, 2015, (iv) the Change Order CO-00008 West Jetty Shroud and Fencing, Temporary Strainers on Loading Arms, Breasting and Mooring Analysis, Addition of Crossbar from Platform at Ethylene Bullets to Platform for PSV Deck, Reduction of Vapor Fence at Bed 22, Relocation of Gangway Tower, Changes in Dolphin Size, dated July 28, 2015, (v) the Change Order CO-00009 Post FEED Studies, dated July 1, 2015, (vi) the Change Order CO- 00010 Additional Post FEED Studies, Feed Gas ESD Valve Bypass, Flow Meter on Bog Line, Additional Simulations, FERC #43, dated July 1, 2015, (vii) the Change Order CO-00011 Credit to EPC Contract Value for TSA Work, dated July 7, 2015, and (viii) the Change Order CO-00012 Reduction of Provisional Sum for Operating Spares, Liquid Condensate Tie-In, Automatic Shut-Off Valve in Condensate Truck Fill Line, Firewater Monitor and Hydrant Coverage Test, dated August 11, 2015 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on October 30, 2015)				

Exhibit No.	Description					
10.101	Change order to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 1 Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: the Change Order CO-00013 Change in FEED Gas Tie-In, Utility Water and Potable Water Tie-In Changes, Ditch Design at Permanent Buildings, Koch Pipeline Cover, Monitoring of Raw Water Lake During Piling, Card Readers and Muster Points, Additional Asphalt in the Temporary Facilities Area, FAA Lighting and Marking, FERC Condition 84, dated October 13, 2015 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.134 to the Company's Annual Report on Form 10-K (SEC File No. 001-16383), filed on February 19, 2016)					
10.102	Change orders to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 1 Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-00014 Stage 1 Isolation, dated January 11, 2016, (ii) the Change Order CO-00015 IAC Conversion to Lump Sum, dated January 20, 2016, and (iii) the Change Order CO-00016 Permanent Plant Buildings, dated January 20, 2016 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 5, 2016)					
10.103	Change orders to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 1 Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-00017 Process and Utility Tie-Ins Studies and Associated Scopes (138 kV Pricing, Transfer Line, Connections for Future LNG Truck Loading Facility), dated May 24, 2016, (ii) the Change Order CO-00018 FERC Conditions 40, 63, 64, 80, dated May 4, 2016, (iii) the Change Order CO-00019 Trelleborg Marine Equipment, BOG Compressor Tie-In, Multiplexer Credit, Additional FERC Hours, dated May 4, 2016, and (iv) the Change Order CO-00020 Impact Due to Overhead Power Transmission Lines on La Quinta Road and Flare System Modification Evaluation, dated May 31, 2016 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.8 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on August 9, 2016)					
10.104	Change orders to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 1 Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-00022 Permanent Plant Building Modifications, dated June 20, 2016 and (ii) the Change Order CO-00024 N2 Dewar Interface, Temporary Power to Air Cooler, Condensate Pipeline Maximum Allowable Operating Pressure, dated June 28, 2016 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on November 3, 2016)					
10.105	Change orders to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 1 Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-00026 Changes to Outfall (P1, P2, and P5) to LaQuinta Ditch, dated August 31, 2016, (ii) the Change Order CO-00028 Anti-Dumping Duties, dated September 26, 2016, and (iii) the Change Order CO-00029 Additional Flare System Evaluation, dated September 26, 2016 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment) (Incorporated by reference to Exhibit 10.12 to CCH's Registration Statement on Form S-4 (SEC File No. 333-215435), filed on January 5, 2017)					
10.106	Change orders to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 1 Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-00021 Secondary Access Road, DMPA-1 Scope and Use, Credit for Material Disposal, Power Pole Relocation, dated June 29, 2016, (ii) the Change Order CO-00023 Differing Soil Conditions and Bed 24 Over-Excavation Due to Differing Soil Condition, dated June 29, 2016, (ii) the Change Order CO-00025 Priority 6 Roads Differing Soil Conditions and 102-J01 Over-Excavation due to Differing Soil Conditions, dated August 23, 2016, (iv) the Change Order CO-00027 Lines Traversing Laydown Area Access Road and Underground Utilities for Temporary Facilities, dated September 26, 2016, and (v) the Change Order CO-00032 Integrated Security System, dated February 3, 2017 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.45 to Amendment No. 1 to CCH's Registration Statement on Form S-4/A (SEC File No. 333-215435), filed on March 8, 2017)					
10.107	Change order to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 1 Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: the Change Order CO-00030, dated November 1, 2016 (Incorporated by reference to Exhibit 10.46 to Amendment No. 1 to CCH's Registration Statement on Form S-4/A (SEC File No. 333-215435), filed on March 8, 2017)					

Exhibit No.	Description
10.108	Change order to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: the Change Order CO-00031 Flar System Modification Implementation, dated January 17, 2017 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.48 to Amendment No. 2 to CCH's Registration Statemen on Form S-4/A (SEC File No. 333-215435), filed on March 23, 2017)
10.109	Change order to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-0003 Marine Ground Flare, dated February 27, 2017 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a reques for confidential treatment.) (Incorporated by reference to Exhibit 10.4 to CCH's Quarterly Report on Form 10-Q (SEC File No. 333-215435), file on May 4, 2017)
10.110	Change orders to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-0003- Condensate Tie-In, Utility Water Tie-In, and Feed Gas Tie-In Relocation, dated April 18, 2017 and (ii) the Change Order CO-00035 Nitrogen Tie In Relocation, dated April 21, 2017 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporated by reference to Exhibit 10.1 to CCH's Quarterly Report on Form 10-Q (SEC File No. 333-215435), filed of August 8, 2017)
10.111	Change orders to the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage Liquefaction Facility, dated as of December 6, 2013, between CCL and Bechtel Oil, Gas and Chemicals, Inc.: (i) the Change Order CO-0003 Security Fencing Revisions, 138kV Overhead Power Stop Work, Additional Permanent Plant Access Control System Changes, and Wet/Dry Flare Expansion Loop Relocation, dated August 3, 2017 and (ii) the Change Order CO-00037 9% Nickel Lump Sum Conversion, dated September 14 2017 (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.) (Incorporate by reference to Exhibit 10.50 to CCH's Registration Statement on Form S-4 (SEC File No. 333-221307), filed on November 2, 2017)
10.112*	Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stag 2 Liquefaction Facility, dated December 12, 2017, by and between CCL and Bechtel Oil, Gas and Chemicals, Inc. (Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.)
10.113	GDF Transatlantic Option Agreement, dated April 26, 2007, between Cheniere Marketing, Inc. and Gaz de France International Trading S.A.S (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 9, 2007)
10.114	LNG Sale and Purchase Agreement (FOB), dated November 21, 2011, between SPL (Seller) and Gas Natural Aprovisionamientos SDG S.A (subsequently assigned to Gas Natural Fenosa LNG GOM, Limited) (Buyer) (Incorporated by reference to Exhibit 10.1 to Cheniere Partners Current Report on Form 8-K (SEC File No. 001-33366), filed on November 21, 2011)
10.115	Amendment No. 1 of LNG Sale and Purchase Agreement (FOB), dated April 3, 2013, between SPL (Seller) and Gas Natural Aprovisionamientos SDG S.A. (subsequently assigned to Gas Natural Fenosa LNG GOM, Limited) (Buyer) (Incorporated by reference to Exhibit 10.1 to Chenier Partners' Quarterly Report on Form 10-Q (SEC File No. 001-33366), filed on May 3, 2013)
10.116	Amendment of LNG Sale and Purchase Agreement (FOB), dated January 12, 2017, between SPL (Seller) and Gas Natural Fenosa LNG GOM Limited (assignee of Gas Natural Aprovisionamientos SDG S.A.) (Buyer) (Incorporated by reference to Exhibit 10.3 to SPL's Registration Statement on Form S-4 (SEC File No. 333-215882), filed on February 3, 2017)
10.117	LNG Sale and Purchase Agreement (FOB), dated December 11, 2011, between SPL (Seller) and GAIL (India) Limited (Buyer) (Incorporated b reference to Exhibit 10.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on December 12, 2011)
10.118	Amendment No. 1 of LNG Sale and Purchase Agreement (FOB), dated February 18, 2013, between SPL (Seller) and GAIL (India) Limite (Buyer) (Incorporated by reference to Exhibit 10.18 to Cheniere Partners' Annual Report on Form 10-K (SEC File No. 001-33366), filed on February 22, 2013)
10.119	Amended and Restated LNG Sale and Purchase Agreement (FOB), dated January 25, 2012, between SPL (Seller) and BG Gulf Coast LNG, LL (Buyer) (Incorporated by reference to Exhibit 10.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on Januar 26, 2012)

Exhibit No.	Description					
10.120	Letter agreement, dated May 12, 2016, amending the Amended and Restated LNG Sale and Purchase Agreement (FOB) between SPL and BG Gulf Coast LNG, LLC dated January 25, 2012 (Incorporated by reference to Exhibit 10.7 to SPL's Registration Statement on Form S-4 (SEC File No. 333-215882), filed on February 3, 2017)					
10.121	LNG Sale and Purchase Agreement (FOB), dated January 30, 2012, between SPL (Seller) and Korea Gas Corporation (Buyer) (Incorporated by reference to Exhibit 10.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on January 30, 2012)					
10.122	Amendment No. 1 of LNG Sale and Purchase Agreement (FOB), dated February 18, 2013, between SPL (Seller) and Korea Gas Corporation (Buyer) (Incorporated by reference to Exhibit 10.19 to Cheniere Partners' Annual Report on Form 10-K (SEC File No. 001-33366), filed on February 22, 2013)					
10.123	Amended and Restated LNG Sale and Purchase Agreement (FOB), dated August 5, 2014, between SPL (Seller) and Cheniere Marketing, LLC (Buyer) (Incorporated by reference to Exhibit 10.1 to SPL's Current Report on Form 8-K (SEC File No. 333-192373), filed on August 11, 2014)					
10.124	Letter agreement, dated December 8, 2016, amending the Amended and Restated LNG Sale and Purchase Agreement (FOB), dated August 5, 2014, between SPL and Cheniere Marketing International LLP (as assignee of Cheniere Marketing, LLC) (Incorporated by reference to Exhibit 10.14 to SPL's Annual Report on Form 10-K (SEC File No. 333-192373), filed on February 24, 2017)					
10.125	LNG Sale and Purchase Agreement (FOB), dated April 1, 2014, between CCL (Seller) and Endesa Generación, S.A. (Buyer) (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on April 2, 2014)					
10.126	LNG Sale and Purchase Agreement (FOB), dated April 7, 2014, between CCL (Seller) and Endesa S.A. (Buyer) (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on April 8, 2014)					
10.127	Assignment and Amendment Agreement, dated April 7, 2014, among Endesa Generación S.A., Endesa S.A. and CCL (Incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on May 1, 2014)					
10.128	Amendment No. 1 of LNG Sale and Purchase Agreement (FOB), dated July 23, 2015, between Endesa S.A. (Buyer) and CCL (Seller) (Incorporated by reference to Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on October 30, 2015)					
10.129	Amendment No. 2 of LNG Sale and Purchase Agreement (FOB), dated July 23, 2015, between Endesa S.A. (Buyer) and CCL (Seller) (Incorporated by reference to Exhibit 10.10 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on October 30, 2015)					
10.130	Amended and Restated LNG Sale and Purchase Agreement (FOB), dated March 20, 2015, between CCL (Seller) and PT Pertamina (Persero) (Buyer) (Incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on April 30, 2015)					
10.131	Amendment No. 1, dated February 4, 2016, to Amended and Restated LNG Sale and Purchase Agreement (FOB) between CCL and PT Pertamina (Persero), dated March 20, 2015 (Incorporated by reference to Exhibit 10.22 to CCH's Registration Statement on Form S-4 (SEC File No. 333-215435), filed on January 5, 2017)					
10.132	LNG Sale and Purchase Agreement (FOB), dated June 2, 2014, between CCL (Seller) and Gas Natural Fenosa LNG SL (subsequently assigned to Gas Natural Fenosa LNG GOM, Limited) (Buyer) (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on June 2, 2014)					
10.133	Amended and Restated Base LNG Sale and Purchase Agreement (FOB), dated as of November 28, 2014, between CCL and Cheniere Marketing International LLP (Incorporated by reference to Exhibit 10.32 to CCH's Registration Statement on Form S-4 (SEC File No. 333-215435), filed on January 5, 2017)					
10.134	Amendment No. 1, dated June 26, 2015, to Amended and Restated Base LNG Sale and Purchase Agreement (FOB), dated as of November 28, 2014, between CCL and Cheniere Marketing International LLP (Incorporated by reference to Exhibit 10.33 to CCH's Registration Statement on Form S-4 (SEC File No. 333-215435), filed on January 5, 2017)					
10.135	Amendment No. 2, dated December 27, 2016, to Amended and Restated Base LNG Purchase Agreement (FOB), dated as of November 28, 2014, between CCL and Cheniere Marketing International LLP (Incorporated by reference to Exhibit 10.34 to CCH's Registration Statement on Form S- 4 (SEC File No. 333-215435), filed on January 5, 2017)					
10.136	Amended and Restated Foundation Customer LNG Sale and Purchase Agreement (FOB), dated as of November 28, 2014 between CCL and Cheniere Marketing International LLP (Incorporated by reference to Exhibit 10.35 to CCH's Registration Statement on Form S-4 (SEC File No. 333-215435), filed on January 5, 2017)					

Exhibit No.	Description				
10.137	Amendment No. 1, dated June 26, 2015, to Amended and Restated Foundation Customer LNG Sale and Purchase Agreement (FOB), dated as of November 28, 2014 between CCL and Cheniere Marketing International LLP (Incorporated by reference to Exhibit 10.36 to CCH's Registration Statement on Form S-4 (SEC File No. 333-215435), filed on January 5, 2017)				
10.138	Amendment No. 2, dated December 27, 2016, to Amended and Restated Foundation Customer LNG Sale and Purchase Agreement (FOB), dated as of November 28, 2014, between CCL and Cheniere Marketing LLP (Incorporated by reference to Exhibit 10.37 to CCH's Registration Statement on Form S-4 (SEC File No. 333-215435), filed on January 5, 2017)				
10.139	Cooperative Endeavor Agreement & Payment in Lieu of Tax Agreement with eleven Cameron Parish taxing authorities, dated October 23, 2007, by and between Cheniere Marketing, Inc. and SPLNG (Incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q (SEC File No. 001-16383), filed on November 6, 2007)				
10.140	Investors' and Registration Rights Agreement, dated as of July 31, 2012, by and among the Company, Cheniere Energy Partners GP, LLC, Cheniere Partners, Cheniere Class B Units Holdings, LLC, Blackstone CQP Holdco LP and the other investors party thereto from time to time (Incorporated by reference to Exhibit 10.1 to Cheniere Partners' Current Report on Form 8-K (SEC File No. 001-33366), filed on August 6, 2012)				
10.141	Fourth Amended and Restated Agreement of Limited Partnership of Cheniere Partners, dated February 14, 2017 (Incorporated by reference to Exhibit 3.1 to Cheniere Partners' Current Report on Form 8-K (File No. 001-33366) filed on February 21, 2017)				
10.142	Amended and Restated Limited Liability Company Agreement of Cheniere Holdings, dated December 13, 2013 (Incorporated by reference to Exhibit 3.1 to Cheniere Holdings' Current Report on Form 8-K (SEC File No. 001-36234), filed on December 18, 2013)				
10.143	Amended and Restated Limited Liability Company Agreement of Cheniere GP Holding Company, LLC, dated December 13, 2013 (Incorporated by reference to Exhibit 10.3 to Cheniere Holdings' Current Report on Form 8-K (SEC File No. 001-36234), filed on December 18, 2013)				
10.144	Nomination and Standstill Agreement, dated August 21, 2015, by and between the Company, Icahn Partners Master Fund LP, Icahn Partners LP, Icahn Onshore LP, Icahn Offshore LP, Icahn Capital LP, IPH GP LLC, Icahn Enterprises Holdings LP, Icahn Enterprises G.P. Inc., Beckton Corp., High River Limited Partnership, Hopper Investments LLC, Barberry Corp., Carl C. Icahn, Jonathan Christodoro and Samuel Merksamer (Incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K (SEC File No. 001-16383), filed on August 24, 2015)				
21.1*	Subsidiaries of the Company				
23.1*	Consent of KPMG LLP				
31.1*	Certification by Chief Executive Officer required by Rule 13a-14(a) and 15d-14(a) under the Exchange Act				
31.2*	Certification by Chief Financial Officer required by Rule 13a-14(a) and 15d-14(a) under the Exchange Act				
32.1**	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				
32.2**	Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				
101.INS*	XBRL Instance Document				
101.SCH*	XBRL Taxonomy Extension Schema Document				
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB*	XBRL Taxonomy Extension Labels Linkbase Document				
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document				

^{*} Filed herewith.

** Furnished herewith.

† Management contract or compensatory plan or arrangement.

CHENIERE ENERGY, INC.

CONDENSED BALANCE SHEETS (in millions)

	December 31,			
	 2017		2016	
ASSETS				
Cash and cash equivalents	\$ —	\$	—	
Non-current restricted cash	—		7	
Property, plant and equipment, net	15		15	
Debt issuance and deferred financing costs, net	12		_	
Investments in affiliates	(435)		(145)	
Total assets	\$ (408)	\$	(123)	
LIABILITIES AND STOCKHOLDERS' DEFICIT				
Current liabilities				
	\$ 8	\$	8	
Long-term debt, net	1,348		1,265	
Stockholders' deficit	(1,764)		(1,396)	
Total liabilities and stockholders' deficit	\$ (408)	\$	(123)	

The accompanying notes are an integral part of these condensed financial statements.

CHENIERE ENERGY, INC.

CONDENSED STATEMENTS OF OPERATIONS (in millions)

		Year Ended December 31,			
	2017		2016		2015
General and administrative expense	\$	7	\$ 6	\$	_
Other income (expense)					
Interest expense, net	(11	8)	(104)	(93)
Interest expense, net-affiliates	-	_	(7)	(9)
Interest income—affiliates	-	_	24		34
Equity loss of affiliates	(26	8)	(517)	(907)
Total other expense	(38	6)	(604)	(975)
Net loss attributable to common stockholders	\$ (39	3)	\$ (610) \$	(975)

The accompanying notes are an integral part of these condensed financial statements.

CHENIERE ENERGY, INC.

CONDENSED STATEMENTS OF CASH FLOWS (in millions)

	Year Ended December 31,			
	 2017	2016	2015	
Net cash used in operating activities	\$ (4)	\$ (102)	\$ (176)	
Cash flows from investing activities				
Investments in affiliates	 209	202	(181)	
Net cash provided by (used in) investing activities	209	202	(181)	
Cash flows from financing activities				
Proceeds from issuance of debt	_	—	500	
Debt issuance and deferred financing costs	(15)	—	(4)	
Distribution and dividends to non-controlling interest	(185)	(80)	(80)	
Proceeds from exercise of stock options	—	—	2	
Payments related to tax withholdings for share-based compensation	(12)	(20)	(61)	
Other	 _		1	
Net cash provided by (used in) financing activities	(212)	(100)	358	
Net increase (decrease) in cash, cash equivalents and restricted cash	(7)	_	1	
Cash, cash equivalents and restricted cash-beginning of period	7	7	6	
Cash, cash equivalents and restricted cash-end of period	\$ _	\$ 7	\$ 7	

Balances per Condensed Balance Sheets:

		December 31			
	201	7	2016		
Cash and cash equivalents	\$	\$	_		
Non-current restricted cash		—	7		
Total cash, cash equivalents and restricted cash	\$	— \$	7		

The accompanying notes are an integral part of these condensed financial statements.

CHENIERE ENERGY, INC.

NOTES TO CONDENSED FINANCIAL STATEMENTS

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Condensed Financial Statements represent the financial information required by Securities and Exchange Commission Regulation S-X 5-04 for Cheniere.

In the Condensed Financial Statements, Cheniere's investments in affiliates are presented under the equity method of accounting. Under this method, the assets and liabilities of affiliates are not consolidated. The investments in net assets of the affiliates are recorded on the Condensed Balance Sheets. The loss from operations of the affiliates is reported on a net basis as investment in affiliates (investment in and equity in net losses of affiliates).

A substantial amount of Cheniere's operating, investing and financing activities are conducted by its affiliates. The Condensed Financial Statements should be read in conjunction with Cheniere's Consolidated Financial Statements.

NOTE 2-DEBT

As of December 31, 2017 and 2016, our debt consisted of the following (in millions):

	December 31,			
	2017		2016	
Long-term debt:				
4.875% Convertible Unsecured Notes due 2021, net of unamortized discount of \$121 and \$146	\$	1,040	\$	960
4.25% Convertible Senior Notes due 2045, net of unamortized discount of \$314 and \$317		311		308
\$750 million Cheniere Revolving Credit Facility				—
Unamortized debt issuance costs		(3)		(3)
Total long-term debt, net	\$	1,348	\$	1,265

Below is a schedule of future principal payments that we are obligated to make on our outstanding debt aDecember 31, 2017 (in millions):

Years Ending December 31,	Prin	cipal Payments
2018	\$	—
2019		_
2020		_
2021		1,161
2022		—
Thereafter		625
Total	\$	1,786

In October 2016, Cheniere LNG Terminals, LLC ("Cheniere Terminals"), a wholly owned subsidiary of Cheniere, forgave Cheniere's total previously outstanding current debt—affiliate balance, which was composed of a \$94 million note and \$57 million in related accumulated interest payable to Cheniere Terminals. This \$151 million forgiveness of debt during the year ended December 31, 2016 was recorded as a non-cash equity contribution to our subsidiaries on our Condensed Balance Sheet.

NOTE 3—GUARANTEES

Obligations under Certain Guarantee Contracts

Cheniere and certain of its subsidiaries enter into guarantee arrangements in the normal course of business to facilitate transactions with third parties. These arrangements include financial guarantees, letters of credit and debt guarantees. As of December 31, 2017 and 2016, there were no liabilities recognized under these guarantee arrangements.

CHENIERE ENERGY, INC.

NOTES TO CONDENSED FINANCIAL STATEMENTS—CONTINUED

NOTE 4 — SUPPLEMENTAL CASH FLOW INFORMATION

The following table provides supplemental disclosure of cash flow information (in millions):

	Year Ended December 31,				
	 2017		2016		2015
Non-cash capital contributions (1)	\$ (268)	\$	(517)	\$	(907)
Non-cash capital contribution from subsidiaries for forgiveness of debt	_		151		_
Non-cash capital distribution to subsidiaries for forgiveness of debt			(868)		_
Issuance of stock to acquire additional interest in Cheniere Holdings	2		94		_

(1) Amounts represent equity losses of affiliates.

ITEM 16.	FORM	10-K
	SUMMARY	

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CHENIERE ENERGY, INC. (Registrant)

By: /s/ Jack A. Fusco Jack A. Fusco President and Chief Executive Officer (Principal Executive Officer) Date: February 20, 2018

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	Title	Date
/s/ Jack A. Fusco Jack A. Fusco	President and Chief Executive Officer and Director (Principal Executive Officer)	February 20, 2018
/s/ Michael J. Wortley Michael J. Wortley	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	February 20, 2018
/s/ Leonard Travis Leonard Travis	Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 20, 2018
/s/ G. Andrea Botta G. Andrea Botta	Chairman of the Board	February 20, 2018
/s/ Vicky A. Bailey Vicky A. Bailey	Director	February 20, 2018
/s/ Nuno Brandolini Nuno Brandolini	Director	February 20, 2018
/s/ Andrew Langham Andrew Langham	Director	February 20, 2018
/s/ David I. Foley David I. Foley	Director	February 20, 2018
/s/ David B. Kilpatrick David B. Kilpatrick	Director	February 20, 2018
/s/ John J. Lipinski John J. Lipinski	Director	February 20, 2018
/s/ Donald F. Robillard, Jr. Donald F. Robillard, Jr.	Director	February 20, 2018
/s/ Neal A. Shear Neal A. Shear	Director	February 20, 2018
/s/ Heather R. Zichal Heather R. Zichal	Director	February 20, 2018

Exhibit 10.58

AMENDED AND RESTATED CHENIERE ENERGY, INC. KEY EXECUTIVE SEVERANCE PAY PLAN (EFFECTIVE AS OF JANUARY 11, 2018) AND SUMMARY PLAN DESCRIPTION

AMENDED AND RESTATED CHENIERE ENERGY, INC. KEY EXECUTIVE SEVERANCE PAY PLAN (EFFECTIVE AS OF JANUARY 11, 2018) AND SUMMARY PLAN DESCRIPTION

SECTION 1 PURPOSE

The purpose of the Plan is to provide Severance Benefits to each Executive whose employment is terminated as a result of a Qualifying Termination and Change in Control Benefits to each Executive upon a Change in Control, as applicable. The Plan is not intended to provide Severance Benefits to any individual who is not an Executive and who does not suffer a Qualifying Termination. The Plan, as a "severance pay arrangement" as defined in Section 3(2)(B)(i) of ERISA, is intended to be and shall be administered and maintained as an unfunded welfare benefit plan under Section 3(1) of ERISA. The Plan is intended to be a "top hat" plan under ERISA. The document serves as both the formal Plan document and the summary plan description. The Plan originally became effective on January 1, 2017. This amendment and restatement of the Plan is effective January 11, 2018.

SECTION 2

DEFINITIONS

For purposes of the Plan, the following terms shall have the following meanings:

2.1 "Affiliate" shall mean a corporation or other entity that, directly or through one or more intermediaries, controls, is controlled by or is under common control with, the Company.

2.2 "Annual Base Pay" shall mean, as it relates to any Executive, such Executive's gross annual base salary as reflected in the Company's records and as in effect immediately prior to the Qualifying Termination.

2.3 "Annual Bonus" shall mean the amount of the Executive's annual cash bonus for the applicable calendar year.

2.4 "Cause" shall mean, with respect to an Executive, that such Executive experiences a Termination as a result of any of the following:

(a) the willful commission by the Executive of a crime or other act of misconduct that causes or is likely to cause substantial economic damage to the Company or an Affiliate or substantial injury to the business reputation of the Company or an Affiliate;

(b) the commission by the Executive of an act of fraud in the performance of the Executive's duties on behalf of the Company or an Affiliate;

(c) the willful and material violation by the Executive of the Company's Code of Business Conduct and Ethics Policy; or

(d) the continuing and repeated failure of the Executive to perform his or her duties to the Company or an Affiliate, including by reason of the Executive's habitual absenteeism (other than such failure resulting from the Executive's incapacity due to physical or mental illness), which failure has continued for a period of at least thirty (30) days following delivery of a written demand for substantial performance to the Executive by the Board which specifically identifies the manner in which the Board believes that the Executive has not performed his or her duties;

provided, however, that, notwithstanding anything to the contrary in this Plan, for purposes of determining whether "Cause" exists under this Plan, no act, or failure to act, on the part of the Executive shall be considered "willful" unless done or omitted to be done by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interest of the Company or an Affiliate, as the case may be.

The determination of whether Cause exists with respect to an Executive shall be made by the Board (or its designee) in its sole discretion.

- **2.5 "Board**" shall mean the Board of Directors of the Company.
- **2.6** "Change in Control" shall mean the occurrence of any one of the following events:

(a) any "person" (as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and as modified in Section 13(d) and 14(d) of the Exchange Act) other than (A) the Company or any Affiliate, (B) any employee benefit plan of the Company or of any Affiliate, (C) an entity owned, directly or indirectly, by stockholders of the Company in substantially the same proportions as their ownership of the Company, or (D) an underwriter temporarily holding securities pursuant to an offering of such securities (a "**Person**"), becomes the "beneficial owner" (as defined in Rule 13d-3(a) of the Exchange Act), directly or indirectly, of securities of the Company representing 50.1% or more of the shares of voting stock of the Company then outstanding; or

(b) the consummation of any merger, organization, business combination or consolidation of the Company with or into any other company, other than a merger, reorganization, business combination or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto holding securities which represent immediately after such merger, reorganization, business combined voting power of the voting securities of the Company or the surviving company or the parent of such surviving company; or

(c) the consummation of a sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition if the holders of the voting securities of the Company outstanding immediately prior thereto hold securities immediately thereafter which represent more than 50% of the combined voting power of the voting securities of the acquiror, or parent of the acquiror, of such assets, or the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company; or

(d) individuals who, as of the Effective Date, constitute the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board; *provided*, *however*, that any individual becoming a director subsequent to the date of this Plan whose nomination by the Board was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an election contest or threatened election contest with respect to the election or removal of directors or other solicitation of proxies or consents by or on behalf of a person other than the Board.

Notwithstanding the foregoing, a Change in Control shall not occur or be deemed to occur if any event set forth in subsections (a) - (d) above, that would otherwise constitute a Change in Control occurs as a direct result of the consummation of a transaction solely between the Company and one or more of its controlled Affiliates.

Notwithstanding the foregoing, however, in any circumstance or transaction in which compensation payable pursuant to this Plan would be subject to the income tax under the Section 409A Rules if the foregoing definition of "Change in Control" were to apply, but would not be so subject if the term "Change in Control" were defined herein to mean a "change in control event" within the meaning of Treasury Regulation § 1.409A-3(i)(5), then "Change in Control" means, but only to the extent necessary to prevent such compensation from becoming subject to the income tax under the Section 409A Rules, a transaction or circumstance that satisfies the requirements of both (1) a Change in Control under the applicable clause (a) through (d) above, and (2) a "change in control event" within the meaning of Treasury Regulation § 1.409A-3(i)(5).

2.7 "Change in Control Benefit" shall mean the acceleration of vesting of outstanding Incentive Awards that may become available under Section 3.2.

2.8 "COBRA" shall mean Section 4980B of the Code and Part 6 of Subtitle B of Title I of ERISA.

2.9 "Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and administrative guidance promulgated thereunder.

2.10 "Company" shall mean Cheniere Energy, Inc.

2.11 "Continued Benefits" shall mean the continuation of subsidized health benefits to be provided in a manner as determined by the Plan Administrator in its sole discretion.

2.12 "Effective Date" shall mean the original effective date of this Plan, January 1, 2017.

2.13 "Employer" shall mean, as it relates to any Executive on any date, the Company or Related Employer that employs the Executive on such date.

2.14 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations and administrative guidance promulgated thereunder.

2.15 "Executive" shall mean an individual who is (i) a common law U.S.-based employee of the Company or of a Related Employer and (ii) an executive or vice president of the Company or of a Related Employer.

2.16 "Executive Multiplier" shall mean:

(a) in the case of a Qualifying Termination not during the Protection Period, (i) two (2), with respect to the Chief Executive Officer of the Company, (ii) one and one-half (1.5), with respect to any Executive (A) that reports directly to the Chief Executive Officer of the Company or (B) is otherwise a senior vice president of or an executive vice president of the Company or such other equivalent thereof (including, by way of example, the General Counsel of the Company) and also an officer of the Company, and (iii) one (1), with respect to an Executive not covered under either clause (i) or (ii) hereof; and

(b) in the case of a Qualifying Termination during the Protection Period, (i) three (3), with respect to the Chief Executive Officer of the Company, (ii) two (2), with respect to any Executive (A) that reports directly to the Chief Executive Officer or (B) is otherwise a senior vice president of or an executive vice president of the Company or such other equivalent thereof (including, by way of example, the General Counsel of the Company) and also an officer of the Company, and (iii) one and one-half (1.5), with respect to an Executive not covered under either clause (i) or (ii) hereof.

2.17 "Good Reason" shall mean as to any Executive,

(a) Prior to a Change in Control, the occurrence of any of the following events or conditions:

(i) a material diminution in the Executive's authority, duties, or responsibilities with the Company or the applicable Related Employer;

(ii) a reduction by the Company or the applicable Related Employer in the Executive's Annual Base Pay of more than five percent (5%) (other than a reduction that is part of reductions in Annual Base Pay for Executives generally); or

(iii) the requirement by the Company or the applicable Related Employer that the principal place of business at which the Executive performs his or her duties be permanently changed to a location more than fifty (50) miles from his or her then current principal place of business.

(b) Upon or following a Change in Control, the occurrence of any of the following events or conditions:

(i) a change in the Executive's status, title, position or responsibilities, including reporting responsibilities which represents a substantial reduction of his or her status, title, position or responsibilities as in effect immediately prior thereto;

(ii) the removal from or failure to re-elect the Executive to the office or position in which he or she last served, unless such removal or failure to re-elect is by reason of

removal or failure to re-elect (I) for Cause, (II) as a result of the Executive's death or disability, or (III) voluntary resignation by or request for removal by the Executive from such office or position;

(iii) the assignment to the Executive of any duties, responsibilities, or reporting requirements which are materially adverse with his or her position with the Company or the applicable Related Employer, or any material diminishment, on a cumulative basis, of the Executive's overall duties, responsibilities, or status;

Pay; or

(iv) a material reduction by the Company or the applicable Related Employer in the Executive's Annual Base

(v) the requirement by the Company or the applicable Related Employer that the principal place of business at which the Executive performs his or her duties be changed to a location more than fifty (50) miles from his or her then current principal place of business.

Notwithstanding any of the foregoing, an Executive cannot terminate his or her employment for Good Reason unless he or she has provided written notice to the Company of the existence of the circumstances alleged to constitute Good Reason within thirty (30) days of the initial existence of such circumstances and the Company has had at least thirty (30) days from the date on which such notice is provided to cure such circumstances. In the event the Company does not timely cure such circumstances and if the Executive does not terminate his or her employment for Good Reason within ninety (90) days after the first occurrence of the applicable circumstances, then the Executive will be deemed to have waived his or her right to terminate for Good Reason with respect to such circumstances.

2.18 "Incentive Award" shall mean (a) any equity award (other than a new hire award), equity-based award (including any such equity-based award settled in cash) (other than a new hire award), and annual award, in each case granted on or after the Effective Date and (b) any new hire award and retention award, regardless of the grant date, in all cases granted pursuant to a Company plan, arrangement or agreement.

2.19 "Lookback Period" shall mean the three (3) month portion of the Protection Period that precedes the Change in Control.

2.20 "**Plan**" shall mean the Cheniere Energy, Inc. Key Executive Severance Pay Plan (Effective as of January 1, 2017), as the same may be amended from time to time.

2.21 "Plan Administrator" shall mean the Company or such person or committee appointed thereby to administer the Plan.

2.22 "Plan Year" shall mean the calendar year.

2.23 "**Prorated Target Bonus Amount**" means the Executive's Target Bonus, if any, for the year in which the Qualifying Termination occurs multiplied by a fraction, the numerator of which is the number of days during such year that have elapsed prior to such Qualifying Termination and the denominator of which is 365.

2.24 "**Protection Period**" shall mean the period beginning three (3) months prior to a Change in Control and ending two (2) years after such Change in Control.

2.25 "Qualifying Termination" shall mean the Termination of an Executive either (a) by the Company or, if applicable, the Employer, in either case without Cause at a time when the Executive is otherwise willing and able to continue in employment or (b) by the Executive for Good Reason. In no event shall a Termination of an Executive as a result of (w) such Executive's death, (x) such Executive's disability, (y) Termination by the Company or a Related Employer of such Executive for Cause, or (z) Termination by the Executive other than for Good Reason constitute a Qualifying Termination.

2.26 "**Related Employer**" shall mean (a) an Affiliate that is a member of a controlled group of corporations (as defined in section 414(b) of the Code) that includes the Company, (b) an Affiliate (whether or not incorporated) that is in common control (as defined in section 414(c) of the Code) with the Company, or (c) an Affiliate that is a member of the same affiliated service group (as defined in section 414(m) of the Code) as the Company.

2.27 "**Release Agreement**" shall mean the agreement which an Executive must execute in order to receive Change in Control or Severance Benefits under the Plan which shall be in a form similar to that attached as Exhibit A hereto and acceptable to the Company.

2.28 "Section 409A Rules" shall mean Section 409A of the Code and the regulations and administrative guidance promulgated thereunder.

2.29 "Severance Benefits" shall mean (a) the Severance Pay, (b) the Continued Benefits, (c) the acceleration of vesting of outstanding Incentive Awards that may become available under Section 5.5, (d) the Prorated Target Bonus Amount, (e) the amount of the Executive's unpaid Annual Bonus (if any) for the year prior to the year in which the Qualifying Termination occurs to the extent earned based on actual performance achieved and (f) such outplacement services (if any) as may be provided or made available under Section 5.6.

2.30 "Severance Pay" shall mean, with respect to an applicable Executive, an amount equal to the product of (a) the Executive's Executive Multiplier multiplied by (b) the sum of such Executive's (i) Annual Base Pay plus (ii) full amount of the Executive's Target Bonus for the year of the Qualifying Termination.

2.31 "Target Bonus" shall mean the amount of the Executive's "target" annual cash bonus for the applicable year.

2.32 "Termination" shall mean a "separation from service" as defined in the Section 409A Rules of an Executive with respect to the Company and its Affiliates and which separation both the Employer and Executive reasonably believe to be permanent.

2.33 "Termination Date" shall mean the date the applicable Executive experiences a Termination.

SECTION 3 CHANGE IN CONTROL BENEFIT

3.1 Eligibility for Change in Control Benefit

Subject to the terms and conditions of the Plan, an Executive will become entitled to the Change in Control Benefit under the Plan only if he or she remains continuously employed with the Company and the Related Employers from the date of his or her commencement of participation in the Plan through the date of a Change in Control.

3.2 Treatment of Outstanding Incentive Awards

(a) Subject to the terms of the Plan and, except as otherwise provided in this Section 3.2, notwithstanding the terms of any Company plan or award agreement thereunder or other agreement or arrangement to the contrary, with respect to each Executive eligible for the Change in Control Benefit, such Executive shall be entitled to:

(i) all of the Executive's outstanding unvested time-based Incentive Awards will automatically vest in full as of the date of the Change in Control,

(ii) the Executive's outstanding unvested performance-based Incentive Awards that vest based on total shareholder return ("**TSR**") will vest as of the date of the Change in Control based on actual TSR as of the date of the Change in Control, and

(iii) the Executive's outstanding unvested performance-based Incentive Awards that vest as of the date of the Change in Control based on performance metrics other than TSR will vest at the target level for such Incentive Awards.

(b) Notwithstanding anything in this Section 3.2 to the contrary, (i) to the extent an applicable Incentive Award agreement, plan or similar agreement governing an Executive's outstanding Incentive Awards provides for more favorable treatment of such awards, the terms of such Incentive Award agreement, plan or similar agreement shall control with respect thereto, and (ii) this Section 3.2 shall not apply to outstanding Incentive Awards that (A) are equity or equity-based, (B) have been granted to the Chief Executive Officer of the Company and (C) are outstanding and unvested as of the Effective Date.

3.3 Requirement for Release Agreement

No Change in Control Benefit will be provided to an Executive unless that Executive, in the sole determination of the Plan Administrator, has properly executed and delivered to the Company a Release Agreement and such Release Agreement has become irrevocable as provided therein within fifty-five (55) days following the date of the Change in Control. To be "properly executed," such Release Agreement must (among other requirements the Plan Administrator may establish) be executed on or after the date of the Change in Control.

3.4 Settlement of Vested Incentive Awards

Subject to the terms and conditions of the Plan, an Executive's outstanding Incentive Awards vesting pursuant to Section 3.2 shall be settled as soon as administratively practicable



following the expiration of the period during which the Executive may revoke the Release Agreement pursuant to the terms of the Release Agreement, but in all events no later than the end of the sixtieth (60th) day following the date of the Change in Control; *provided*, *however*, that if such sixty (60)-day period begins in one taxable year and ends in a subsequent taxable year, the outstanding Incentive Awards vesting pursuant to Section 3.2 will in all events be settled in such subsequent taxable year. Notwithstanding the immediately preceding sentence, if any outstanding Incentive Award the vesting of which accelerates pursuant to Section 3.2 is required to comply with the Section 409A Rules or is subject to Section 83 of the Code, the settlement date thereof shall be such date as required by the applicable Incentive Award agreement or plan.

SECTION 4

ENTITLEMENT TO SEVERANCE BENEFITS

4.1 Eligibility for Severance Benefits

Subject to the terms and conditions of the Plan, an Executive will become entitled to Severance Benefits under the Plan only if he or she experiences a Qualifying Termination. An Executive shall not be entitled to Severance Benefits if he or she does not experience a Qualifying Termination.

4.2 Death of an Executive

If an Executive whose employment terminates in a Qualifying Termination dies after his or her Termination Date but before the Executive receives the Severance Benefits to which he or she is entitled, the Severance Benefits will be paid to the Executive's surviving spouse as then reflected in the Company's records or, if the Executive does not have a surviving spouse so reflected in the Company's records, to the Executive's estate. In the event the Release Agreement with respect to a deceased Executive has not become final by such Executive's date of death, then the Executive's surviving spouse or estate, as applicable, must timely execute, deliver and not revoke the Release Agreement.

4.3 **Requirement for Release Agreement**

No Severance Benefits will be paid to any Executive unless that Executive, in the sole determination of the Plan Administrator, has properly executed and delivered to the Company a Release Agreement and such Release Agreement has become irrevocable as provided therein within fifty-five (55) days following the date of the Qualifying Termination. To be "properly executed," such Release Agreement must (among other requirements the Plan Administrator may establish) be executed on or after the Executive's Termination Date.

SECTION 5

SEVERANCE BENEFITS

5.1 Form and Time of Payment of Severance Pay

Subject to the terms and conditions of the Plan, Severance Pay shall be paid in a lump sum in cash. Severance Pay shall be paid as soon as administratively practicable following the expiration of the period during which the Executive may revoke the Release Agreement pursuant



to the terms of the Release Agreement, but in all events no later than the sixtieth (60th) day following the date of the Qualifying Termination (such sixty (60)-day period, the "Severance Pay Period"); *provided, however*, that if the Severance Pay Period begins in one taxable year and ends in a subsequent taxable year, the Severance Pay will in all events be paid in such subsequent taxable year. The Severance Pay payable to any Executive shall be solely the obligation of the Employer by whom the Executive was employed on his or her Termination Date.

5.2 Reduction of Severance Pay to Avoid Duplication

(a) If an Executive is a party to an employment, severance, termination, change of control, salary continuation or other similar agreement with the Company or any Affiliate, or is a participant in any other severance plan, practice or policy of the Company or any Affiliate, the Severance Pay to which the Executive may be entitled under this Plan shall be reduced (but not below zero) by the amount of severance, termination, change of control, salary continuation or other similar pay to which he or she may be entitled under such other agreement, plan, practice or policy (provided that any such reduction shall not take into account the value of any acceleration of vesting of such Executive's outstanding awards under Company equity plans); *provided, that* the reduction set forth in this sentence shall not apply as to any such other agreement, plan, practice or policy which contains a reduction provision substantially similar to this sentence, so long as the Plan Administrator establishes to its satisfaction that the reduction provision of such other agreement, plan, practice is otherwise entitled shall be further reduced (but not below zero) by any payments and benefits to which the Executive may be entitled under any federal, state or local plant-closing (or similar or analogous) law (including, but not limited to, entitlement to pay and continued employee benefits (or the cash value of either of the foregoing) pursuant to the Worker Adjustment and Retraining Notification Act, as amended).

(b) To the extent permitted by applicable law, including applicable restrictions on offsets under the Section 409A Rules, the Severance Pay to which any Executive is entitled may, in the sole discretion of the Plan Administrator, be reduced by the amount of any indebtedness of the Executive to the Company or any of its Affiliates, and the amount of any such reduction shall be applied as a repayment or forgiveness of such indebtedness to such extent.

5.3 Prorated Target Bonus Amount

(a) Subject to the terms and conditions of the Plan, with respect to each Executive whose Termination entitles him or her to Severance Pay, such Executive shall receive his or her Prorated Target Bonus Amount.

(b) Subject to the terms and conditions of the Plan, an Executive's Prorated Target Bonus Amount shall be paid in a lump sum in cash as soon as administratively practicable following the expiration of the period during which the Executive may revoke the Release Agreement pursuant to the terms of the Release Agreement, but in all events no later than the end of the Severance Pay Period; *provided*, *however*, that if the Severance Pay Period begins in one taxable year and ends in a subsequent taxable year, the Prorated Target Bonus will in all events be paid in such subsequent taxable year. The Prorated Target Bonus payable to any Executive shall be solely the obligation of the Employer by whom the Executive was employed on his or her Termination Date.

5.4 Continued Benefits

Subject to the terms and conditions of the Plan, with respect to each Executive whose Termination entitles him or her to Severance Pay, such Executive shall receive, subject to timely election pursuant to COBRA and remaining eligible therefor, if applicable, Continued Benefits equal to (a) with respect to the Chief Executive Officer of the Company and (i) any Executive that directly reports to the Chief Executive Officer or (ii) is otherwise a senior vice president of or an executive vice president of the Company or such other equivalent thereof (including, by way of example, the General Counsel of the Company) and also an officer of the Company or an Affiliate, twenty-four (24) months of Continued Benefits and (b) with respect to all other Executives, twelve (12) months of Continued Benefits. In the event an Executive ceases to be eligible to continue coverage under the Company's group health plans pursuant to COBRA other than as a result of failure to make a timely election therefor or of obtaining new employment that makes available employer-provided health benefits, the Company shall pay to such Executive, on a monthly basis for the remainder of the period that the Continued Benefits would have remained in effect had such COBRA eligibility not ceased, a monthly amount equal to the amount of the health care premiums the Company was paying or causing to be waived on behalf of Executive immediately prior to such loss of eligibility. In the event an Executive ceases, following his or her Termination, to be eligible for the Continued Benefits pursuant to the first sentence of this Section 5.4, such Executive shall promptly inform the Company in writing of such ineligibility. Notwithstanding any of the foregoing, the Company may modify the Continued Benefits provided by this Section 5.4 to the extent reasonably necessary to avoid the imposition of any excise taxes or other penalties on the Company or any of its Affiliates for failure to comply with the requirements of the Patient Protection and Affordable Care Act of 2010, as amended, and/or the Health Care and Education Reconciliation Act of 2010, as amended.

5.5 Treatment of Outstanding Incentive Awards

(a) Subject to the terms and conditions of the Plan, with respect to each Executive whose Termination entitles him or her to Severance Pay, such Executive shall be entitled to acceleration of vesting of:

(i) in the event of a Qualifying Termination of an Executive not during the Protection Period,

(A) with respect to the Executive's outstanding unvested time-based Incentive Awards, (I) subject to Section 5.5(a)(iii), such Incentive Awards that were granted within the six (6) month period immediately preceding the Qualifying Termination will be automatically forfeited for no consideration, and (II) subject to subclause (I) hereof, all of the Executive's outstanding unvested time-based Incentive Awards will automatically vest, and

(B) with respect to the Executive's outstanding unvested performance-based Incentive Awards, (I) subject to Section 5.5(a)(iii), such Incentive Awards that were granted within the six (6) month period immediately preceding the Qualifying Termination will be automatically forfeited for no consideration, and (II) subject to subclause (I) hereof, (1) each of the Executive's outstanding unvested performance-based Incentive Awards shall remain outstanding with respect to the portion of such Incentive Award multiplied by a fraction (not to

exceed 1), the numerator of which is the whole number of months elapsed during the applicable performance period the Executive was employed (or, if longer, during the service vesting period the Executive was employed), and the denominator of which is the whole number of months in the performance period (or, if longer, in the service vesting period) with respect thereto, and (2) the portion of such performancebased Incentive Awards that remains outstanding following application of subclause (1) shall vest, if at all, upon completion of the applicable performance period based on actual performance levels achieved. For purposes of this Section 5.5, the service vesting period shall be the period from the grant date through the date on which (but for the termination-related vesting provisions in this Section 5.5 or otherwise) Executive is required to remain employed in order to vest in such Incentive Award; and

(ii) in the event of a Qualifying Termination of an Executive during the Protection Period,

full,

(A) all of the Executive's outstanding unvested time-based Incentive Awards will automatically vest in

(B) the Executive's outstanding unvested performance-based Incentive Awards that vest based on TSR will vest based on actual TSR as of the date of the Change in Control, and

(C) the Executive's outstanding unvested performance-based Incentive Awards that vest based on performance metrics other than TSR will vest at the target level for such Incentive Awards.

(iii) Notwithstanding anything in this Section 5.5, the applicable provisions of the Executive's Incentive Award agreements or the relevant plan governing such Incentive Awards to the contrary, if a Qualifying Termination occurs prior to a Change in Control, (A) no Incentive Awards that are unvested as of the Qualifying Termination (after taking into account vesting acceleration pursuant to Section 5.5(a)(i)) shall lapse or be forfeited solely on account of such Qualifying Termination; *provided, however*, if the Change in Control has not occurred within the 3-month period immediately following the Qualifying Termination thus resulting in such Qualifying Termination at the end of such 3-month period and (B) with respect to performance-based Incentive Awards, if the applicable performance period ends after the Qualifying Termination but prior to a Change in Control and such Change in Control occurs within the 3-month period immediately following the Qualifying Termination the s-month period ends after the Qualifying Termination but prior to a Change in Control and such Change in Control occurs within the 3-month period immediately following the protection 5.5(a)(i) and Section 5.5(a)(i)(B) and Section 5.5(a)(i)(B) or (C), as applicable.

(b) Subject to the terms and conditions of the Plan, an Executive's outstanding Incentive Awards vesting pursuant to Section 5.5(a) shall be settled as soon as administratively practicable following the expiration of the period during which the Executive may revoke the Release Agreement pursuant to the terms of the Release Agreement, but in all events no later than the end of the Severance Pay Period; *provided, however*, that if the Severance Pay Period begins in one taxable year and ends in a subsequent taxable year, the outstanding Incentive Awards vesting pursuant to Section 5.5(a) will in all events be settled in such subsequent taxable year.

Notwithstanding the immediately preceding sentence, if any outstanding Incentive Awards the vesting of which accelerates pursuant to Section 5.5(a) is required to comply with the Section 409A Rules or is subject to Section 83 of the Code, the settlement date thereof shall be such date as required by the applicable Incentive Award agreement or plan.

(c) Notwithstanding Section 5.5(a), (i) to the extent an applicable Incentive Award agreement, plan or similar agreement governing an Executive's outstanding Incentive Awards provides for more favorable treatment of such awards, the terms of such Incentive Award agreement, plan or similar agreement shall control with respect thereto, and (ii) this Section 5.5 shall not apply to outstanding Incentive Awards that (A) are equity or equity-based, (B) have been granted to the Chief Executive Officer of the Company and (C) are outstanding and unvested as of the Effective Date.

5.6 Outplacement Services

Subject to the terms and conditions of the Plan, with respect to each Executive whose Qualifying Termination entitles him or her to Severance Benefits, the Plan Administrator may, in its sole and absolute discretion, provide such Executive with outplacement services (or pay the costs associated with obtaining such outplacement services). The Plan Administrator shall determine, in its sole and absolute discretion, the period during which the Executive will be eligible to receive such outplacement services (if any) and the type, degree and length of such services, and in no event shall the Plan Administrator's decision to provide outplacement services entitle or require any other Executive to such services.

5.7 Qualifying Termination followed by Change in Control During the Lookback Period

Subject to the terms and conditions of the Plan, with respect to each Executive whose Termination entitles him or her to Severance Pay, if an Executive experiences a Qualifying Termination prior to a Change in Control, but a Change in Control subsequently occurs that results in the aforementioned Qualifying Termination having occurred during the Lookback Period, then any Severance Benefits not otherwise payable to the Executive as a result of a Qualifying Termination absent a Change in Control shall be payable as soon as administratively practicable following the date of the Change in Control, but in all events no later than the end of than the sixtieth (60th) day following the date of the Change in Control; *provided, however*, that if such sixty (60)-day period begins in one taxable year and ends in a subsequent taxable year, the applicable Severance Benefits payable pursuant to this Section 5.7 will in all events be paid in such subsequent taxable year.

5.8 Repayment of Severance Pay in the Event of Rehire

In the event an Executive is rehired by the Company or an Affiliate thereof within twelve (12) months following such Executive's Qualifying Termination, the Executive shall promptly repay to the Company an amount equal to the after-tax amount of the Severance Pay multiplied by a fraction, the numerator of which is the number of days since the date of the Qualifying Termination that remain in such twelve (12) month period and the denominator of which is 365.



SECTION 6 ADMINISTRATION, AMENDMENT AND TERMINATION

6.1 Administration

(a) The Plan Administrator shall be administrator and "Named Fiduciary" (within the meaning of Section 402(a) of ERISA) of the Plan and shall have full authority to control and manage the operation and administration of the Plan, and to take all such action in respect of the Plan as it deems necessary or appropriate. By way of clarification and not limitation of the foregoing, the Plan Administrator will have the authority, in its sole and absolute discretion, to: (i) adopt, amend, and rescind administrative and interpretive rules and regulations related to the Plan, (ii) delegate its duties under the Plan to such persons, agents and committees as it may appoint from time to time, (iii) interpret the Plan's provisions and construe its terms, (iv) determine eligibility for benefits under the Plan, including determining which Executive Multiplier shall apply to each Executive, (v) determine the entitlement to and the amount of benefits payable to any person pursuant to the Plan, (vi) determine any reduction to severance pursuant to Section 5.2 of this Plan, (vii) engage accountants, legal counsel and such other personnel as it deems necessary or advisable to assist it in the performance of its duties under the Plan and (viii) make all other determinations, perform all other acts and responsibilities as the Plan Administrator deems appropriate. The Plan Administrator shall have complete discretion and authority with respect to the Plan and its application. The Plan Administrator may correct any defect, supply any omission, or reconcile any inconsistency in the Plan in any manner and to the extent it deems necessary or desirable to carry the Plan into effect, and the Plan Administrator will be the sole and final judge of that necessity or desirability. The determinations of the Plan Administrator on the matters referred to in this Section 6.1(a) will be final, conclusive and binding upon all persons claiming any interest in or under the Plan. Any determination made by the Plan Administrator shall be given deference

(b) The Plan Administrator may amend the Plan retroactively to cure any ambiguity in the language of the Plan. This Section 6.1(b) may not be invoked by any person to require the Plan to be interpreted in a manner which is inconsistent with its interpretation by the Plan Administrator. All actions and all determinations made by the Plan Administrator shall be final and binding upon all persons claiming any interest in or under the Plan.

6.2 Amendment and Termination

(a) Subject to Section 6.2(b), the Company reserves the right to amend, terminate, suspend or otherwise modify all or any part of the Plan at any time, and from time to time, without the consent of or notice to any person.

(b) Neither the termination of the Plan nor any amendment or modification to the Plan by the Company or the Plan Administrator (if such authority is so delegated by the Company) may reduce the Severance Benefits which may be payable or provided under the Plan to any Executive whose Termination Date is on or prior to the effective date of such termination, amendment, modification or supplement.

(c) Notwithstanding the foregoing, no termination or amendment that adversely affects the rights or benefits hereunder of any Executive shall be applicable to such Executive if made within the 12-month period immediately preceding a Change in Control or the 24-month period beginning on the date of such Change in Control.

SECTION 7

GENERAL PROVISIONS

7.1 Unfunded Obligation

Severance Benefits under the Plan shall be an unfunded obligation of the Employer of such Executive and shall be payable only from such Employer's general assets.

7.2 Withholding

The Company or the Employer, as applicable, shall have the authority to withhold or cause to be withheld applicable taxes from payments made under this Plan with respect to payments made and benefits provided hereunder, to the extent determined applicable by the Company or Employer.

7.3 No Guarantee of Tax Consequences

Neither the Company nor any Affiliate represents or guarantees that any particular federal, state, local, income, estate, payroll, personal property or other tax consequences will (or will not) occur with respect to Executives as a result of participation in this Plan and/or the receipt of Severance Benefits hereunder. Neither the Company nor any Affiliate assumes any liability or responsibility for the tax consequences hereunder to any Executive (or to any person, entity, trust or estate claiming through or on behalf of any Executive). Each Executive is solely responsible for obtaining appropriate advice regarding all questions of federal, state, local, income, estate, payroll, personal property and other tax consequences arising from participation in this Plan and the receipt of compensation or benefits hereunder.

7.4 Section 409A Rules

(a) This Plan and the Severance Benefits provided hereunder are intended to comply with the Section 409A Rules or an exemption thereunder and shall be construed and administered in accordance therewith. For purposes of the Section 409A Rules, each installment payment provided under this Plan shall be treated as a separate payment.

(b) Notwithstanding any other provision of this Plan, if any payment or benefit provided to an Executive in connection with his or her Termination is determined to constitute "nonqualified deferred compensation" within the meaning of the Section 409A Rules and the Executive is determined to be a "specified employee" as defined in the Section 409A Rules, then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the Termination Date (the "**Specified Employee Payment Date**"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid, without interest, to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

(c) Any gross-up payment payable pursuant to this Plan shall be paid no later than the end of the applicable Executive's taxable year next following the taxable year in which the Executive remits the related taxes.

(d) To the extent required by the Section 409A Rules, each reimbursement or in-kind benefit provided under this Plan shall be provided in accordance with the following:

(i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;

(ii) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and

(iii) any right to reimbursements or in-kind benefits under this Plan shall not be subject to liquidation or exchange for another benefit.

7.5 Section 280G

(a) Notwithstanding any other provision of this Plan or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its Affiliates to an Executive or for an Executive's benefit pursuant to the terms of this Plan or otherwise ("**Covered Payments**") constitute parachute payments ("**Parachute Payments**") within the meaning of Section 280G of the Code and would, but for this Section 7.5 be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "**Excise Tax**"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under (i) above is less than the amount under (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax (that amount, the "**Reduced Amount**"). "**Net Benefit**" shall mean the present value of the Covered Payments net of all federal, state, local, foreign income, employment and excise taxes.

(b) Any such reduction shall be made in accordance with the Section 409A Rules and the following: (i) the Covered Payments that do not constitute nonqualified deferred compensation subject to the Section 409A Rules shall be reduced first; and (ii) all other Covered Payments shall then be reduced as follows: (A) cash payments shall be reduced before non-cash payments; and (B) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(c) Any determination required under this Section 7.5, including whether any payments or benefits are parachute payments, shall be made by the Company in its sole discretion. The Executive shall provide the Company with such information and documents as the Company may reasonably request in order to make a determination under this Section 7.5. The Company's determination shall be final and binding on the Executive.

7.6 Applicable Law

The Plan and all rights hereunder shall be governed and construed in accordance with applicable federal law and, to the extent not preempted by federal law, with the laws of the State of Texas, wherein venue shall lie for any dispute arising hereunder.

7.7 Severability

If a court of competent jurisdiction holds any provision of the Plan invalid or unenforceable, the Plan shall be construed or enforced as if such provision had not been included herein, and the remaining provisions of the Plan shall continue to be fully effective.

7.8 Employment at Will

Each Executive shall be an employee-at-will of the Executive's Employer. No provision of the Plan shall be construed to constitute a contract of employment or impose on the Company or any Affiliate any obligation to (a) retain any Executive, (b) make any payments upon Termination (except as otherwise provided herein), (c) change the status of any Executive's employment or (d) change any employment policies of any Employer.

7.9 Clawback

Any amounts payable under this Plan are subject to any policy (whether in existence as of the Effective Date or later adopted) established by the Company providing for clawback or recovery of amounts that were paid to Executives. The Company will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable law or regulation.

7.10 Section Headings

Section headings in this Plan are included for convenience of reference only and shall not be considered part of this Plan for any other purpose.

7.11 Non-exclusivity of the Plan

The adoption of the Plan by the Company will not be construed as creating any limitations on the power of the Company or of any Affiliate to adopt such other incentive arrangements as it may deem desirable. No employee, beneficiary or other person will have any claim against the Company or any Affiliate as a result of any such action. Any action with respect to the Plan taken by the Plan Administrator, the Company, any Affiliate or any designee of any of the foregoing shall be conclusive upon all employees of the Company and of any Affiliate and beneficiaries entitled to benefits under the Plan.

7.12 Claims Procedures

(a) <u>Initial Claims</u>. In order to file a claim to receive benefits under the Plan, the Executive or his authorized representative must submit a written claim for benefits to the Plan within 60 days after the Executive's Termination. An Executive must complete the following claims procedure process before filing suit in court. Claims should be addressed and sent to the following (unless otherwise designated by the Plan Administrator):

Cheniere Energy, Inc. 700 Milam, Suite 1900 Houston, TX 77002 Phone Number: 713-375-5000

If the Executive's claim is denied, in whole or in part, the Executive will be furnished with written notice of the denial within 90 days after the Plan Administrator's receipt of the Executive's written claim, unless special circumstances require an extension of time for processing the claim, in which case a period not to exceed 180 days will apply. If such an extension of time is required, written notice of the extension will be furnished to the Executive before the termination of the initial 90 day period and will describe the special circumstances requiring the extension, and the date on which a decision is expected to be rendered. Written notice of the denial of the Executive's claim will contain the following information:

(i) the specific reason or reasons for the denial of the Executive's claim;

(ii) references to the specific Plan provisions on which the denial of the Executive's claim was based;

(iii) a description of any additional information or material required by the Plan Administrator to reconsider the Executive's claim (to the extent applicable) and an explanation of why such material or information is necessary; and

(iv) a description of the Plan's review procedure and time limits applicable to such procedures, including a statement of the Executive's right to bring a civil action under Section 502(a) of ERISA following a benefit claim denial on review.

(b) <u>Appeal of Denied Claims</u>. If the Executive's claim is denied and he wishes to submit a request for a review of the denied claim, the Executive or his authorized representative must follow the procedures described below:

(i) Upon receipt of the denied claim, the Executive (or his authorized representative) may file a request for review of the claim in writing with the Plan Administrator. This request for review must be filed no later than 60 days after the Executive has received written notification of the denial.

(ii) The Executive has the right to submit in writing to the Plan Administrator any comments, documents, records or other information relating to his claim for benefits.

(iii) The Executive has the right to be provided with, upon request and free of charge, reasonable access to and copies of all pertinent documents, records and other information that is relevant to his claim for benefits.

(iv) The review of the denied claim will take into account all comments, documents, records and other information that the Executive submitted relating to his claim, without regard to whether such information was submitted or considered in the initial denial of his claim.

7.13 Plan Administrator's Response to Appeal

The Plan Administrator will provide the Executive with written notice of its decision within 60 days after the Plan Administrator's receipt of the Executive's written claim for review, unless special circumstances require an extension of time for processing the claim, in which case a period not to exceed 120 days will apply. If such an extension of time is required, written notice of the extension will be furnished to the Executive before the termination of the initial 60 day period and will describe the special circumstances requiring the extension, and the date on which a decision is expected to be rendered. The Plan Administrator's decision on the Executive's claim for review will be communicated to the Executive in writing and will clearly provide:

- (a) the specific reason or reasons for the denial of the Executive's claim;
- (b) reference to the specific Plan provisions on which the denial of the Executive's claim is based;

(c) a statement that the Executive is entitled to receive, upon request and free of charge, reasonable access to, and copies of, the Plan and all documents, records and other information relevant to his claim for benefits; and

(d) a statement describing the Executive's right to bring an action under Section 502(a) of ERISA.

7.14 Your Rights under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. However, no legal action may be commenced or maintained against the Plan prior to your exhaustion of the Plan's claims procedures described in this Summary Plan Description.

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Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272.

7.15 Other Important Plan Information

Name and Address of Plan Sponsor/Plan Administrator

Cheniere Energy, Inc. 700 Milam, Suite 1900 Houston, TX 77002 Phone Number: 713-375-5000

Employer Identification Number (EIN) of Plan Sponsor and Plan Number

EIN: 95-4352386 Plan Number: 505

Type of Welfare Plan

Severance benefit plan

Type of Administration of Plan

Sponsor administration

Person Designated as Agent for Service of Legal Process

Corporate Secretary Cheniere Energy, Inc. 700 Milam, Suite 1900 Houston, TX 77002

Ending Date for Plan's Fiscal Year

December 31

Future of The Plan

Except as otherwise set forth herein, the Company has reserved the right to amend, modify or terminate all or any part of the Plan at any time, and from time to time, without the consent of or notice to any Executive. Except as otherwise set forth herein, the Company may also adopt one or more written supplements to this Plan that enlarge or diminish the rights of one or more Executives under the Plan without consent of or notice to any Executive.

EXHIBIT A

CHENIERE ENERGY, INC. KEY EXECUTIVE SEVERANCE PAY PLAN

RELEASE AGREEMENT

- 1. This Release Agreement (the "Release Agreement") is being entered into by ______ (the "Employee") and **Cheniere Energy, Inc.** (the "Company") pursuant to the Cheniere Energy, Inc. Key Executive Severance Pay Plan, as amended from time to time (the "Plan") in order to further the mutually desired terms and conditions set forth herein. The term "Company" shall include Cheniere Energy, Inc., its present and former parents, trusts, plans, direct or indirect subsidiaries, affiliates and related companies or entities, regardless of its or their form of business organization. Capitalized terms used but not defined herein shall have the definitions set forth in the Plan.
- 2. For and in consideration for the Employee's timely execution of this Release Agreement, and provided that the Employee does not revoke the General Release and/or ADEA Release contained in Sections 3 and 5 herein, the Company agrees to the following:
 - (a) <u>Benefits</u>. The Company shall provide to the Employee either the Change in Control Benefits or the Severance Benefits, as applicable, as set forth in the Plan and described in Exhibit 1 attached to this Release Agreement.
 - (b) The Change in Control Benefits, if applicable, represent the exclusive amounts to be paid to the Employee by the Company in connection with or arising out of the Change in Control. No further amounts shall be paid to the Employee for any items, including, but not limited to, attorneys' fees.
 - (c) The Severance Benefits, if applicable, represent the exclusive amounts to be paid to the Employee by the Company in connection with or arising out of the Employee's employment with the Company and the Employee's Termination of employment with the Company which occurred on ______. No further amounts shall be paid to the Employee for any items, including, but not limited to, attorneys' fees.
- 3. General Release. The Employee, on behalf of the Employee, the Employee's heirs, beneficiaries, personal representatives and assigns, hereby releases, acquits and forever discharges the Company, its present and former owners, officers, employees, shareholders, directors, partners, attorneys, agents and assignees, and all other persons, firms, partnerships, or corporations in control of, under the direction of, or in any way presently or formerly associated with the Company (each, a "Released Party" and collectively the "Released Parties"), of, from and against all claims, charges, complaints, liabilities, obligations, promises, agreements, contracts, damages, actions, causes of action, suits, accrued benefits or other liabilities of any kind or character, in law or in equity, whether known or unknown, foreseen or unforeseen, vested or contingent, matured or unmatured, suspected or unsuspected, that may now or hereafter at any time be made or brought against any Released Party, arising from or in any way connected with or related to the Employee's employment with the Company and/or the Employee's Termination of employment with the Company,

including, but not limited to, allegations of wrongful termination, discrimination, retaliation, breach of contract, anticipatory breach, fraud, conspiracy, promissory estoppel, retaliatory discharge, constructive discharge, discharge in violation of any law, statute, regulation or ordinance providing whistleblower protection, discharge in violation of public policy, intentional infliction of emotional distress, defamation, harassment, sexual harassment, invasion of privacy, any action in tort or contract, any violation of any federal, state, or local law, including, but not limited to, any violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. § 1981, the Equal Pay Act, 29 U.S.C. § 206, the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, the Americans with Disabilities Act, 29 U.S.C. § 621, *et seq.*, the Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.*, the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, the Worker Adjustment and Retraining Notification Act, Tex. Lab. Code § 451.001 - 451.003, the Texas Payday Act, Tex. Lab. Code § 61.011, *et seq.*, or any other employment or civil rights act, and any and all claims for severance pay, vacation pay, paid time off or benefits under any compensation, cash award, bonus, stock grant, equity grants or awards, or employee benefit plan, program, policy, contract, agreement, but excluding any claim for unemployment compensation, any claim for workers' compensation benefits; and any benefits which the Employee is entitled to receive under any Company plan that is a qualified plan under IRC §401(a) or is a group health plan as of the date of such Termination, to the extent the participants and their beneficiaries who participated in the Company's group health plan as of the date of such Termination, to the extent the participant properly elects and pays for such COBRA continuation coverage is available to participant and their beneficiaries who

4. The Employee agrees not to commence any legal proceeding or lawsuit against any Released Party arising out of or based upon the Employee's employment with the Company or the Termination of the Employee's employment with the Company. The Employee represents that the Employee has not filed any charges, complaints, or other proceedings against the Company or any of the Released Parties that are presently pending with any federal, state, or local court or administrative or governmental agency. Notwithstanding this release of liability, nothing in this Release Agreement prevents the Employee from exercising any rights that cannot be lawfully waived or restricted, including filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB") (such as related to Section 7 rights under the NLRA), Occupational Safety and Health Administration, Securities and Exchange Commission ("SEC"), U.S. Department of Justice, Congress, any Inspector General, or other federal, state or local agency or participating in any investigation or proceeding (including providing documents or other information) conducted by such agency; however, the Employee understands and agrees that the Employee is waiving any and all rights to recover any monetary or personal relief or recovery from the Released Parties as a result of such proceeding or subsequent

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legal actions. In addition, nothing in this Release Agreement prohibits Employee from reporting possible violations of federal law or regulation to, or otherwise communicating with any government agency or entity, making other disclosures that are protected under whistleblower provisions of law, or receiving an award or monetary recovery pursuant to a government award program (including the SEC's whistleblower program). The Employee does not need prior authorization to make such reports or disclosures and is not required to notify the Company that the Employee has made any such report or disclosure.

- 5. **ADEA Release and Older Worker Benefit Protection Act ("OWBPA") Disclosures.** The Employee hereby completely and forever releases and irrevocably discharges the Company and the other Released Parties, as that term is defined in Section 3 above, from any and all liabilities, claims, actions, demands, and/or causes of action, arising under the ADEA on or before the date of this Release Agreement ("ADEA Release"), and hereby acknowledges and agrees that the Employee has been provided a decisional unit disclosure attached as Exhibit 1 and that:
 - a. The Release Agreement, including the ADEA Release, was negotiated at armslength;
 - b. The Release Agreement, including the ADEA Release, is worded in a manner that the Employee fully understands;
 - c. The Employee specifically waives any rights or claims under the ADEA;
 - d. The Employee knowingly and voluntarily agrees to all of the terms set forth in the Release Agreement, including the ADEA Release;
 - e. The Employee acknowledges and understands that any claims under the ADEA that may arise after the date the Employee signs the Release Agreement are not waived;
 - f. The rights and claims waived in the Release Agreement, including the ADEA Release, are in exchange for consideration over and above anything to which the Employee was already undisputedly entitled;
 - g. The Employee has been and hereby is advised in writing to consult with an attorney prior to executing the Release Agreement, including the ADEA Release;
 - h. The Employee understands that the Employee has been given a period of up to 45 days to consider the ADEA Release prior to executing it, although the Employee may accept it at any time within those 45 days;



- i. The Employee understands and agrees that any changes to Company's offer, whether material or immaterial, do not restart the running of the 45-day review period; and
- j. The Employee understands that the Employee has been given a period of seven (7) days from the date of the execution of the ADEA Release to revoke the ADEA Release, and understands and acknowledges that the ADEA Release will not become effective or enforceable until the revocation period has expired.

If the Employee elects to revoke the release of age discrimination claims, the revocation must be in writing and delivered and presented to **Wayne Williams, Director, Total Rewards, Payroll and HRIS, Cheniere Energy, Inc.** by 5:00 p.m., Central Time, no later than the seventh (7th) day after the date on which the Employee executes the Release Agreement.

- 6. The consideration cited above and the promises contained herein are made for the purpose of purchasing the peace of the Released Parties and are not to be construed as an admission of liability or as evidence of unlawful conduct by any Released Party, all liability being expressly denied. The Employee voluntarily accepts the consideration cited herein, as sufficient payment for the full, final, and complete release stated herein, and agrees that no other promises or representations have been made to the Employee by the Company or any other person purporting to act on behalf of the Company, except as expressly stated herein.
- 7. The Employee understands that this is a full, complete, and final release of the Released Parties. As evidenced by the signature below, the Employee expressly promises and represents to the Company that the Employee has completely read the Release Agreement and understands its terms, contents, conditions, and effects. The Employee represents that the Employee has made no assignment or transfer of the claims covered by Sections 3 or 5 above.
- 8. The Employee is advised to consult with an attorney prior to executing the Release Agreement. The Employee understands that the Employee has the right to consult an attorney of the Employee's choice and has consulted with an attorney or has knowingly and voluntarily decided not to do so.
- 9. The Employee states that the Employee is not presently affected by any disability which would prevent the Employee from knowingly and voluntarily granting the Release Agreement, and further states that the promises made herein are not made under duress, coercion, or undue influence and were not procured through fraud.
- 10. The Employee acknowledges that the business and services of the Company are highly specialized and that the following information is not generally known, is highly confidential, and constitutes trade secrets: proprietary technical and business information relating to any Company plans, analyses, or strategies concerning international or domestic acquisitions, possible acquisitions, or new ventures; development plans or introduction plans for products or services; unannounced products or services; operation costs; pricing of products or services; research and development; personnel information (other than the Employee's own); manufacturing processes; installation, service, and distribution procedures and processes;



customer lists; any know-how relating to the design, manufacture, and marketing of any of the Company's services and products, including components and parts thereof; non-public information acquired by the Company concerning the requirements and specifications of any of the Company's agents, vendors, contractors, customers, and potential customers; non-public financial information, business and marketing plans, pricing and price lists; non-public matters relating to employee benefit plans; quotations or proposals given to agents or customers or received from suppliers; documents relating to any of the Company's legal rights and obligations; the work product of any attorney employed by or retained by the Company; and any other information which is sufficiently secret to derive economic value from not being generally known (the "Confidential Information"). However, Confidential Information does not include information (A) that was or becomes generally available to the Employee on a non-confidential basis, if the source of this information was not reasonably known to the Employee to be bound by a duty of confidentiality, (B) that was or becomes generally available to the public, other than as a result of a disclosure by the Employee, directly or indirectly, that is not authorized by the Company or its affiliate, as applicable, or (C) that the Employee can establish was independently developed by the Employee without reference to any Confidential Information. Except as otherwise provided in paragraph 4, the Employee acknowledges that the Employee will maintain the confidential nature of all Confidential Information belonging to any gent, joint venture, contractor, customer, and to not, directly or indirectly, intentionally or inadvertently, use, publish, or otherwise disclose to any person or entity whatsoever, any of the Company's Confidential Information or any confidential information belonging to any agent, joint venture, contractor, customer, vendor, or supplier of the Company regardless of its form, without t

- 11. The Employee acknowledges and agrees that any work product prepared, conceived, or developed by the Employee during the term of the Employee's employment with the Company, including but not limited to all written documents and electronic data pertaining thereto, is and shall remain the exclusive property of the Company, and will be considered Confidential Information subject to the terms of this Release Agreement. The Employee agrees that when appropriate, and upon written request of the Company, the Employee will acknowledge that the work product constitutes "works for hire" and will cooperate in the filing for patents or copyrights with regard to any or all such work product and will sign documentation necessary to evidence ownership of such work product in the Company.
- 12. To protect the Confidential Information of the Company, the Employee agrees, for twelve (12) months following the Termination of the Employee's employment with the Company, that the Employee shall not, directly or indirectly, alone or jointly, with any person or entity, participate in, engage in, consult with, advise, be employed by, own (wholly or partially), possess an interest in, solicit the business of the vendors, suppliers or customers of the Company for, or in any other manner be involved with, any business or person that is engaged in business activities anywhere in the Territory that are competitive with the Business. Notwithstanding the foregoing, the Employee shall not be prohibited from passively owning less than 1% of the securities of any publicly-traded corporation. For purposes of this Section

12, "<u>Territory</u>" means anywhere in which the Company engages in Business and "<u>Business</u>" means the business of (i) selling, distributing or marketing liquefied natural gas and/or (ii) designing, permitting, constructing, developing or operating liquefied natural gas facilities. The Employee agrees that the covenants contained in this Section 12 are reasonable and desirable to protect the Confidential Information of the Company. Notwithstanding the foregoing, the Employee shall not be prohibited from being employed by, or consulting for, an entity that has a division immaterial to the business of such entity in the aggregate, which division may compete with, or could assist another in competing with, the Company in the Business in the Territory (a "<u>Competitive Division</u>"), so long as the Employee is not employed in, and does not perform work for or otherwise provide services to, the Competitive Division.

- 13. To protect the Confidential Information of the Company, the Employee agrees that for a period of twelve (12) months following the Termination of Employee's employment with Company, not to solicit, hire or participate in or assist in any way in the solicitation or hire of any employee of the Company (or any person who was an employee of the Company during the six-month period preceding such action). For purposes of this covenant, "solicit" or "solicitation" means directly or indirectly influencing or attempting to influence employees of the Company to become employed with any other person, partnership, firm, corporation or other entity; provided, that solicitation through general advertising that is not directed at any employee of the Company or the provision of references shall not constitute a breach of the obligations in this Section 13. The Employee agrees that the covenants contained in this Section 13 are reasonable and desirable to protect the Confidential Information of the Company.
- 14. Following the Termination of the Employee's employment with the Company, the Employee agrees (i) to reasonably cooperate with the Company and its directors, officers, attorneys and experts, and take all actions the Company may reasonably request, including but not limited to cooperation with respect to any investigation, government inquiry, administrative proceeding or litigation relating to any matter in which the Employee was involved or had knowledge during the Employee's employment with the Company and (ii) that, if called upon by the Company, the Employee will provide assistance with respect to business, personnel or other matters which arose during the Employee's employment with the Company or as to which the Employee has relevant information, knowledge or expertise, with such cooperation including, but not limited to, completing job tasks in progress, transitioning job tasks to other Company personnel, responding to questions and being available for such purposes. Any cooperation requests shall take into account the Employee's personal and business commitments, and the Employee shall be reimbursed for reasonable documented travel, lodging and meal expenses incurred in connection with such cooperation within thirty (30) days of providing an invoice to the Company.

- 15. Except as otherwise provided in paragraph 4, the Employee shall not make or publish any disparaging statements (whether written, electronic or oral) regarding, or otherwise maligning the business reputation of, any Released Party. In the event that the Company's Human Resources ("HR") department receives any requests for employment verification or references pertaining to the Employee's employment with the Company, the Company's HR department shall provide a neutral reference that includes only confirmation of the Employee's employment, dates of employment, and the job positions held. If requested, the Company's HR department will neither confirm nor deny any basis for the Employee's separation of employment.
- 16. If execution of this Release Agreement is in connection with Termination of the Employee's employment with the Company, the Employee represents that the Employee has returned to the Company, except to the extent such return is expressly excused by the Company in writing, all expense reports, notes, memoranda, records, documents, employment manuals, pass keys, computers, computer diskettes, office equipment, sales records and data, and all other information or property, no matter how produced, reproduced or maintained, kept by the Employee in the Employee's possession, used in or pertaining to the business of the Company, including but not limited to lists of customers, prices, marketing plans, Company operating manuals, and other Confidential Information obtained by the Employee in the course of the Employee's employment.
- 17. Nothing in the Release Agreement shall be deemed to affect or relieve the Employee from any obligation contained in any agreement with the Company or any of the Released Parties related to the terms of Employee's employment or separation therefrom, including, but not limited to, any confidentiality, non-solicitation, non-disclosure or other protective covenant, entered into between the Employee and the Company or any of the Released Parties, which covenants the Employee expressly reaffirms and re-acknowledges herein.
- 18. Should any future dispute arise with respect to the Release Agreement, both parties agree that it should be resolved solely in accordance with the terms and provisions of this Release Agreement and the laws of the State of Texas. Any disputes between the parties concerning the Employee's employment with the Company and/or the Release Agreement shall be settled exclusively in Harris County, Texas.
- 19. If execution of this Release Agreement is in connection with Termination of the Employee's employment with the Company, the Employee hereby (i) waives all rights to recall reinstatement, employment, reemployment, and past or future wages from the Company and (ii) additionally represents, warrants and agrees that the Employee has received full and timely payment of all wages, salary, overtime pay, commissions, bonuses, other compensation, remuneration and benefits that may have been due and payable by the Released Parties and that the Employee has been appropriately paid for all time worked and in accordance with all incentive awards.

- 20. The Employee expressly represents and warrants to the Company that the Employee has received a copy of and has completely read and understood the Plan. The Employee further expressly represents and warrants to the Company that the Employee has completely read the Release Agreement prior to executing it, has had an opportunity to review it with the Employee's counsel and to consider the Release Agreement and to understand its terms, contents, conditions and effects and has entered into the Release Agreement knowingly and voluntarily.
- 21. The Employee agrees that the terms and conditions of the Release Agreement, including without limitation the amount of money and other consideration, shall be treated as confidential, and shall not be revealed to any other person or entity whatsoever, except as follows:
 - a. to the extent as may be compelled by legal process or by government agency;
 - b. as set forth in paragraph 4 above; or
 - c. to the extent necessary to the Employee's legal advisors, accountants or financial advisors, and provided that the Employee instructs the foregoing not to disclose the same to anyone.
- 22. The Employee agrees that the confidentiality provisions, including but not limited to those in Section 10 of the Release Agreement are a material part of it and are contractual in nature.
- 23. The Employee acknowledges that the Employee may hereafter discover claims or facts in addition to or different than those which the Employee now knows or believes to exist with respect to the subject matter of the release set forth above and which, if known or suspected at the time of entering into the Release Agreement, may have materially affected the Release Agreement and the decision to enter into it. Nevertheless, the Employee hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts.
- 24. The Employee agrees that the Employee will forfeit all amounts payable by the Company pursuant to the Release Agreement if the Employee challenges the validity of the Release Agreement, unless prohibited by law. The Employee also agrees that if the Employee violates the Release Agreement by suing the Company or the other Released Parties on the claims released hereunder, the Employee will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees, and return all payments received by the Employee pursuant to the Release Agreement.
- 25. Whenever possible, each provision of the Release Agreement shall be interpreted in such manner as to be effective and valid under applicable law; however, if any provision of the Release Agreement, other than Sections 3 and 5, shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Release Agreement. Should Sections 3 and/or 5 be determined to be illegal, invalid, unconscionable,

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or unenforceable, the Company shall be entitled to the forfeiture by the Employee of the Change in Control Benefits or the return of the Severance Benefits, as applicable, paid or provided with respect to the Employee or, at the Company's sole option, to require the Employee to execute a new agreement that is enforceable.

Signature:	
Print Name:	
Date:	

CHENIERE ENERGY, INC.

Signature:	
Print Name:	
Title:	
Date:	

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SECOND OMNIBUS AMENDMENT TO THE CREDIT AGREEMENT, DEPOSITARY AGREEMENT AND INTERCREDITOR AGREEMENT

This Second Omnibus Amendment (this "<u>Amendment</u>"), dated as of September 28, 2017 amends and modifies (a) the Credit and Guaranty Agreement, dated as of February 25, 2016, as amended by the Omnibus Amendment and Waiver, dated October 14, 2016 (as further amended, restated, supplemented or otherwise modified from time to time the "<u>Credit Agreement</u>"), by and among Cheniere Energy Partners, L.P. ("<u>Borrower</u>"), The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Administrative Agent (in such capacity, the "<u>Administrative Agent</u>"), the Lenders party thereto from time to time (referred to herein as the "<u>Lenders</u>") and each other Person party thereto from time to time, (b) the Depositary Agreement, dated as of February 25, 2016, as amended by the Omnibus Amendment and Waiver, dated October 14, 2016 (as further amended, restated, supplemented or otherwise modified from time to time, the "<u>Depositary Agreement</u>"), by and among Borrower, MUFG Union Bank, N.A., as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>") and each other Person party thereto from Bank, N.A., as Depositary Agent (in such capacity, the "<u>Depositary Agent</u>") and each other Person party thereto from time to time, dated as of February 25, 2016 (as amended from time to time to time and (c) the Intercreditor Agreement, dated as of February 25, 2016 (as amended, restated, supplemented or otherwise modified from time to time to time, the "<u>Intercreditor Agreement</u>") by and among the Borrower, the Administrative Agent, the Collateral Agent, and each other Person party thereto from time to time. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement.

WHEREAS, the Borrower has requested that the Administrative Agent, the Collateral Agent and the Requisite Lenders agree to amend and modify the Credit Agreement, the Depositary Agreement and the Intercreditor Agreement as set forth herein; and

WHEREAS, the Administrative Agent, the Collateral Agent and the Requisite Lenders are willing to amend and modify certain provisions in the Credit Agreement, the Depositary Agreement and the Intercreditor Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the agreements, provisions and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. <u>Amendments to Credit Agreement</u>. Each of the Borrower, the Administrative Agent, the Collateral Agent and the Lenders party to this Amendment (constituting the Requisite Lenders) agrees that:

- 1.1 Section 1.1 of the Credit Agreement is hereby amended as follows:
- (a) The reference to "Section 2.18 (*Ratable Sharing*)" in the definition of "Aggregate Amounts Due" is hereby updated to "Section 2.16 (*Ratable Sharing*)".
- 1.2 Section 4.34 of the Credit Agreement shall be amended and restated in its entirety as follows:

"**Ranking**. The Financing Documents and the obligations evidenced thereby are and will at all times be direct and unconditional general obligations of the Credit Parties and rank and will at all times rank in right of payment and otherwise at least *pari passu* with all Senior Secured Debt and Senior Unsecured Debt (as defined in the Depositary Agreement), and senior in right of payment to all other Indebtedness of the Credit Parties whether now existing or hereafter outstanding."

1.3 Section 6.2(a) of the Credit Agreement shall be amended and restated in its entirety as follows:

"(i) Liens in favor of Collateral Agent for the benefit of Secured Parties granted pursuant to any Financing Document and (ii) Liens in favor of the Collateral Agent or any Senior Unsecured Debt Representative (as defined in the Depositary Agreement) in respect of any Additional Debt Service Reserve Account (as defined in the Depositary Agreement) established for the benefit of any Senior Unsecured Debt;"

Section 2. <u>Amendments to Depositary Agreement</u>. Each of the Borrower, the Administrative Agent, the Collateral Agent and the Depositary Bank (at the direction of the Lenders party to this Amendment (constituting the Requisite Lenders)) agrees that:

order:

2.1 The following definitions shall be added into Section 1.1 of the Depositary Agreement in appropriate alphabetical

""Senior Unsecured Debt" shall mean any Refinancing of First Lien Obligations pursuant to Section 2.08 of the Intercreditor Agreement which is or, in accordance with its terms, becomes unsecured (except to the extent of any security interest in any Additional Debt Service Reserve Account established for the benefit of the holder of such Indebtedness).

"Senior Unsecured Debt Documents" shall mean any credit agreement, indenture and/or other agreements governing any Senior Unsecured Debt.

"Senior Unsecured Debt Representative" shall mean, with respect to any Senior Unsecured Debt, the administrative agent and/or trustee (as applicable) or any other similar agent, representative or Person under any Senior Unsecured Debt Document, in each case, together with its successors and permitted assigns in such capacity.

"True-Up Date" shall mean up to two additional Business Days within a Fiscal Quarter following any Quarterly Payment Date selected by the Borrower on which the Borrower may make the transfers contemplated by clause ninth of Section 3.1(b)."

2.2 The paragraph beginning with the word "Second" in Section 3.1(b) of the Depositary Agreement shall be amended and restated in its entirety as follows:

"Second, from time to time when due, as specified in the Revenue Account Transfer Certificate referenced below, after transfer of amounts in accordance with <u>clause First</u> on such date, if any, the Depositary Bank shall to the extent available, pay all the fees, expenses or other amounts (including fronting fees, if any) then due and owing, to the Depositary Bank, the Collateral Agent,

each Senior Class Debt Representative, each Senior Unsecured Debt Representative and each Issuing Bank (or issuing bank under any other First Lien Secured Debt Instrument), in their capacities as such (including the reasonable fees and expenses of their respective counsel) as set forth in a Revenue Account Transfer Certificate duly completed and delivered in accordance with <u>Section 2.7</u>; *provided* that if funds available to make such payments are not sufficient to make all such payments, the Depositary Bank shall apply the remaining funds on a pro rata basis based on the amounts owing to each such Person."

2.3 The paragraph beginning with the word "<u>Third</u>" in Section 3.1(b) of the Depositary Agreement shall be amended and restated in its entirety as follows:

"Third, on each Interest Payment Date or from time to time when due, after transfer of amounts in accordance with clauses First and Second on such date, if any, the Depositary Bank shall transfer either (x) to the Debt Service Payment Account or (y) with respect to amounts then due and payable or becoming due and payable on the date of the requested transfer, at the election of the Borrower, directly to the applicable Senior Class Debt Representative, Senior Unsecured Debt Representative or the other applicable Person, to the extent available, as the case may be, the amount of (i)(A) all fees (but excluding fees payable under clause Second) under and in respect of the Secured Credit Documents, (B) all fees (but excluding fees payable under clause Second) under and in respect of any Senior Unsecured Debt Documents, (C) all interest on Loans under the Credit Agreement, (D) all interest on any Senior Unsecured Debt under any Senior Unsecured Debt Documents and (E) all interest under any Additional First Lien Documents, (ii) payments to Lender Counterparties under Permitted Hedging Agreements (other than Hedging Termination Values), and (iii)(A) any other First Lien Obligations pursuant to the Secured Credit Documents (but excluding amounts payable under clause Fourth) and (B) any other obligations pursuant to any Senior Unsecured Debt Documents (but excluding amounts payable under clause Fourth), in each case, that are then due and payable, becoming due and payable on the date of the requested transfer or becoming due and payable on or prior to the immediately succeeding Quarterly Payment Date and as set forth in a Revenue Account Transfer Certificate duly completed and delivered in accordance with Section 2.7; provided that if funds available to make such payments are not sufficient to make all such payments, the Depositary Bank shall apply the remaining funds on a pro rata basis based on the amounts owing to each such Person."

2.4 The paragraph beginning with the word "<u>Fourth</u>" in Section 3.1(b) of the Depositary Agreement shall be amended and restated in its entirety as follows:

"<u>Fourth</u>, on each Quarterly Payment Date or from time to time when due, after transfer of amounts in accordance with clauses <u>First</u>, <u>Second</u> and <u>Third</u> on such date, if any, the Depositary Bank shall transfer either (x) to the Debt Service Payment Account or (y) with respect to amounts then due and payable or becoming due and payable on the date of the requested transfer, at the election of the Borrower, directly to the applicable Senior Class Debt Representative, Senior Unsecured Debt Representative or the other applicable Person, to the extent available, an amount set forth on the Revenue Account Transfer Certificate specified below, which equals the sum (without duplication) of (A) the principal amount (including any applicable premium) of (1) all outstanding Credit Extensions, (2) all outstanding principal amounts under the Additional First

Lien Documents and (3) outstanding principal amounts under any Senior Unsecured Debt Documents, (B) payments in respect of Hedging Termination Values (or, to the extent the applicable Lender Counterparty is precluded by virtue of any consent to assignment from terminating any such agreement at such time, the amount which would be due if such Permitted Hedging Agreement were terminated), in each case, that are then due and payable, becoming due and payable on the date of the requested transfer or becoming due and payable on or prior to the immediately succeeding Quarterly Payment Date, and (C) from time to time when due, the Depositary Bank shall transfer to the applicable L/C Cash Collateral Account, to the extent available, an amount set forth on the Revenue Account Transfer Certificate specified below, payments that are then due and payable under <u>Section 2.21(d)</u> of the Credit Agreement, in each case as set forth in a Revenue Account Transfer Certificate duly completed and delivered in accordance with <u>Section 2.7</u>; provided that if funds available to make such payments are not sufficient to make all such payments, the Depositary Bank shall apply the remaining funds on a pro rata basis based on the amounts owing to each such Person."

2.5 The paragraph beginning with the word "<u>Ninth</u>" in Section 3.1(b) of the Depositary Agreement shall be amended and restated in its entirety as follows:

"<u>Ninth</u>, (i) on any Quarterly Payment Date, after the application of funds provided for in <u>clauses First</u>, <u>Second</u>, <u>Third</u>, <u>Fourth</u>, <u>Fifth</u>, <u>Sixth</u>, <u>Seventh</u> and <u>Eighth</u> on such date, if any, (1) to the extent any funds remain on deposit in the Revenue Account and (2) to the extent the Borrower has directed the Depositary Bank in the applicable Revenue Account Transfer Certificate duly completed and delivered in accordance with <u>Section 2.7</u>, the Depositary Bank shall transfer an amount up to the Borrower's Available Cash (as defined in the CQP LP Agreement) to the Local Distribution Account of the Borrower, as set forth in a Revenue Account Transfer Certificate duly completed and delivered in accordance with <u>Section 2.7</u>, the Depositary Bank in the applicable Revenue Account Transfer Certificate duly completed and delivered in accordance with <u>Section 2.7</u> and (ii) on any True-Up Date, to the extent the Borrower has directed the Depositary Bank in the applicable Revenue Account Transfer Certificate duly completed and delivered in accordance with <u>Section 2.7</u>, the Depositary Bank shall transfer an amount up to (taking into account any transfers previously made in respect of the prior Fiscal Quarter) the Borrower's Available Cash (as defined in the CQP LP Agreement) for the prior Fiscal Quarter to the Local Distribution Account of the Borrower, as set forth in a Revenue Account Transfer Certificate duly completed and delivered in accordance with <u>Section 2.7</u>."

2.6 Exhibit E to the Depositary Agreement is hereby amended and restated in its entirety as set forth in Annex 1 hereto.

Section 3. <u>Amendments to Intercreditor Agreement</u>. Each of the Borrower, the Administrative Agent and the Collateral Agent (in each case, at the direction of the Lenders party to this Amendment (constituting the Requisite Lenders)) agrees that:

3.1 The definition of Senior Class Debt Representative shall be amended and restated in its entirety as follows:

"Senior Class Debt Representative" means, with respect to the Credit Agreement Obligations, the Credit Agreement Administrative Agent, and with respect to any Additional First

Lien Debt, the Additional Agent representing such Additional First Lien Debt pursuant to the Additional First Lien Documents applicable to such Additional First Lien Debt that becomes and remains a party hereto in accordance with <u>Section 6.13</u> unless such Additional First Lien Debt has become Senior Unsecured Debt (as defined in the Depositary Agreement)."

3.2 The following sentence is hereby added to the end of Section 6.13:

"Notwithstanding anything herein to the contrary, the Credit Agreement Obligations or the Additional First Lien Debt, as applicable, shall no longer constitute First Lien Obligations hereunder to the extent that such Series of First Lien Obligations becomes Senior Unsecured Debt (as defined in the Depositary Agreement). Upon the Additional First Lien Debt becoming Senior Unsecured Debt, the Senior Class Debt Representative representing such Series of First Lien Obligations shall (A) send a written notice to the Collateral Agent and the Borrower notifying the Collateral Agent and the Borrower that it is no longer a Senior Class Debt Representative and the Credit Agreement Obligations or the Additional First Lien Debt, as applicable, that such Person represents no longer constitutes First Lien Obligations and (B) withdraw as a party to this Agreement."

Section 4. <u>Representations and Warranties</u>. The Borrower hereby represents and warrants to the Lenders that:

4.1 no Default or Event of Default has occurred and is continuing as of the date hereof or will result from the consummation of the transactions contemplated by the Amendment; and

4.2 each of the representations and warranties of the Borrower in the Credit Agreement and the other Financing Documents is true and correct in all material respects except for those representations and warranties that are qualified by materiality, which shall be true and correct in all respects, on and as of the date hereof (or, if stated to have been made solely as of an earlier date, as of such earlier date).

Section 5. <u>Effectiveness</u>. This Amendment shall become effective as of the date hereof upon the Administrative Agent receiving executed counterparts of this Amendment by each of the Borrower, the Collateral Agent, the Administrative Agent and the Requisite Lenders.

Section 6. <u>Financing Document</u>. This Amendment constitutes a Financing Document as such term is defined in, and for purposes of, the Credit Agreement.

Section 7. <u>Governing Law</u>. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, UNITED STATES OF AMERICA, WITHOUT ANY REFERENCE TO THE CONFLICT OF LAW PRINCIPLES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

Section 8. <u>Headings</u>. All headings in this Amendment are included only for convenience and ease of reference and shall not be considered in the construction and interpretation of any provision hereof.

Section 9. <u>Binding Nature and Benefit</u>. This Amendment shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

Section 10. <u>Counterparts</u>. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or portable document format ("pdf") shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 11. <u>No Modifications; No Other Matters</u>. Except as expressly provided for herein, the terms and conditions of the Credit Agreement, Depositary Agreement, the Intercreditor Agreement and the other Financing Documents shall continue unchanged and shall remain in full force and effect. Each amendment granted herein shall apply solely to the matters set forth herein and such amendment shall not be deemed or construed as an amendment of any other matters, nor shall such amendment apply to any other matters.

Section 12. Consents; Direction to Administrative Agent and Collateral Agent.

12.1 By their signature below, each of the Term Lenders and Revolving Lenders party hereto, constituting the Requisite

- (a) authorizes and consents to the Borrower making Restricted Payments on Quarterly Payment Dates and True-Up Dates in accordance with the Financing Documents;
- (b) authorizes and consents to any and all amendments and other modifications to each of the Financing Documents, the exhibits and schedules thereto and each other ancillary document, in each case, to the extent necessary or appropriate, in the reasonable opinion of the Administrative Agent to reflect and/or effect the amendments and modifications set forth in this Amendment; and
- (c) directs the Administrative Agent to (i) execute this Amendment and (ii) direct the Collateral Agent and Depositary Bank to execute this Amendment.

12.2 By its signature below, the Administrative Agent, as Controlling Agent (as defined in the Intercreditor Agreement) directs the Collateral Agent and the Depositary Bank to execute this Amendment.

[Remainder of the page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their officers thereunto duly authorized as of the day and year first above written.

CHENIERE ENERGY PARTNERS,

L.P.,

as Borrower

By: Cheniere Energy Partners GP, LLC, its general partner

By: /s/ Lisa C. Cohen Name: Lisa C. Cohen Title: Vice President and Treasurer

CHENIERE ENERGY INVESTMENTS, LLC, as Subsidiary Guarantor

By: /s/ Lisa C. Cohen Name: Lisa C. Cohen Title: Treasurer

CHENIERE PIPELINE GP INTERESTS, LLC,

as Subsidiary Guarantor

By: /s/ Lisa C. Cohen Name: Lisa C. Cohen

Title: Treasurer

CHENIERE CREOLE TRAIL PIPELINE, L.P.,

as Subsidiary Guarantor

By: CHENIERE PIPELINE GP INTERESTS, LLC, its general partner

By: /s/ Lisa C. Cohen

Name: Lisa C. Cohen Title: Treasurer

SABINE PASS LNG, L.P.,

as Subsidiary Guarantor

By: SABINE PASS LNG-GP, LLC, its General Partner

By: /s/ Lisa C. Cohen

Name: Lisa C. Cohen Title: Treasurer

SABINE PASS LNG-GP, LLC,

as Subsidiary Guarantor

By: /s/ Lisa C. Cohen Name: Lisa C. Cohen

Title: Treasurer

SABINE PASS LNG-LP, LLC,

as Subsidiary Guarantor

By: /s/ Lisa C. Cohen

Name: Lisa C. Cohen Title: Treasurer

SABINE PASS TUG SERVICES, LLC, as Subsidiary Guarantor

By: /s/ Lisa C. Cohen

Name: Lisa C. Cohen Title: Treasurer

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD,

as Administrative Agent and Controlling Agent under the Intercreditor Agreement

By: /s/ Lawrence Blat Name: Lawrence Blat Title: Authorized Signatory

MUFG UNION BANK, N.A., as the Collateral Agent and Depositary Bank

By: <u>/s/ Fernando Moreyra</u> Name: Fernando Moreyra Title: Vice President

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD, as Lender

By: /s/ Saad Iqbal Name: Saad Iqbal Title: Managing Director

SOCIÉTÉ GÉNÉRALE,

as Lender

By: /s/ Ellen Turkel Name: Ellen Turkel Title: Director

INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED SEOUL BRANCH, as Lender

By: /s/ Niu, Jianjun Name: Niu, Jianjun Title: General Manager

INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED NEW YORK BRANCH, as Lender

By: /s/ Guoshen Sun Name: Guoshen Sun Title: Deputy General Manager

INTESA SANPAOLO S.P.A., NEW YORK, BRANCH, as Lender

By: <u>/s/ Francesco DiMario</u> Name: Francesco DiMario Title: First Vice President

By: /s/ Nicholas A. Matacchieri Name: Nicholas A. Matacchieri Title: Vice President

JPMORGAN CHASE BANK, N.A.,

as Lender

By: /s/ Travis Watson

Name: Travis Watson Title: Vice President

MIZUHO BANK, LTD.,

as Lender

By: <u>/s/ Brian Caldwell</u> Name: Brian Caldwell Title: Managing Director

SUMITOMO MITSUI BANKING CORPORATION,

as Lender

By: /s/ Juan Kreutz Name: Juan Kreutz Title: Managing Director

MORGAN STANLEY SENIOR FUNDING, INC., as Lender

By: <u>/s/ Pat Layton</u> Name: Pat Layton Title: Vice President

BANK OF AMERICA, N.A., as Lender

By: /s/ Ronald E. McKaig Name: Ronald E. McKaig Title: Managing Director

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Lender

By: /s/ Nupur Kumar Name: Nupur Kumar Title: Authorized Signatory

By: <u>/s/ Christopher Zybrick</u> Name: Christopher Zybrick Title: Authorized Signatory

HSBC BANK USA, NATIONAL ASSOCIATION, as Lender

By: /s/ Raphael Dumas Name: Raphael Dumas Title: Director

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as Lender

By: /s/ Jim King Name: Jim King Title: Authorized Signatory

By: /s/ Joshua Hogarth Name: Joshua Hogarth Title: Authorized Signatory

ING CAPITAL LLC, as Lender

By: /s/ Subha Pasumarti Name: Subha Pasumarti Title: Managing Director

By: /s/ Cheryl LaBelle Name: Cheryl LaBelle Title: Managing Director

CHANGE ORDER FORM OSHA Handrail and Guardrail Modifications

PROJECT NAME: Sabine Pass LNG Stage 3 Liquefaction Facility

CHANGE ORDER NUMBER: CO-00022

DATE OF CHANGE ORDER: October 24, 2017

OWNER: Sabine Pass Liquefaction, LLC

CONTRACTOR: Bechtel Oil, Gas and Chemicals, Inc.

DATE OF AGREEMENT: May 4, 2015

The Agreement between the Parties listed above is changed as follows: (attach additional documentation if necessary)

- 1. Per Article 6.1.B of the Agreement, Parties agree Bechtel will modify the original stair rail system per the following:
 - a. Per OSHA 29 CFR 1910.29 (f)(1)(ii)(A)/(B), the height of stair rail systems installed before January 17, 2017 is not less than 30 or more than 34 inches from the leading edge of the stair tread to the top surface of the top rail; and the height of stair rail systems installed on or after January 17, 2017 is not less than 42 inches from the leading edge of the stair tread to the top surface of the top rail.
 - b. The modified stair railing design is in accordance with the specifications in the current version of OSHA 29 CFR Subpart D 1910 Subpart D Walking-Working Surfaces and is only applicable to the stairs previously fabricated and in process of installation.
 - c. Stair guardrails for stair railing "issued for construction" after January 17, 2017 will be per drawing 25936-100-SS-000-00017. These same standards will also be followed for the tank stairs.
 - d. Stair guardrails already fabricated and on-site will be retrofitted per drawing 25936-100-SS-000-00018.
 - e. Adjustments to lighting and bracketing due to changes in handrails.
 - The scope of work incorporated into the Agreement via this Change Order will be completed before Substantial Completion of Stage 3.

For clarity, these changes are depicted in Exhibit A of this Change Order.

- 2. This Change Order excludes any updates to Stage 3 vessels.
- 3. The overall cost breakdown associated with the increase in the OSHA Handrail and Guardrail Modifications is provided in Exhibit B of this Change Order.
- 4. Schedule C-1 (Milestone Payment Schedule) of Attachment C of the Agreement will be amended by including the milestone(s) listed in Exhibit C of this Change Order.

Adjustment to Contract Price

The original Contract Price was		2,987,000,000
Net change by previously authorized Change Orders (#0001-00021)	\$	97,638,960
The Contract Price prior to this Change Order was		3,084,638,960
The Contract Price will be increased by this Change Order in the amount of \$		2,081,387
The new Contract Price including this Change Order will be	\$	3,086,720,347

Adjustment to dates in Project Schedule

The following dates are modified (list all dates modified; insert N/A if no dates modified): N/A

Adjustment to other Changed Criteria (insert N/A if no changes or impact; attach additional documentation if necessary).N/A

Adjustment to Payment Schedule: Yes. See Exhibit C.

Adjustment to Minimum Acceptance Criteria: N/A

Adjustment to Performance Guarantees: N/A

Adjustment to Design Basis: N/A

Other adjustments to liability or obligation of Contractor or Owner under the Agreement:

Select either A or B:

[A] This Change Order **shall** constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and **shall** be deemed to compensate Contractor fully for such change. Initials: <u>/s/ BT</u> Contractor <u>/s/ EL</u> Owner

[B] This Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and shall not be deemed to compensate Contractor fully for such change. Initials: _____ Contractor _____ Owner

Upon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order. Except as modified by this and any previously issued Change Orders, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

/s/ Ed Lehotsky	/s/ Bhupesh Thakkar
Owner	Contractor
Ed Lehotsky	Bhupesh Thakkar
Name	Name
SVP LNG E&C	Senior Project Manager
Title	Title
November 8, 2017	October 24, 2017
Date of Signing	Date of Signing

CHANGE ORDER FORM Operating Spare Part Provisional Sum Closeout

PROJECT NAME: Sabine Pass LNG Stage 3 Liquefaction Facility

OWNER: Sabine Pass Liquefaction, LLC

CONTRACTOR: Bechtel Oil, Gas and Chemicals, Inc.

DATE OF AGREEMENT: May 4, 2015

The Agreement between the Parties listed above is changed as follows: (attach additional documentation if necessary)

- 1. The value of the Operating Spare Part Provisional Sum in the Agreement was U.S. \$6,354,664. Parties now agree to close this Provisional Sum. Actual cost for the Operational Spare Parts was \$0. The contract price will be decreased by \$6,735,944 which reflects the closure of the provisional sum and credit for the 6% fee.
- 2. The Provisional Sum breakdown is described as follows:
 - a. The previous Operating Spare Part Provisional Sum specified in Article 2.3 of Attachment EE, Schedule EE-2, of the Agreement was U.S. \$6,354,664. The Operating Spare Part Provisional Sum will be reduced by U.S. \$6,354,664. The new value of the Operating Spare Part Provisional Sum will be \$0.
 - b. The Parties agree to adjust the Aggregate Provisional Sum specified in Article 7.1A of the Agreement which prior to this Change Order was Three Hundred Twenty-Two Million, Six Hundred One Thousand, One Hundred One U.S. Dollars (U.S.\$322,601,101). This Change Order will decrease the Aggregate Provisional Sum amount by Six Million, Three Hundred Fifty-Four Thousand, Six Hundred Sixty-Four U.S. Dollars (U.S.\$6,354,664) and the new Aggregate Provisional Sum value shall be Three Hundred Sixteen Million, Two Hundred Forty-Six Thousand, Four Hundred Thirty-Seven U.S. Dollars (U.S. \$316,246,437).
- Schedule C-1 (Milestone Payment Schedule) of Attachment C of the Agreement will be amended by including the milestone(s) listed in Exhibit A of this Change Order.

Adjustment to Contract Price

\$ 2,987,000,000
\$ 99,720,347
\$ 3,086,720,347
\$ (6,735,944)
\$ 3,079,984,403
\$ \$ \$

Adjustment to dates in Project Schedule

The following dates are modified (list all dates modified; insert N/A if no dates modified): N/A

Adjustment to other Changed Criteria (insert N/A if no changes or impact; attach additional documentation if necessary).N/A

Adjustment to Payment Schedule: Yes. See Exhibit A.

Adjustment to Minimum Acceptance Criteria: N/A

Adjustment to Performance Guarantees: N/A

Adjustment to Design Basis: N/A

Other adjustments to liability or obligation of Contractor or Owner under the Agreement:

CHANGE ORDER NUMBER: CO-00023

DATE OF CHANGE ORDER: October 31, 2017

Select either A or B:

[A] This Change Order **shall** constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and **shall** be deemed to compensate Contractor fully for such change. Initials: <u>/s/ BT</u> Contractor <u>/s/ EL</u> Owner

[B] This Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and shall not be deemed to compensate Contractor fully for such change. Initials: _____Contractor _____Owner

Upon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order. Except as modified by this and any previously issued Change Orders, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

/s/ Ed Lehotsky	/s/ Bhupesh Thakkar
Owner Contractor	
Ed Lehotsky	Bhupesh Thakkar
Name	Name
SVP LNG E&C	Senior Project Manager
Title	Title
November 8, 2017	October 31, 2017
Date of Signing	Date of Signing

CHANGE ORDER FORM

PROJECT NAME: Sabine Pass LNG Stage 3 Liquefaction Facility

OWNER: Sabine Pass Liquefaction, LLC

CONTRACTOR: Bechtel Oil, Gas and Chemicals, Inc.

DATE OF AGREEMENT: May 4, 2015

The Agreement between the Parties listed above is changed as follows:

- In exchange for an adjustment to the Contract Price of U.S.\$ 1,000,000, Contractor hereby waives, relinquishes, remits and releases all claims, demands, actions, causes of actions or other rights at law, in contract, quantum meruit, unjust enrichment, tort, equity or otherwise that Contractor has or may have had against Owner (whether or not known to Contractor) arising out of the Agreement or the Project concerning any and all Force Majeure events occurring prior to October 1, 2017, including, but not limited to those Force Majeure events conveyed to Owner in the following correspondences:
 - a. Correspondence No. 25936-100-T16-GAM-00053, dated May 10, 2016;
 - b. Correspondence No. 25936-100-T17-GAM-00004, dated January 11, 2017;
 - c. Correspondence No. 25936-100-T17-GAM-00043, dated June 26, 2017;
 - d. Correspondence No. 25936-100-T17-GAM-00048, dated July 12, 2017; and
 - e. Correspondence No. 25936-100-T17-GAM-00059, dated September 6, 2017.

All reservations made by Contractor in the above referenced Correspondence (a) through (e) are waived by Contractor with respect to Force Majeure events.

 In addition, Owner shall pay Contractor One Million Nine Hundred Eighty-Eight Thousand U.S. Dollars (U.S.\$1,988,000) for short term craft incentives (the "Craft Incentive Payment") for any and all impacts arising out of Hurricane Harvey and associated events. This Craft Incentive Payment shall be paid by Owner under the Performance and Attendance Bonus (PAB) Incentive Program Provisional Sum.

Adjustment to Contract Price

The original Contract Price was		2,987,000,000
Net change by previously authorized Change Orders (#0001-00023)	\$	92,984,403
The Contract Price prior to this Change Order was	\$	3,079,984,403
The Contract Price will be increased by this Change Order in the amount of	\$	2,988,000
The new Contract Price including this Change Order will be	\$	3,082,972,403

Adjustment to dates in Project Schedule

The following dates are modified (list all dates modified; insert N/A if no dates modified): N/A

Adjustment to other Changed Criteria (insert N/A if no changes or impact; attach additional documentation if necessary).N/A

Adjustment to Payment Schedule: See Exhibit A.

Adjustment to Minimum Acceptance Criteria: N/A

Adjustment to Performance Guarantees: N/A

Adjustment to Design Basis: N/A

Other adjustments to liability or obligation of Contractor or Owner under the Agreement: N/A

CHANGE ORDER NUMBER: CO-00024

DATE OF CHANGE ORDER: November 28, 2017

Select either A or B:

[A] This Change Order **shall** constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and **shall** be deemed to compensate Contractor fully for such change. Initials: <u>/s/ BT</u> Contractor <u>/s/ EL</u> Owner

[B] This Change Order shall not constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and shall not be deemed to compensate Contractor fully for such change. Initials: _____Contractor _____Owner

Upon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order. Except as modified by this and any previously issued Change Orders, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

/s/ Ed Lehotsky	/s/ Bhupesh Thakkar
Owner	Contractor
Ed Lehotsky	Bhupesh Thakkar
Name	Name
SVP LNG E&C	Senior Project Manager
Title	Title
December 13, 2017	November 28, 2017
Date of Signing	Date of Signing

Exhibit 10.112

Execution Version

*** indicates material has been omitted pursuant to a Confidential Treatment Request filed with the Securities and Exchange Commission. A complete copy of this agreement has been filed separately with the Securities and Exchange Commission.

AMENDED AND RESTATED

FIXED PRICE SEPARATED TURNKEY AGREEMENT

for the

ENGINEERING, PROCUREMENT AND CONSTRUCTION

of the

CORPUS CHRISTI STAGE 2 LIQUEFACTION FACILITY

by and between

CORPUS CHRISTI LIQUEFACTION, LLC

as Owner

and

BECHTEL OIL, GAS AND CHEMICALS, INC.

as Contractor

Dated as of the 12th Day of December, 2017

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AMENDED AND RESTATED CORPUS CHRISTI STAGE 2 LIQUEFACTION FACILITY ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

THIS AMENDED AND RESTATED ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT (this "*Agreement*"), dated as of the 12th Day of December, 2017 (the "*Contract Date*"), is entered into by and between **CORPUS CHRISTI LIQUEFACTION, LLC**, a Delaware limited liability company, having its principal place of business at 700 Milam, Suite 1900, Houston, Texas 77002 ("*Owner*"), and **BECHTEL OIL, GAS AND CHEMICALS, INC.**, a Delaware corporation, having an address at 3000 Post Oak Boulevard, Houston, Texas 77056 ("*Contractor*" and, together with Owner, each a "*Party*" and together the "*Parties*").

RECITALS

WHEREAS, Owner desires that Contractor provide services for the engineering, procurement and construction of a turnkey LNG liquefaction facility comprised of one LNG train with a nominal production capacity of approximately 4.5 mtpa, one LNG storage tank with a working capacity of 160,000 cubic meters, one marine berth (East), and certain offsites, utilities, and supporting infrastructure to be owned by Owner and located at the Stage 2 Site (as defined below), which is located in San Patricio County and Nueces County near Portland, Texas, and all appurtenances thereto (as more fully described herein, "*the Stage 2 Liquefaction Facility*"), and (b) the commissioning, start-up and testing of the Stage 2 Liquefaction Facility, all as further described herein (collectively, the "*Project*"); and

WHEREAS, Contractor, itself or through its vendors, suppliers, and subcontractors, desires to provide the foregoing engineering, procurement, construction, commissioning, start-up and testing services on a fixed price, turnkey basis (which fixed price is separated for tax purposes);

WHEREAS, Owner and Contractor entered into an engineering, procurement and construction agreement as of the 6th day of December, 2013 (the "*Prior Stage 2 EPC Contract*") to accomplish the foregoing;

WHEREAS, Owner and Contractor desire to amend and restate the Prior Stage 2 EPC Contract by entering into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meanings specified in this Section 1.1.

"AAA" has the meaning set forth in Section 18.2.

"AAA Rules" has the meaning set forth in Section 18.2.

"Acceleration Schedule" has the meaning set forth in Section 5.6A.

"*Adverse Weather Conditions*" means rainfall, lightning or wind at the Site (including the preparation for and effects thereof) which, as mutually agreed in writing by either Contractor's Site Manager and Owner's Site Manager or Contractor Representative and Owner Representative, reasonably prevents a significant majority of the planned Work at the Site from being safely executed, and which therefore requires Contractor to evacuate or stand down seventy percent (70%) (or more) of Contractor's direct craft workforce for a Day.

"*Affiliate*" means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or otherwise.

"Aggregate Cap" has the meaning set forth in Section 20.1A.

"Aggregate Equipment Price" has the meaning set forth in Section 7.1A.

"Aggregate Labor and Skills Price" has the meaning set forth in Section 7.1B.

"Aggregate Provisional Sum" has the meaning set forth in Section 7.1C.

"*Agreement*" means this Agreement for the performance of the Work (including all Attachments, Schedules and Exhibits attached hereto), as it may be amended from time to time in accordance with this Agreement.

"*Applicable Codes and Standards*" means any and all codes, standards or requirements applicable to the Work set forth or listed in <u>Attachment A</u>, in any Applicable Law (subject to an adjustment by Change Order in accordance with Section 6.2A.1), or which are set forth or listed in any document or Drawing listed in <u>Attachment A</u>, which codes, standards and requirements shall govern Contractor's performance of the Work, as provided herein, *provided that*, with respect to Applicable Codes and Standards which are not set forth in any Applicable Law, any reference herein to such Applicable Codes and Standards shall refer to those Applicable Codes and Standards set forth or listed in any document or Drawing listed in <u>Attachment A</u>.

"*Applicable Law*" means all laws, statutes, ordinances, orders, decrees, injunctions, licenses, Permits, approvals, rules and regulations, including any conditions thereto, of any Governmental Instrumentality having jurisdiction over all or any portion of the Site, the Off-Site Rights of Way and Easements or the Project or performance of all or any portion of the Work or the operation of the Project, or other legislative or administrative action of a Governmental Instrumentality, or a final decree, judgment or order of a court which relates to the performance of Work hereunder.

"Books and Records" has the meaning set forth in Section 3.13A.

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"Bulk Order Subcontractors" means the Subcontractors listed as such in Attachment G.

"Business Day" means every Day other than a Saturday, a Sunday or a Day that is an official holiday for employees of the federal government of the United States of America.

"CAD" has the meaning set forth in Section 3.3E.

"Carve-Outs" has the meaning set forth in Section 20.1.

"Change in Law" means any amendment, modification, superseding act, deletion, addition or change in or to Applicable Law (excluding changes to tax laws where such taxes are based upon Contractor's income or profits/losses) that occurs and takes effect after May 15, 2011. A Change in Law shall include any official change in the interpretation or application of Applicable Law (including Applicable Codes and Standards set forth in Applicable Law), *provided that* such change is expressed in writing by the applicable Governmental Instrumentality.

"Change Order" means, after the execution of this Agreement, any of the following: (i) a written order issued by Owner to Contractor, in the form of <u>Schedule D-2</u>, (ii) a written instrument signed by both Parties in the form of <u>Schedule D-1</u>, in each case executed pursuant to the applicable provisions of Article 6, or (iii) a determination issued pursuant to Article 18, that authorizes an addition to, deletion from, suspension of, or any other modification or adjustment to the requirements of this Agreement, including the Work or any Changed Criteria.

"Changed Criteria" has the meaning set forth in Section 6.1A.

"Cheniere" means Cheniere Energy, Inc.

"Collateral Agent" means the collateral agent under the credit agreement for the financing of the Project.

"Commissioning Feed Gas" has the meaning set forth in Section 4.8C.

"Commissioning LNG" has the meaning set forth in Section 11.1C.

"Commissioning Period" has the meaning set forth in <u>Attachment T</u>.

"Confidential Information" has the meaning set forth in Section 19.3.

"Confirmed Acceleration Directive" has the meaning set forth in Section 5.6A.

"ConocoPhillips Intellectual Property" has the meaning set forth in Section 10.1D.

"ConocoPhillips License Agreement" means the license agreement between ConocoPhillips Company and Corpus Christi Liquefaction, LLC, relating to the Optimized Cascade Process for Subproject 3.

"ConocoPhillips Work Product" has the meaning set forth in Section 10.1D.

"Consequential Damages" has the meaning set forth in Section 20.4.

"Construction Equipment" means the equipment, machinery, structures, scaffolding, materials, tools, supplies and systems owned, rented or leased by Contractor or its Subcontractors or Sub-subcontractors for use in accomplishing the Work, but not intended for incorporation into the Project.

"Construction Equipment Lessor" means the Subcontractor or Sub-subcontractor, as the case may be, who rents or leases Construction Equipment.

"*Contract Date*" has the meaning set forth in the preamble.

"*Contract Price*" has the meaning set forth in Section 7.1, as may be adjusted by Change Order in accordance with the terms of this Agreement.

"Contractor" has the meaning set forth in the preamble hereto.

"Contractor Existing Intellectual Assets" has the meaning set forth in Section 10.1A.

"*Contractor Group*" means (i) Contractor and its Affiliates and (ii) the respective directors, officers, agents, employees, and representatives of each Person specified in clause (i) above.

"Contractor Permits" means the Permits listed in <u>Attachment P</u> and any other Permits (not listed in either <u>Attachment P</u> or <u>Attachment P</u>) necessary for performance of the Work which are required to be obtained in Contractor's name pursuant to Applicable Law.

"*Contractor Representative*" means that Person or Persons designated by Contractor in a written notice to Owner specifying any and all limitations of such Person's authority, and acceptable to Owner, who shall have complete authority to act on behalf of Contractor on all matters pertaining to this Agreement or the Work including giving instructions and making changes in the Work. The Contractor Representative as of the Contract Date is designated in Section 2.2B.

"Contractor's Confidential Information" has the meaning set forth in Section 19.2.

"Contractor's Site Manager" has the meaning set forth in Section 2.2B.

"Controlled Areas" has the meaning set forth in <u>Attachment Y</u>.

"*Cool Down*" means the controlled process by which a process system is taken from its ambient condition (purged and cleaned of air, moisture and debris, etc.) and cooled down to its cryogenic temperature (at or below - 260°F) through the use of LNG, which shall be set forth in the Project Commissioning Plan. A system has achieved "Cool Down" when it has reached its cryogenic temperature in a stable condition.

"Corrective Work" has the meaning set forth in Section 12.3.

"CPM Schedule" has the meaning set forth in Section 5.4.

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"Currency Provisional Sum" has the meaning set forth in Attachment EE.

"Daily Quantities" has the meaning set forth in Section 11.1B.

"Day" means a calendar day.

"Default" has the meaning set forth in Section 16.1A.

"Defect" or "Defective" has the meaning set forth in Section 12.1A.

"Defect Correction Period" means the period commencing upon Substantial Completion and ending eighteen (18) months thereafter.

"Delay Liquidated Damages" has the meaning set forth in Section 13.1.

"Design Basis" means the basis of design and technical limits and parameters of the Stage 2 Liquefaction Facility as set forth in <u>Attachment A</u>.

"Disclosing Party" has the meaning set forth in Section 19.3.

"*Dispute*" has the meaning set forth in Section 18.1.

"Dispute Notice" has the meaning set forth in Section 18.1.

"*Drawings*" means the graphic and pictorial documents showing the design, location and dimensions of the Stage 2 Liquefaction Facility, generally including plans, elevations, sections, details, schedules and diagrams, which are prepared as a part of and during the performance of the Work.

"Effective Date" means the earlier of the date on which Owner issues a (i) Limited Notice to Proceed in accordance with Section 5.1 or (ii) NTP in accordance with Section 5.2.

"Environmental Law" means any Applicable Law relating to (i) pollution; (ii) protection of human health and safety (to the extent such health and safety relates to exposure to Hazardous Materials, including any Pre-Existing Contamination), natural resources or the environment; or (iii) any exposure to, or presence, generation, manufacture, use, handling, storage, treatment, processing, transport or disposal, arrangement for transport or disposal, spill, discharge or other release of Hazardous Materials, including any Pre-Existing Contamination.

"*Equipment*" means all equipment, materials, supplies, software, licenses and systems required for the completion of and incorporation into the Stage 2 Liquefaction Facility. Notwithstanding the foregoing, equipment required to be engineered, procured or constructed under the Stage 1 EPC Agreement shall not be considered Equipment under this Agreement.

"Escrow Agent" means the escrow agent under the Escrow Agreement.

"Escrow Agreement" means the escrow agreement between Owner, Escrow Agent and Contractor, which shall be in the form attached hereto as <u>Attachment DD</u>.

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"Escrowed Amounts" has the meaning set forth in Section 18.4.

"Feed Document" has the meaning set forth in Attachment A.

"Feed Gas" means the Natural Gas that is to be used as feed stock for the Stage 2 Liquefaction Facility.

"FERC" means the Federal Energy Regulatory Commission.

"FERC Authorization" means the authorization by the FERC granting to Owner the approvals requested in that certain application filed by Owner with the FERC on August 31, 2012, in Docket No CP12-507-000 (as may be amended from time to time) pursuant to Section 3(a) of the Natural Gas Act and the corresponding regulations of the FERC.

"FERC Authorization for Commissioning" has the meaning set forth in Section 11.1A.

"Final Completion" means that all Work and all other obligations under this Agreement (except for that Work and obligations that survive the termination or expiration of this Agreement, including obligations for Warranties and correction of Defective Work pursuant to Section 12.3 and any other obligations covered under Section 11.6), are fully and completely performed in accordance with the terms of this Agreement, including: (i) the achievement of Substantial Completion; (ii) the completion of all Punchlist items; (iii) delivery by Contractor to Owner of a fully executed Final Conditional Lien and Claim Waiver in the form of <u>Schedule K-5</u>, <u>Exhibits K-5-1</u> and <u>K-5-</u>2; (iv) delivery by Contractor to Owner of all documentation required to be delivered under this Agreement as a prerequisite of achievement of Final Completion, including Record Drawings; (v) removal from the Site of all of Contractor's, Subcontractors' and Subsubcontractors' personnel, supplies, waste, materials, rubbish, and temporary facilities; (vi) delivery by Contractor to Owner of fully executed Final Conditional Lien and Claim Waivers from all Lien Waiver Subcontractors in the form in <u>Schedule K-7</u>, <u>Exhibits K-7-1</u> and <u>K-7-2</u>; (vii) fully executed Final Conditional Lien and Claim Waivers from Major Sub-subcontractors in a form substantially similar to the form in <u>Schedule K-7</u>, <u>Exhibits K-7-1</u> and <u>K-7-2</u>; (viii) delivery by Contractor to Owner of a Final Completion Certificate in the form of <u>Attachment N</u> and as required under Section 11.6; (ix) Contractor has, pursuant to Section 3.4, delivered to the Project all Operating Spare Parts List to be delivered to the Project prior to Final Completion; and (x) if pursuant to Section 11.4A Substantial Completion was achieved without Contractor having achieved the Performance Guarantee, Contractor has achieved the Performance Guarantee or has paid the applicable Performance Liquidated Damages.

"Final Completion Certificate" has the meaning set forth in Section 11.6.

"Final Conditional Lien and Claim Waiver" means the waiver and release provided to Owner by Contractor, Lien Waiver Subcontractors and Major Sub-subcontractors in accordance with the requirements of Section 7.3, which shall be in the form of <u>Attachment K, Schedules K-5</u> and <u>K-7</u>.

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"Final Unconditional Lien and Claim Waiver" means the waiver and release provided to Owner by Contractor, Lien Waiver Subcontractors and Major Sub-subcontractors in accordance with the requirements of Section 7.3, which shall be in the form of <u>Attachment K, Schedules K-6</u> and <u>K-8</u>.

"First Cargo" means One Hundred Sixty Thousand (160,000) cubic meters of LNG is produced by LNG Train 3.

"First Cargo Bonus" has the meaning specified in Section 13.2B.1.

"First Cargo Bonus Date" has the meaning specified in Section 13.2B.2.

"Force Majeure" means any act or event that (i) prevents or delays the affected Party's performance of its obligations in accordance with the terms of this Agreement, (ii) is beyond the reasonable control of the affected Party, not due to its fault or negligence, and (iii) could not have been prevented or avoided by the affected Party through the exercise of due diligence. Force Majeure may include Adverse Weather Conditions, catastrophic storms, lightning or floods, tornadoes, hurricanes, a named tropical storm, earthquakes and other acts of God, wars, civil disturbances, revolution, acts of public enemy, acts of terrorism, credible threats of terrorism, revolts, insurrections, sabotage, riot, plague, epidemic, commercial embargoes, expropriation or confiscation of the Project, epidemics, fires, explosions, industrial action or strike (except as excluded below), and actions of a Governmental Instrumentality that were not requested, promoted, or caused by the affected Party. For avoidance of doubt, Force Majeure shall not include any of the following: (i) economic hardship unless such economic hardship was otherwise caused by Force Majeure; (ii) industrial actions and strikes involving only the employees of Contractor or any of its Subcontractors; or (iv) nonperformance or delay by Contractor or its Subcontractors or Sub-subcontractors, unless such nonperformance or delay was otherwise caused by Force Majeure.

"Fuel Provisional Sum" has the meaning set forth in Attachment EE.

"GAAP" means generally accepted accounting principles in the United States of America.

"Geotechnical Reports" means the following reports prepared by Tolunay-Wong Engineers, Inc. ("TWEI") and provided by Owner to Contractor prior to the Contract Date:

- (i) "Geotechnical Recommendations Report LNG Tank 2401-A, Corpus Christi LNG Project, Gregory, Texas", May 2013;
- (ii) "Geotechnical Recommendations Report LNG Tank 2401-B, Corpus Christi LNG Project, Gregory, Texas", June 2013;
- (iii) "Geotechnical Recommendations Report LNG Tank 2401-C, Corpus Christi LNG Project, Gregory, Texas", June 2013;



- (iv) "Supplemental Data Report, Volume II, Corpus Christi LNG Project, Gregory, Texas", April 2013;
- (v) "Geotechnical Report, Corpus Christi Liquefaction Project, Gregory, Texas", August 2012;
- (vi) "Draft Geotechnical Data Report Corpus Christi LNG Project, Ingleside, Texas", May 2012;
- (vii) "Supplemental Geotechnical Investigation, Data Report, Corpus Christi LNG Terminal, Corpus Christi, Texas", October 2007;
- (viii) "Supplemental Geotechnical Investigation, Marine Terminal, Draft Final Report, Corpus Christi LNG Terminal, Corpus Christi, Texas", March 2006;
- (ix) "Final Report Geotechnical Investigation Berth Area Liquefied Natural Gas Terminal, Corpus Christi, Texas", September 2003;
- (x) "Slope Stability Analysis 2.52H:1V Dredged Slope Berth Area Marine Terminal Corpus Christi LNG Project Memo", April 12, 2006;
- (xi) "Draft Report Supplemental Geotechnical Investigations Offsite facilities, Liquefied Natural Gas Terminal, Corpus Christi, Texas", June 2006;
- (xii) Plot of previous borings with tags, dated June 5, 2011;
- (xiii) "Geotechnical Investigation, Offsite Facilities, Final Report, Corpus Christi LNG Terminal, Corpus Christi, Texas", August 2006;
- (xiv) "Geotechnical Investigation, Process Area, Piperack, and Waterline, Corpus Christi LNG Terminal, Corpus Christi, Texas", September 2003;
- (xv) "Environmental Soil Sampling, Testing Results, Corpus Christi LNG Terminal", email August 15, 2003;
- (xvi) "Final Report Geotechnical Investigation, LNG Tank Area, Corpus Christi LNG Terminal, Corpus Christi, Texas", September 2003, TWEI Project No 03-569;
- (xvii) "Geotechnical Investigation, Ethane Tank, Corpus Christi, Texas", June 2011, TWEI Project No 11.14.050;
- (xviii) "Final Report, Seismic and Tsunami Hazard Evaluations for the LNG Export Facility in Corpus Christi, Texas", URS Corporation, August 7, 2012;
- (xix) "Initial Laboratory Test Results Test Pits Laydown Area", July 2014, TWEI Project No. 14.14.081;



- (xx) "Additional Test Results Laydown Area Test Pits", July 2014, TWEI Project No. 14.14.081;
- (xxi) "Geotechnical Exploration Report Electrical Pole Line (BH-301 to BH-309)", August 2014, TWEI Project No. 14.14.081;
- (xxii) "Geotechnical Exploration Report Building Structures (BH-400 to BH-402), August 2014, TWEI Project No. 14.14.081;
- (xxiii) "Laboratory Test Results Test Pits 203, 208, 210, 211 and 220", October 2014, TWEI Project No. 14.14.081;
- (xxiv) "Laboratory Test Results Test Pits 214 and 221", October 2014, TWEI Project No. 14.14.081;
- (xxv) "Swell Test Results-BH-400", October 2014, TWEI Project No. 14.14.081; and,
- (xxvi) "Swell Test Results-BH-402", October 2014, TWEI Project No. 14.14.081.

"Good Engineering and Construction Practices" or "GECP" means the generally accepted practices, skill, care, methods, techniques and standards employed by the international LNG industry at the time of the Contract Date that are commonly used in prudent engineering, procurement and construction to safely design, construct, pre-commission, commission, start-up and test LNG export, liquefaction and send-out terminal facilities of similar size and type as the Project, in accordance with Applicable Law and Applicable Codes and Standards.

"Governmental Instrumentality" means any federal, state or local department, office, instrumentality, agency, board or commission having jurisdiction over a Party or any portion of the Work, the Project, the Site or the Off-Site Rights of Way and Easements.

"Guarantee Conditions" means the LNG Production Rate Guarantee Conditions.

"Guaranteed Substantial Completion Date" has the meaning set forth in Section 5.3B as may be adjusted by Change Order in accordance with the terms of this Agreement.

"Guarantor" means Bechtel Global Energy, Inc., a Delaware corporation.

"Hazardous Materials" means any substance that under Environmental Law is considered to be hazardous or toxic, or that is or may be required to be remediated, including (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to Environmental Law, or (iii) any other chemical, material, substance or waste,

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exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Instrumentality, or which may be the subject of liability under Environmental Law for damages, costs or remediation.

"HSE Plan" has the meaning set forth in Section 3.10A.

"Indemnified Party" means any member of the Owner Group or the Contractor Group, as the context requires.

"Indemnifying Party" means Owner or Contractor, as the context requires.

"*Independent Engineer*" means the engineer(s) employed by Lender.

"*Insolvency Event*" in relation to any Party or Guarantor means the bankruptcy, insolvency, liquidation, administration, administrative or other receivership or dissolution of such Party or Guarantor, and any equivalent or analogous proceedings by whatever name known and in whatever jurisdiction, and any step taken (including the presentation of a petition or the passing of a resolution or making a general assignment or filing for the benefit of its creditors) for or with a view toward any of the foregoing.

"Insurance Provisional Sum" has the meaning set forth in Attachment EE.

"Intellectual Property" has the meaning set forth in Section 10.1A.

"Interim Adjustment" has the meaning set forth in Attachment EE.

"Interim Conditional Lien Waiver" means the conditional waiver and release provided to Owner by Contractor, Lien Waiver Subcontractors and Major Sub-subcontractors in accordance with the requirements of Section 7.2D, which shall be in the form of <u>Attachment K, Schedules K-1</u> and <u>K-3</u>.

"*Interim Unconditional Lien Waiver*" means the unconditional waiver and release provided to Owner by Contractor, Lien Waiver Subcontractors, Major Sub-subcontractors and Bulk Order Subcontractors in accordance with the requirements of Section 7.2D, which shall be in the form of <u>Attachment K</u>, <u>Schedules K-2</u> and <u>K-4</u>.

"Invoice" means Contractor's request for a payment pursuant to Section 7.2, which invoice shall be in the form of Attachment I.

"Key Personnel" or "Key Persons" has the meaning set forth in Section 2.2A.

"Landowner" means any landowner that has leased land or provided a right of way or easement to Owner in connection with the Project.

"Lender" means any entity or entities providing temporary or permanent debt financing to Owner for the Project.

"Letter of Credit" has the meaning set forth in Section 9.2.

"Level II" means a level of detail in the CPM Schedule that has three hundred (300) to four hundred (400) activities and has logical relationships at a summary level. The work breakdown structure in the Level II CPM Schedule is by Project phase (engineering, procurement, construction, startup and commissioning) and discipline/commodity (process engineering, mechanical engineering, etc. for engineering disciplines and Site work, concrete, steel, piping, etc. for construction). Critical Major Equipment (including bulk material requirements) and Subcontract procurement and deliveries are captured in the Level II CPM Schedule. All major schedule milestones are shown. The Level II CPM Schedule may be resource loaded to check staffing levels or installation rates.

"Level III" means a level of detail in the CPM Schedule which is an implementation (control) schedule used to direct the Work by providing schedule parameters to the more detailed implementation level, identify and resolve schedule problems, status progress in terms of Milestones, measure the impact of scope changes and delays, develop recovery plans, and support schedule-related contractual action. The work breakdown structure in the Level III CPM Schedule is at an area level, and shall involve over two thousand (2,000) activities. The Level III CPM Schedule is developed with the assistance of and accepted by Contractor's Key Personnel. All Major Equipment (including bulk material requirements) are scheduled at area level and detailed construction activities at each commodity level follow the same area concept. The Subcontract schedules are similarly developed for each area, as applicable.

"*Lien Waiver Subcontract*" means any Subcontract either (i) having an aggregate value in excess of *** U.S. Dollars (U.S.\$***), (ii) multiple Subcontracts with one Subcontractor that have an aggregate value in excess of *** U.S. Dollars (U.S.\$***), or (iii) entered into with a Major Subcontractor.

"Lien Waiver Subcontractor" is any Subcontractor who has entered into a Lien Waiver Subcontract.

"Limited Notice to Proceed" or "LNTP" has the meaning set forth in Section 5.1.

"Liquefaction Facility" means collectively Subproject 1, Subproject 2 and Subproject 3.

"Liquefaction Facility Site" means collectively the Stage 1 Site and the Stage 2 Site as shown in greater detail in Attachment Y.

"Liquidated Damages" means Performance Liquidated Damages and Delay Liquidated Damages.

"LNG" means liquefied Natural Gas.

"LNG Production Bonus" has the meaning specified in Section 13.2A.1.

"LNG Production Bonus Date" has the meaning specified in Section 13.2A.2.

"LNG Production Rate" has the meaning set forth in <u>Attachment T</u>.

"LNG Production Rate Guarantee Conditions" has the meaning set forth in Attachment S.

"LNG Production Rate MAC" has the meaning set forth in <u>Attachment T</u>.

"LNG Production Rate Performance Guarantee" has the meaning set forth in Attachment T.

"LNG Production Rate Performance Test" has the meaning set forth in <u>Attachment T</u>.

"*LNG Tanker*" means any ocean-going vessel used by Owner or its designee for the transportation of LNG produced at the Liquefaction Facility.

"LNG Train" means, unless otherwise expressly stated in this Agreement, LNG Train 3.

"LNG Train 1" has the meaning set forth in the Stage 1 EPC Agreement.

"LNG Train 2" has the meaning set forth in the Stage 1 EPC Agreement.

"LNG Train 3" has the meaning set forth in this Agreement and Attachment A.

"LNTP No. 1" has the meaning specified in Section 5.1B.1.

"LNTP No. 2" has the meaning specified in Section 5.1B.2.

"LNTP No. 3" has the meaning specified in Section 5.1B.3.

"*LNTP Work*" means the Work, if any, which shall be performed upon issuance of any LNTP (including LNTP No. 1, LNTP No. 2 and LNTP No. 3).

"Major Equipment" means the items of Equipment listed as such in <u>Attachment G</u>.

"Major Subcontract" means any Subcontract with a Subcontractor for those portions of the Work listed in Section 1.3 of Attachment G.

"Major Subcontractor" means a Subcontractor who enters into a Major Subcontract.

"*Major Sub-subcontract*" means any Sub-subcontract with a Sub-subcontractor for those portions of the Work listed in Section 1.4 of <u>Attachment G</u>.

"Major Sub-subcontractor" means a Sub-subcontractor who enters into a Major Sub-subcontract.

"Milestone" means a designated portion of the Work, as shown in Attachment C, Schedule C-1.

"Minimum Acceptance Criteria" or "MAC" means the LNG Production Rate MAC.

"Minimum Acceptance Criteria Correction Period" has the meaning set forth in Section 11.4B.

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"MMBtu" means million British thermal units.

"MMSCF" means million SCF.

"MMSCFD" means million SCFD.

- "Mobilization Payment" has the meaning set forth in Section 7.2A.
- "Month" means a Gregorian calendar month; "month" means any period of thirty (30) consecutive Days.

"Monthly" means an event occurring or an action taken once every Month.

"Monthly Payments" has the meaning set forth in Section 7.2B.

"Monthly Progress Reports" has the meaning set forth in Section 3.19A.3.

"Month N" has the meaning set forth in Section 7.2C.

"Month N-1" means the Month prior to Month N.

"Month N-2" means the Month prior to Month N-1.

"Month N-3" means the Month prior to Month N-2.

"*Month* N+1" has the meaning set forth in Section 7.2C.1.

"Natural Gas" means combustible gas consisting primarily of methane.

"Non-Hazardous Wastes" means materials destined for discard that do not constitute Pre-Existing Contamination or any other Hazardous Materials.

"Notice to Proceed" or "NTP" has the meaning set forth in Section 5.2.

"Off-Site Rights of Way and Easements" has the meaning set forth in Section 4.3B.

"Operating Spare Part Provisional Sum" has the meaning set forth in Attachment EE.

"Operating Spare Parts" has the meaning set forth in Section 3.4.

"Operating Spare Parts List" has the meaning set forth in Section 3.4.

"Operations Activity" or "Operations Activities" has the meaning set forth in Section 11.7.

"Optimized Cascade Process" means ConocoPhillips Company's natural gas cascade liquefaction process for transforming a methanerich gas stream from the gas state to the liquid state wherein refrigerative cooling is provided by three cascaded refrigeration cycles which employ predominantly pure refrigerants and wherein the final refrigerant is either methane or predominantly methane in an open or closed cycle configuration.

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"OSBL Facilities" has the meaning specified in the Scope of Facilities.

"Outstanding Claims" has the meaning set forth in Section 20.1B.

"Outstanding Claims Amount" has the meaning set forth in Section 20.1B.

"Owner" has the meaning set forth in the preamble hereto.

"Owner Default' has the meaning set forth in Section 16.5.

"Owner Group" means (i) Owner, its parent, Lender, and each of their respective Affiliates and (ii) the respective directors, officers, agents, employees and representatives of each Person specified in clause (i) above.

"*Owner Permits*" means the Permits listed in <u>Attachment Q</u> and any other Permits (not listed in either <u>Attachment P</u> or <u>Attachment Q</u>) necessary for performance of the Work or the operation of the Liquefaction Facility and which are required to be obtained in Owner's name pursuant to Applicable Law.

"Owner Quarterly Confirmation" has the meaning set forth in Section 4.1A.

"Owner Representative" means that Person or Persons designated by Owner in a written notice to Contractor who shall have complete authority to act on behalf of Owner on all matters pertaining to the Work, including giving instructions and making changes in the Work. The Owner Representative as of the Contract Date is designated in Section 4.9.

"Owner's Confidential Information" has the meaning set forth in Section 19.1.

"Owner's Site Manager" has the meaning set forth in Section 4.9.

"P&ID's" means piping and instrumentation diagrams.

"Parent Guarantee" has the meaning set forth in Section 21.18.

"Party" or "Parties" means Owner and/or Contractor and their successors and permitted assigns.

"*Payment Schedule*" means the schedule of Milestone payments as set forth in <u>Attachment C</u>, <u>Schedule C-1</u>, and the schedule of Monthly Payments set forth in <u>Attachment C</u>, <u>Schedule C-2</u>.

"Performance Guarantee" means the LNG Production Rate Performance Guarantee.

"Performance LD Exposure" has the meaning set forth in Section 20.1B.

"Performance Liquidated Damages" has the meaning set forth in Attachment T.

"Performance Test Procedures" has the meaning set forth in Section 11.2.

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"*Performance Tests*" means the tests performed (including any repetition thereof) to determine whether the Project meets the Performance Guarantee and/or Minimum Acceptance Criteria set forth in <u>Attachment T</u>, which tests shall be as specified in and consistent with <u>Attachment S</u>.

"*Permit*" means any valid waiver, certificate, approval (including FERC Authorization), consent, license, exemption, variance, franchise, permit, authorization or similar order or authorization from any Governmental Instrumentality required to be obtained or maintained in connection with the Project, the Site, the Work or the Off-Site Rights of Way and Easements, including any condition or requirement imposed under any of the foregoing.

"*Person*" means any individual, company, joint venture, corporation, partnership, association, joint stock company, limited liability company, trust, estate, unincorporated organization, Governmental Instrumentality or other entity having legal capacity.

"Potential Lender" has the meaning set forth in Section 21.16A.

"*Pre-Existing Contamination*" means Hazardous Materials (i) present in concentrations that exceed action levels which trigger a duty to investigate or respond as established under Environmental Law to protect human health and safety, (ii) located at the Site or the Off-Site Rights of Way and Easements, and (iii) that pre-date Contractor's and its Subcontractors' and Sub-subcontractors' commencement of any Work under this Agreement, excluding any Hazardous Materials which Contractor is responsible for under the Stage 1 EPC Agreement.

"Pre-Substantial Completion Liabilities" has the meaning set forth in Section 20.1B.

"*Prior Stage 2 EPC Contract*" means the Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility between Corpus Christi Liquefaction, LLC and Contractor, dated December 6, 2013.

"Prohibited Areas" has the meaning set forth in Attachment Y.

"Project" has the meaning set forth in the recitals hereto.

"*Project Commissioning Plan*" means the detailed plan which shall be provided by Contractor to Owner in accordance with <u>Attachment</u> \underline{V} .

"Project Insurances" has the meaning set forth in <u>Attachment EE</u>.

"*Project Schedule*" means the schedule for performance of the Work, including the Target Substantial Completion Date and the Guaranteed Substantial Completion Date, as more particularly described in <u>Attachment E</u>.

"*Provisional Sum*" means, collectively or individually, the Insurance Provisional Sum, the Operating Spare Part Provisional Sum, the 9% Nickel and Cryogenic-Rebar Provisional Sum, the Currency Provisional Sum, and the Fuel Provisional Sum.

"PSIG" means pounds per square inch, gauge.

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"*Punchlist*" means a list of those finishing items required to complete the Work, the completion of which shall not materially interrupt nor affect the safe operation of all or any part of the Project after Substantial Completion, as more fully described in Section 11.5 of this Agreement.

"Qualified Research Expenditures" means the costs funded by Owner under this Agreement that are incurred in connection with Work performed by Contractor, its Subcontractors and Sub-subcontractors which meet all of the requirements of Section 41(d)(1) of the Internal Revenue Code of 1986, as amended, and which are related to the development or improvement of a business component of the Project.

"*Ready for Performance Testing*" means that all of the following have occurred with respect to Subproject 3: (i) Subproject 3 has started operation and successfully produced LNG; (ii) all OSBL Facilities required for Subproject 3 to start operation and successfully produce LNG are operational sufficiently to start the Performance Test; (iii) Contractor has completed all procurement, fabrication, assembly, erection, installation, and pre- commissioning checks and tests of the Project to ensure that the entire Work, and each component thereof, was sufficiently fabricated, assembled, erected and installed so as to be capable of being operated safely within the requirements contained in this Agreement; and (iv) all portions of the Project have attained the state of completion necessary for commencement of the LNG Production Rate Performance Test.

"*Ready for Start Up*" or "*RFSU*" means that Contractor has completed all applicable Work in accordance with the requirements contained in this Agreement to ensure that Subproject 3 is ready to receive Commissioning Feed Gas in those quantities requested by Contractor pursuant to Section 11.1B to begin commissioning of the gas treatment portions of LNG Units 12 and 13.

"Receiving Party" has the meaning set forth in Section 19.3.

"*Record Drawings and Specifications*" means final, record Drawings and Specifications of the Project showing the "as-built" conditions of the completed Project, as required under <u>Attachment B</u>. The foregoing record Drawings are also referred to herein as "*Record Drawings*".

"Recovery Schedule" has the meaning set forth in Section 5.5.

"Reduction" has the meaning set forth in Section 20.1B.

"Reduction Date" has the meaning set forth in Section 20.1B.

"Safety Standards" has the meaning set forth in Section 3.10A.

"SCF" means standard cubic feet.

"SCFD" means standard cubic feet per Day.

"Scope of Facilities" has the meaning set forth in Attachment A.

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"Scope of Work" means the description of Work to be performed by Contractor as set forth in this Agreement, including as more specifically set forth in <u>Attachment A</u>.

"SEC' means the Securities and Exchange Commission or any successor entity thereto.

"Ship Loading Time Test" means the commissioning test performed to measure LNG Tanker loading time, which test shall be as specified in and consistent with <u>Attachment S</u>.

"Site" means the Liquefaction Facility Site.

"*Specifications*" means those documents consisting of the written requirements for Equipment, standards and workmanship for the Work, which are prepared as a part of and during the performance of the Work.

"*Stage 1 EPC Agreement*" means the engineering, procurement and construction agreement between Owner and Contractor dated December 6th, 2013 for the engineering, procurement, construction, commissioning, start-up and testing of Subproject 1 and Subproject 2, to be located at the Stage 1 Site.

"Stage 1 Liquefaction Facility" means the facilities that are engineered, procured and constructed pursuant to the Stage 1 EPC Agreement, including LNG Train 1, LNG Train 2 and related facilities to be engineered, procured, constructed, pre-commissioned, commissioned and tested by Contractor under the Stage 1 EPC Agreement, as further described in the Stage 1 EPC Agreement.

"Stage 1 Site" means those areas where the Stage 1 Liquefaction Facility will be located as further described in the Stage 1 EPC Agreement and shown in greater detail in <u>Attachment Y</u>.

"Stage 2 Liquefaction Facility" means the facilities contemplated in this Agreement (including the Scope of Work) at the Stage 2 Site, including LNG Train 3 and related facilities to be engineered, procured, constructed, pre-commissioned, commissioned and tested by Contractor under this Agreement.

"Stage 2 Site" means those areas where the Stage 2 Liquefaction Facility will be located as shown in greater detail in <u>Attachment Y</u>.

"Start Up" means the start-up of Subproject 3 or portion thereof as described in <u>Attachment V</u>.

"Subcontract" means an agreement by Contractor with a Subcontractor for the performance of any portion of the Work.

"Subcontractor" means any Person, including an Equipment supplier or vendor, who has a direct contract with Contractor to manufacture or supply Equipment which is a portion of the Work, to lease Construction Equipment to Contractor in connection with the Work, or to otherwise perform a portion of the Work.

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"Subproject" means, unless otherwise expressly stated in this Agreement, Subproject 3 which shall compose the entire Project.

"Subproject 1" has the meaning set forth in the Stage 1 EPC Agreement.

"*Subproject 2*" has the meaning set forth in the Stage 1 EPC Agreement.

"*Subproject 3*" is comprised of LNG Train 3 of the Stage 2 Liquefaction Facility and all OSBL Facilities required for LNG Train 3 to receive Natural Gas, produce LNG, transfer LNG to the Tanks and then load LNG Tankers from the Tanks.

"Substantial Completion" means that all of the following have occurred with respect to Subproject 3: (i) the Minimum Acceptance Criteria has been achieved; (ii) the Performance Guarantee has been achieved, or if the Performance Guarantee has not been achieved but the MAC has been achieved, Contractor either (A) has paid the applicable Performance Liquidated Damages or (B) elects or is directed to take corrective actions to achieve the Performance Guarantee pursuant to Section 11.4A(ii); (iii) the Work (including training in accordance with Section 3.5 and the delivery of all documentation required as a condition of Substantial Completion under this Agreement (including documentation required for operation, including test reports) has been completed in accordance with the requirements of this Agreement other than any Work which meets the definition of Punchlist; (iv) Contractor has delivered to Owner the Substantial Completion Certificate in the form of <u>Attachment M</u>, as required under Section 11.2; (v) Contractor has obtained all Contractor Permits; and (vi) Contractor has, pursuant to Section 3.4, delivered to the Site all Operating Spare Parts required by the Operating Spare Parts List to be delivered to the Site prior to Substantial Completion.

"Substantial Completion Certificate" has the meaning set forth in Section 11.2.

"*Sub-subcontract*" means any agreement by a Subcontractor with a Sub-subcontractor or by a Sub-subcontractor with another Sub-subcontractor for the performance of any portion of the Work.

"*Sub-subcontractor*" means any Person, including an Equipment supplier or vendor, who has a direct or indirect contract with a Subcontractor or another Sub-subcontractor to manufacture or supply Equipment which comprises a portion of the Work, to lease Construction Equipment to Subcontractor or another Sub-subcontractor in connection with the Work, to perform a portion of the Work or to otherwise furnish labor or materials.

"Subsurface Soil Conditions" means subsurface conditions at the Site and the Off-Site Rights of Way and Easements (excluding subsurface Pre-Existing Contamination and any other subsurface Hazardous Materials).

"*Tank*" means any of the LNG tanks located at the Site, unless otherwise specifically stated.

"*Target Substantial Completion Date*" means the date specified in <u>Attachment E</u>, which represents the target date for achieving Substantial Completion.



"*Taxes*" means any and all taxes, assessments, levies, duties, fees, charges and withholdings of any kind or nature whatsoever and howsoever described, including value-added, sales and use taxes (excluding any Texas Sales and Use Taxes on Equipment), gross receipts, license, payroll, federal, state, local or foreign income, environmental, profits, premium, franchise, property, excise, capital stock, import, stamp, transfer, employment, occupation, generation, privilege, utility, regulatory, energy, consumption, lease, filing, recording and activity taxes, levies, duties, fees, charges, imposts and withholding, together with any and all penalties, interest and additions thereto.

"Technical Services Agreements" means, collectively, the Technical Services Agreement between Owner and Contractor, dated December 21, 2011 ("2011 Technical Services Agreement"), and the Technical Services Agreement between Corpus Christi Liquefaction Stage II, LLC (or its successors and permitted assigns) and Contractor, dated June 23, 2017 ("2017 Technical Services Agreement").

"Texas Construction Anti-Indemnity Statute" means Texas Statutes and Codes Annotated, Insurance Code §151.

"Texas Sales and Use Tax" means Texas state, county, and local-option sales and use tax.

"*Third Party*" means any Person other than a member of (i) the Contractor Group, (ii) the Owner Group, or (iii) any Subcontractor or Sub-subcontractor or any employee, officer or director of such Subcontractor or Sub-subcontractor.

"Unit Rates" has the meaning set forth in Section 6.1C.

"USACE" means the United States Army Corps of Engineers.

"U.S. Dollars" or "U.S.\$" means the legal tender of the United States of America.

"Warranty" or "Warranties" has the meaning set forth in Section 12.1A.

"Windstorms" has the meaning set forth in Section 8.2.

"*Work*" means the work obligations, duties and responsibilities to be performed by or on behalf of Contractor under this Agreement in connection with the procurement, engineering, design, fabrication, erection, installation, manufacture, inspection, repair (including Corrective Work), testing (including Performance Tests), training, pre-commissioning, commissioning and placing into service of the Stage 2 Liquefaction Facility and the related component Equipment, and the required related labor and materials, all in accordance with the terms of this Agreement and the various Attachments, including <u>Attachment A</u>.

"Work Product" has the meaning set forth in Section 10.1A.

"9% Nickel and Cryogenic-Rebar Provisional Sum" has the meaning set forth in Attachment EE.

1.2 The meanings specified in this Article 1 are applicable to both the singular and plural. As used in this Agreement, the terms "herein," "herewith," "hereunder" and "hereof" are references to this Agreement taken as a whole, and the terms "include," "includes" and "including" mean "including, without limitation," or variant thereof. Reference in this Agreement to an Article or Section shall be a reference to an Article or Section contained in this Agreement (and not in any Attachments, Schedules or Exhibits to this Agreement) unless expressly stated otherwise, and a reference in this Agreement to an Attachment or Schedule shall be a reference to an Attachment or Schedule attached to this Agreement unless expressly stated otherwise.

ARTICLE 2 RELATIONSHIP OF OWNER, CONTRACTOR AND SUBCONTRACTORS

2.1 **Status of Contractor.** The relationship of Contractor to Owner shall be that of an independent contractor. Any provisions of this Agreement which may appear to give Owner or the Owner Representative the right to direct or control Contractor as to details of performing the Work, or to exercise any measure of control over the Work, shall be deemed to mean that Contractor shall follow the desires of Owner or the Owner Representative in the results of the Work only and not in the means by which the Work is to be accomplished, and Contractor shall have the complete right, obligation and authoritative control over the Work as to the manner, means or details as to how to perform the Work. Nothing herein shall be interpreted to create a master-servant or principal-agent relationship between Contractor, or any of its Subcontractors or Sub-subcontractor is an independent contractor does not relieve it from its responsibility to fully, completely, timely and safely perform the Work in compliance with this Agreement. Except to the extent set forth in this Agreement, including Sections 6.1C, 6.2D, 11.7 and 16.3, and subject at all times to Section 6.7, Owner shall not be entitled to issue any instruction or directive to Contractor of any written communication from Owner to any Subcontractor or Sub-subcontractor or Sub-subcontractor or Sub-subcontractor or Sub-subcontractor or Sub-subcontractor is not nection with performance of the Work. Owner shall provide a copy to Contractor of any written

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2.2 Key Personnel, Organization Chart and Contractor Representative.

A. *Key Personnel and Organization Chart.* <u>Attachment F</u> sets forth Contractor's organizational chart to be implemented for the Work and also contains a list of key personnel ("*Key Personnel*" or "*Key Persons*") from Contractor's organization who will be assigned to the Work. Key Personnel shall, unless otherwise expressly stated in <u>Attachment F</u>, be devoted full-time to the Work until Substantial Completion, and Key Personnel shall not be removed or reassigned without Owner's prior written approval (such approval not to be unreasonably withheld); *provided, however*, Owner's prior written approval shall not be required in the event Contractor removes or reassigns a Key Person at any time prior to Owner's issuance of the NTP. All requests for the substitution of Key Personnel shall include a detailed explanation and reason for the request and the resumes of professional education and experience for a minimum of two (2) candidates of equal or greater qualifications and experience. Should Owner approve of the replacement of a Key Person, Contractor shall, so far as reasonably practicable, allow for an overlap of at least two (2) weeks during which both the Key Person to be replaced and the Owner-approved new Key Person shall work together full time. The additional cost of any replacement of such Key Personnel and overlap time shall be entirely at Contractor's expense. Owner shall have the right, but not the obligation, at any time to reasonably consider Owner's request that Contractor replace such Key Person.

B. *Contractor Representative and Contractor's Site Manager*. Contractor designates *** as the Contractor Representative. Contractor designates *** as the Contractor's Site Manager. Notification of a change in Contractor Representative and Contractor's Site Manager shall be provided in advance, in writing, to Owner. The Contractor Representative and Contractor's Site Manager are Key Persons.

2.3 **Subcontractors and Sub-subcontractors**. Owner acknowledges and agrees that Contractor intends to have portions of the Work accomplished by Subcontractors pursuant to written Subcontracts between Contractor and such Subcontractors, and that such Subcontractors may have certain portions of the Work performed by Sub-subcontractors. All Subcontracts shall, so far as reasonably practicable, be consistent with the terms or provisions of this Agreement. No Subcontractor or Sub-subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement. Contractor shall be fully responsible to Owner for the acts and omissions of Subcontractors and Sub-subcontractors and of Persons directly or indirectly employed by either of them in the performance of the Work, as it is for the acts or omissions of Persons directly employed by Contractor. The work of any Subcontractors and their respective personnel on Site or who may come on the Site or the Off-Site Rights of Way and Easements are to be instructed by Contractor in the terms and requirements of Contractor's safety and environmental protection regulations and policies, such personnel shall be removed by Contractor. In no event shall Contractor be entitled to any adjustment of the Contract Price or Project

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Schedule as a result of compliance with such regulations and policies set forth in the HSE Plan, or any removal of personnel necessitated by non-compliance. Nothing contained herein shall (i) create any contractual relationship between any Subcontractor and Owner, or between any Sub-subcontractor and Owner, or (ii) obligate Owner to pay or cause the payment of any amounts to Subcontractor or Sub-subcontractor.

2.4 Subcontracts and Sub-subcontracts.

A. *Approved List.* Section 1.7 of <u>Attachment G</u> sets forth a list of contractors and suppliers that Contractor and Owner have agreed are approved for selection as Subcontractors for the performance of that portion of the Work specified in <u>Attachment G</u>. Approval by Owner of any Subcontractors or Sub-subcontractors does not relieve Contractor of any responsibilities under this Agreement.

B. Additional Proposed Major Subcontractors. In the event that Contractor is considering the selection of a Subcontractor not listed in Section 1.7 of Attachment G for a Major Subcontract, Contractor shall (i) notify Owner of such proposed Subcontractor as soon as reasonably practicable during the selection process and furnish to Owner all information reasonably requested by Owner with respect to Contractor's selection criteria, and (ii) notify Owner no less than ten (10) Business Days prior to the execution of the Subcontract with such Subcontractor not listed on <u>Attachment G</u>. Owner shall have the discretion, not to be unreasonably exercised, to reject any such proposed Subcontractor. Contractor shall not enter into any Subcontract with a proposed Subcontractor that is rejected by Owner in accordance with the preceding sentence. Owner shall undertake in good faith to review the information provided by Contractor pursuant to this Section 2.4B expeditiously and shall notify Contractor of its decision to accept or reject a proposed Subcontractor as son as practicable after such decision is made. Failure of Owner to accept or reject a proposed Subcontractor shall in no way relieve Contractor of its responsibility for performing the Work in compliance with this Agreement. After execution of such Subcontract, the Subcontract and the Subcontractor shall be considered a Major Subcontract and the Subcontractor shall be considered a Major Subcontract and the Subcontractor shall be considered a Major Subcontract and the Subcontractor shall be considered a Major Subcontract and the Subcontractor shall be considered a Major Subcontract and the Subcontractor shall be considered a Major Subcontract and the Subcontractor shall be considered a Major Subcontract and the Subcontractor shall be considered a Major Subcontract and the Subcontractor shall be considered a Major Subcontract and the Subcontractor shall be considered a Major Subcontract and the Subcontractor shall be considered a Major Subcontract and the Subcontract

C. **Other Additional Proposed Subcontractors.** For any Subcontractor not covered by Section 2.4A or 2.4B and which would be entering into either (a) a Subcontract having an aggregate value in excess of *** U.S. Dollars (U.S.\$***), or (b) multiple Subcontracts having an aggregate value in excess of *** U.S. Dollars (U.S.\$***), Contractor shall, within fifteen (15) Business Days after the execution of any such Subcontract, notify Owner in writing of the selection of such Subcontractor and inform Owner generally what portion of the Work such Subcontractor is performing.

D. **Delivery of Subcontracts.** Within ten (10) Days of Owner's request, Contractor shall furnish Owner with a copy of any Subcontract, excluding provisions regarding pricing, discount or credit information, payment terms, payment schedules, retention, performance security, bid or proposal data, and any other information which Contractor or any Subcontractor reasonably considers to be commercially sensitive information.

E. *Terms of Major Subcontracts and Sub-subcontracts*. In addition to the requirements in Section 2.3 and without in any way relieving Contractor of its full responsibility to Owner for the acts and omissions of Subcontractors and Sub-subcontractors, each Major Subcontract and each Major Sub-subcontract shall contain the following provisions:

1. the Major Subcontract and the Major Sub-subcontract may be assigned to Owner without the consent of the respective Major Subcontractor or Major Sub-subcontractor; *provided, however*, with respect to each Construction Equipment rental or lease agreement that falls within the definition of Major Subcontract or Major Sub-subcontract, Contractor shall only be obligated to use its best efforts to include a provision that such agreement may be assigned to Owner without the consent of the respective Construction Equipment Lessor; and

2. so far as reasonably practicable, the Major Subcontractor and the Major Sub-subcontractor shall comply with all requirements and obligations of Contractor to Owner under this Agreement, as such requirements and obligations are applicable to the performance of the work under the respective Major Subcontract or Major Sub-subcontract.

F. *Contractor's Affiliates.* If Contractor subcontracts with an Affiliate of Contractor for certain Work, and such Affiliate subcontracts with any entities for a portion of the Work undertaken by such Affiliate, such entities shall be treated as a Subcontractor under this Agreement.

2.5 Contractor Acknowledgements.

A. **The Agreement**. Prior to the execution of this Agreement, under the Technical Services Agreements, Contractor performed engineering, cost estimating and related services and developed, provided or verified all of the information that forms the Scope of Work and Design Basis (subject to Section 4.8) listed in <u>Attachment A</u>, for the purpose of determining that such information is adequate and sufficiently complete for Contractor to engineer, procure, construct, pre-commission, commission, start-up and test a fully operational LNG export, liquefaction and send-out terminal facility for the Contract Price, within the required times set forth in the Project Schedule, and in accordance with all requirements of this Agreement, including Applicable Codes and Standards, Applicable Law, Warranties, Minimum Acceptance Criteria and Performance Guarantee. Accordingly, subject to Section 4.8 and Section 3.1 of <u>Attachment A</u>, (ii) hereby agrees that it shall have no right to claim or seek an increase in the Contract Price or an adjustment to the Project Schedule with respect to any incomplete, inaccurate or inadequate information that may be contained or referenced in <u>Attachment A</u>, (ii) hereby waives and releases Owner from and against any such claims, and (iii) shall not be relieved of its responsibility to achieve all requirements under this Agreement (including meeting Applicable Codes and Standards, Applicable Law, Minimum Acceptance Criteria and Performance Guarantee) due to any such incomplete, inaccurate or inadequate information. Subject to Section 4.8, Owner makes no guaranty or warranty, express or implied, as to the accuracy, adequacy or completeness of any information that is contained in or referenced in <u>Attachment A</u>.

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B. *Conditions of the Site.*

1. Subject to adjustment as appropriate pursuant to Section 4.3, Contractor agrees and acknowledges that it is sufficiently familiar with the Site (to the extent related to the Work) and the Off-Site Rights of Way and Easements to perform the Work in accordance with the Project Schedule, and understands the climate, terrain, logistics, and other difficulties that it may encounter in performing the Work in accordance with the Project Schedule. Except as otherwise provided in this Agreement, including Contractor's rights pursuant to Section 6.8A, Contractor waives any right to claim an adjustment in the Contract Price or the Project Schedule in respect of any failure to timely perform the Work in accordance with the Project Schedule as a result of any of the following conditions at the Site: (i) river levels, topography; (ii) climatic conditions, tides, and seasons; (iii) availability of laborers, Subcontractors, Sub-subcontractors, Construction Equipment or any other items or supplies; (iv) adequate availability and transportation of Equipment; and (v) breakdown or other failure of Construction Equipment; *provided, however*, that Contractor does not assume the risk or waive its rights with respect to those conditions in Section 2.5B.2. This Section 2.5B.1 shall not affect the rights of Contractor with respect to Change Orders in accordance with Section 4.3.

2. If Contractor encounters Subsurface Soil Conditions (including any subsurface man-made objects, e.g. below grade tanks, vaults or pipelines) that (i) are materially different from the information regarding such Subsurface Soil Conditions as provided in the Geotechnical Reports (including the encountering of Subsurface Soil Conditions that could not reasonably be anticipated by Contractor using GECP based on the information provided in the Geotechnical Reports) and (ii) adversely affects (a) Contractor's costs of performance of the Work, (b) Contractor's ability to perform the Work in accordance with the Project Schedule or (c) Contractor's ability to perform any material obligation under this Agreement, Contractor shall be entitled to a Change Order; *provided that* Contractor complies with the requirements set forth in Sections 6.2, 6.5 and 6.9. Notwithstanding anything to the contrary in this Section 2.5B.2, to the extent Contractor encounters Pre-Existing Contamination, then Section 3.17 shall control.

C. *Applicable Law and Applicable Codes and Standards*. Contractor has investigated to its satisfaction Applicable Law in existence as of May 15, 2011, and Applicable Codes and Standards set forth or listed in any document or Drawing listed in Attachment A, and warrants that it can perform the Work at the Contract Price and within the Project Schedule in accordance with such Applicable Law and such Applicable Codes and Standards. Contractor shall perform the Work in accordance with Applicable Law and such Applicable Codes and Standards; provided, however, Contractor shall be entitled to a Change Order for any Change in Law to the extent allowed under Section 6.2A.1. Contractor shall advise Owner of any change in Applicable Codes and Standards which does not constitute a Change in Law and, upon such advisement, Owner may elect, at its sole option, to implement a change in accordance with Section 6.1D.

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ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Work.

A. *Generally.* Subject to Section 3.1B, the Work shall be performed on a turnkey basis and shall include all of the Work required to achieve RFSU, Substantial Completion, and Final Completion in accordance with the requirements of this Agreement, including achieving the Minimum Acceptance Criteria and Performance Guarantee. Contractor shall be required to integrate and use Owner's operations personnel in its pre-commissioning, commissioning, testing, and start-up efforts, subject to Owner's obligations under Section 4.4. Contractor shall perform the Work in accordance with GECP, Applicable Law, Applicable Codes and Standards, and all other terms and provisions of this Agreement, with the explicit understanding that the Stage 2 Liquefaction Facility will operate as an LNG export, liquefaction and send-out terminal facility meeting all requirements and specifications of this Agreement, and that once completed pursuant to the Stage 1 EPC Agreement, the Stage 1 Liquefaction Facility will continue to operate as an LNG export, liquefaction and agreed that the Work shall include any incidental work that can reasonably be inferred as necessary to complete the Project in accordance with GECP, Applicable Law, Applicable Codes and Standards, and all other terms and provisions of this Agreement, excluding only those items which Owner has specifically agreed to provide under the terms of this Agreement. Without limiting the generality of the foregoing, the Work is more specifically described in <u>Attachment A</u>.

B. *Exception to Scope of Work.* Contractor shall not be responsible for providing (i) the Owner Permits; (ii) Feed Gas; (iii) those requirements set forth under Sections 4.3, 4.4 and 4.8; (iv) metes and bounds description of the Site (or Off-Site Rights of Way and Easements) and a survey of the Site (or Off-Site Rights of Way and Easements) showing the boundaries of the Site (or Off-Site Rights of Way and Easements) and one survey control point pursuant to Section 4.6; and (v) any other obligations or requirements set forth in this Agreement as required to be performed by Owner.

3.2 **Specific Obligations**. Without limiting the generality of Section 3.1 or the requirements of any other provision of this Agreement, Contractor shall:

A. procure, supply, transport, handle, properly store, assemble, erect and install all Equipment;

B. provide construction, construction management (including the furnishing of all Construction Equipment used in the field, and all Site supervision and craft labor), inspection and quality control services required to ensure that the Work is performed in accordance herewith;

C. negotiate all guarantees, warranties, delivery schedules and performance requirements with all Subcontractors so that all Subcontracts are, so far as reasonably practicable, consistent with this Agreement, as set forth in Sections 2.3 and 2.4;

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D. perform shop and other inspections of the work of Subcontractors and Sub-subcontractors as required by Contractor to ensure that such work meets all of the requirements of this Agreement;

E. ensure that the Work is performed in accordance with the Project Schedule;

F. until Substantial Completion, conduct and manage all pre-commissioning, start-up, operations, commissioning, and Performance Testing, while supervising and directing operating personnel provided by Owner;

G. obtain all Contractor Permits;

H. provide assistance, information and documentation as reasonably requested by Owner to enable Owner to obtain the Owner Permits; *provided that* such assistance, information and documentation shall not include Contractor's provision of information, testimony, documents or data by Contractor's employees under oath (unless specifically authorized by Contractor) and activities outside the field of Contractor's expertise, training or experience of personnel assigned to the performance of the Work under this Agreement (except to the extent provided for by Change Order issued pursuant to Section 6.1 and agreed by Contractor);

I. provide training for Owner's operating and maintenance personnel per Section 3.5;

J. cooperate with and respond promptly to reasonable inquiries from Owner; *provided that* such cooperation shall not include Contractor's provision of information, testimony, documents or data by Contractor's employees under oath (unless specifically authorized by Contractor) and activities outside the field of Contractor's expertise, training or experience of personnel assigned to the performance of the Work under this Agreement (except to the extent provided for by Change Order issued pursuant to Section 6.1 and agreed by Contractor);

K. be responsible for connecting the Stage 2 Liquefaction Facility to the permanent utilities to the extent set forth in Attachment A;

L. be responsible for connecting the Stage 2 Liquefaction Facility to the Stage 1 Liquefaction Facility;

- M. supply all initial fills, excluding Feed Gas; and
- N. perform all design and engineering Work in accordance with this Agreement, including that specified in Section 3.3.

3.3 **Design and Engineering Work**.

A. *General.* Contractor shall, as part of the Work, perform all design and engineering Work in accordance with this Agreement and cause the Work to meet and achieve

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the requirements of this Agreement, including achieving the Minimum Acceptance Criteria and Performance Guarantee.

B. **Drawings and Specifications.** Upon receipt of a Limited Notice to Proceed or Notice to Proceed issued in accordance with Sections 5.1 and 5.2, Contractor shall commence the preparation of the Drawings and Specifications for all Work relating to such LNTP or NTP. The Drawings and Specifications shall be based on the requirements of this Agreement, including the Scope of Work, Design Basis, GECP, Applicable Codes and Standards and Applicable Law.

C. *Review Process*.

1. Submission by Contractor. Contractor shall submit copies of the Drawings and Specifications specified in <u>Attachment B</u> to Owner for formal review, comment or disapproval in accordance with <u>Attachment B</u>.

2. *Review Periods*. Owner shall have up to ten (10) Business Days from its receipt of Drawings and Specifications submitted in accordance with Section 3.3C.1 to issue to Contractor written comments, proposed changes and/or written disapprovals of the submission of such Drawings and Specifications to Contractor.

Subject to Section 1.5 of <u>Attachment B</u>, if Owner does not issue any comments, proposed changes or written disapprovals within such time periods, Contractor may proceed with the development of such Drawings and Specifications and any construction relating thereto, but Owner's lack of comments or disapproval, if applicable, shall in no event constitute an approval of the matters received by Owner.

In the event that Owner disapproves the Drawings or Specifications submitted in accordance with Section 3.3C.1 (which disapproval shall not be unreasonably issued), Owner shall provide Contractor with a written statement of the reasons for such rejection within the time period required for Owner's response, and Contractor shall provide Owner with revised and corrected Drawings and Specifications as soon as possible thereafter. In the event Owner unreasonably disapproves such Drawings and Specifications and such unreasonable disapproval adversely impacts Contractor's costs or ability to perform the Work in accordance with the Project Schedule, Contractor shall be entitled to a Change Order; *provided that* Contractor complies with the requirements set forth in Sections 6.2, 6.5 and 6.9.

Provided that Owner has not disapproved of the Drawings and Specifications submitted in accordance with Section 3.3C.1, such Drawings and Specifications shall be the Drawings and Specifications that Contractor shall use to construct the Work; *provided that* Owner's lack of disapproval of or comments on, or any approval by Owner of, any Drawings and Specifications shall not in any way be deemed to limit or in any way alter Contractor's responsibility to perform and complete the Work in accordance with the requirements of this Agreement.

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D. **Design Licenses.** Contractor shall perform all design and engineering Work in accordance with Applicable Law, and all Drawings and Specifications shall be signed and stamped by design professionals licensed in accordance with Applicable Law.

E. **CAD Drawings**. Those Drawings and Record Drawings specified in <u>Attachment A</u> and <u>Attachment B</u> and prepared by Contractor or its Subcontractors or Sub-subcontractors under this Agreement shall be prepared using computer aided design ("**CAD**"). Contractor shall provide Drawings, including Record Drawings, in their native formats as set forth in <u>Attachment B</u> along with six (6) hard copies.

F. *Progress P&ID's.* During the Project, Contractor shall maintain and provide Owner with access to a marked, up-to-date set of P&ID's maintained for and by Contractor.

G. *Record Drawings and Specifications*. As a condition precedent to Final Completion, Contractor shall deliver to Owner the Record Drawings and Specifications in accordance with <u>Attachment A</u> and <u>Attachment B</u>.

H. **Other Information.** Contractor shall deliver copies of all other documents required to be delivered pursuant to <u>Attachment B</u> within and in accordance with the requirements and timing set forth in <u>Attachment B</u>.

3.4 **Spare Parts**.

A. **Operating Spare Parts.** No later than twenty-four (24) months prior to the Guaranteed Substantial Completion Date, Contractor shall deliver to Owner a detailed list of all manufacturer and Contractor-recommended spare parts and special tools necessary for operating and maintaining all Equipment (including components and systems of such Equipment) for two (2) years following Substantial Completion ("**Operating Spare Parts**"). Within thirty (30) Days thereafter, Owner shall specify in writing which items on the list it wishes Contractor to purchase and whether such items are requested to be delivered to the Site prior to Substantial Completion or Final Completion. Within a further thirty (30) Days, Contractor shall confirm the extent to which it is able to comply with Owner's request and shall submit to Owner ("**Operating Spare Parts List**") shall be mutually agreed upon via a Change Order. Prior to and as a condition precedent to Substantial Completion, Contractor shall deliver to the Site all Operating Spare Parts List. Prior to and as a condition to achieving Final Completion, Contractor shall deliver to the Site all Operating Spare Parts List. Prior to and as a condition to achieving Final Completion, Contractor shall deliver to the Site all Operating Spare Parts List. Prior to Exponential Completion as set forth in the Operating Spare Parts List. The Operating Spare Parts List shall include all information specified in <u>Schedule W-1</u>. A Provisional Sum for the cost of the Operating Spare Parts is included in the Contract Price as set forth in Section 7.1 and <u>Attachment EE</u>.

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3.5 **Training Program in General.** As part of the Work, a reasonable number of personnel designated by Owner in its sole discretion (but not to exceed the number of Persons listed in <u>Attachment V</u>) shall be given a training course designed and administered by Contractor, which shall be based on the outline of the program contained in <u>Attachment V</u> and shall cover at a minimum the following topics: (i) the testing of each item of Equipment; (ii) the start-up, operation and shut-down of each item of Equipment; (iii) the performance of routine, preventative and emergency maintenance for each item of Equipment; and (iv) spare parts to be maintained for each item of Equipment, and their installation and removal. Training shall be provided by personnel selected by Contractor who, in Contractor's and the Equipment Subcontractor's or Sub-subcontractor's judgment, are qualified to provide such training, and shall take place at such locations and at such times as agreed upon by the Parties. Contractor shall provide trainees with materials described in <u>Attachment V</u>. Contractor shall also provide to conduct such training in order to facilitate future training by Owner of additional personnel.

3.6 **Environmental Regulations and Environmental Compliance**. Without limitation of Section 3.1, Contractor shall perform the Work and shall design, construct, pre-commission, commission, start-up and test the Stage 2 Liquefaction Facility, in compliance with Contractor's HSE Plan. Contractor shall (1) dispose of all Non-Hazardous Wastes to the extent generated by Contractor or its Subcontractors or Sub-subcontractors during the performance of the Work and (2) be responsible for removing from the Site Hazardous Materials (x) brought onto the Site by Contractor or any of its Subcontractors or Sub-subcontractors, unless Owner otherwise agrees in writing that such Hazardous Materials may remain at the Site after Substantial Completion, or (y) generated by Contractor or its Subcontractors or Sub-subcontractors during performance of the Work, respectively (but excluding any Pre-Existing Contamination which shall be governed by Section 3.17). With respect to such Non-Hazardous Wastes and Hazardous Materials to this paragraph, Contractor shall remove and dispose of same in off-Site locations permitted to receive such Non-Hazardous Wastes and Hazardous Materials. Contractor shall deliver to Owner (i) notice of any pending or threatened material environmental claim with respect to the Project, and (ii) promptly upon their becoming available, copies of material written communications with any Governmental Instrumentality relating to any such material environmental claim.

3.7 **Construction Equipment**. Contractor shall furnish all Construction Equipment necessary and appropriate for the timely and safe completion of the Work in compliance with this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Contractor shall be responsible for damage to or destruction or loss of, from any cause whatsoever, all such Construction Equipment. Contractor shall require all insurance policies (including policies of Contractor and all Subcontractors and Sub-subcontractors) in any way relating to such Construction Equipment to include clauses stating that each underwriter will waive all rights of recovery, under subrogation or otherwise, against Owner, Lender and any Owner Affiliates.

3.8 **Employment of Personnel**.

A. Contractor shall not employ, or permit any Subcontractor or Sub-subcontractor to employ, at the Site, in connection with its performance under this Agreement, any Person who is demonstrably not skilled or qualified in the work assigned to such Person. Contractor agrees to promptly remove (or to require any Subcontractor to remove) from its services in

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connection with the Work any Person who does not meet the foregoing requirements. In addition, Contractor agrees that, after receipt of written notice from Owner, it shall promptly remove from the Work any employee or agent of Contractor or of Contractor's Subcontractors or Sub-subcontractors who, in Owner's reasonable opinion, is unsafe, incompetent, careless, unqualified to perform the Work assigned to such Person, creates an unsafe work environment, disregards the terms and conditions of this Agreement, or is interrupting, interfering with or impeding the timely and proper completion of the Work. NOTWITHSTANDING THE FOREGOING, OWNER SHALL HAVE NO LIABILITY AND CONTRACTOR AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER GROUP FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, COST AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES) AND LIABILITIES, OF WHATSOEVER KIND OR NATURE, WHICH MAY DIRECTLY OR INDIRECTLY ARISE OR RESULT FROM CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR CHOOSING TO TERMINATE THE EMPLOYMENT OF ANY SUCH EMPLOYEE (INCLUDING ANY KE Y PERSONS) OR REMOVE SUCH EMPLOYEE FROM THE PROJECT WHO FAILS TO MEET THE FOREGOING REQUIREMENTS FOLLOWING A REQUEST BY OWNER TO HAVE SUCH EMPLOYEE REMOVED FROM THE WORK. Any such employee shall be replaced at the cost and expense of Contractor or the relevant Subcontractor, as appropriate; provided, however, that should (i) Contractor disagree with Owner's identification of an individual for removal from the performance of services under this Section 3.8A, (ii) Owner not retract its request for removal upon being advised of such disagreement, and (iii) such individual does not in fact conform to the foregoing criteria for removal, CONTRACTOR SHALL BE ENTITLED TO A RECIPROCAL INDEMNITY FROM OWNER IN RESPECT TO ANY CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, COST AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES) AND LIABILITIES OF WHATEVER KIND OR NATURE, WHICH MAY DIRECTLY OR INDIRECTLY ARISE FROM CONTRACTOR'S REMOVAL OF ANY SUCH EMPLOYEE (INCLUDING ANY KEY PERSONS) FROM THE PROJECT.

B. Contractor is responsible for maintaining labor relations in such manner that, so far as reasonably practicable, there is harmony among workers. Contractor and its Subcontractors and Sub-subcontractors shall conduct their labor relations in accordance with the recognized prevailing local area practices. Contractor shall inform Owner promptly of any labor dispute, anticipated labor dispute, request or demand by a labor organization, its representatives or members which may reasonably be expected to affect the Work. Contractor further agrees to inform Owner, before any commitments are made, during the negotiations of any agreements or understandings with local or national labor organizations.

3.9 **Clean-Up**. Contractor shall, to Owner's reasonable satisfaction, at all reasonable times keep the Site free from all waste materials or rubbish caused by the activities of Contractor or any of its Subcontractors or Sub-subcontractors. As soon as practicable after the completion of all Punchlist items, Contractor shall remove, at its own cost, all of its Construction Equipment and remove from the Site all waste material and rubbish that was generated or brought on to the Site by Contractor or any of its Subcontractors or Sub-subcontractors. The Site shall be restored to the extent, if any, required by <u>Attachment A</u>. In the event of Contractor's failure to comply with any of the foregoing, Owner may accomplish the same; *provided, however*, that Contractor shall be responsible for all

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reasonable costs associated with such removal and/or restoration, including costs associated with permitting and transportation.

3.10 **HSE Plan; Security**.

Contractor recognizes and agrees that safety and physical security are of paramount importance in the performance of А. the Work and that Contractor is responsible for performing the Work in a safe and physically secure manner. No later than sixty (60) Days after Owner's issuance of the earlier of any LNTP or NTP, Contractor shall submit to Owner for its review a health, safety and environmental plan (including a drug testing program) meeting the requirements set forth in Attachment J (the "HSE Plan"). Contractor further agrees to perform the Work in accordance with the health, safety and environmental rules and standards of Applicable Law, GECP and the HSE Plan (collectively, the "*Safety Standards*"), and, subject to Sections 3.17 and 4.7, Contractor shall assume all costs associated with compliance therewith. Owner's review of the HSE Plan shall not in any way relieve Contractor of its obligations under this Agreement (including Contractor's obligations to conduct the Work in accordance with the health, safety and environmental rules of Applicable Law and GECP). Contractor shall appoint one or more (as appropriate) safety representative(s) reasonably acceptable to Owner who shall be resident at the Site, have responsibility to correct unsafe conditions or unsafe acts associated with the Work and the Project, act on behalf of Contractor on health, safety and environmental matters, and participate in periodic safety meetings with Owner. Contractor further agrees to provide or cause to be provided necessary training and safety equipment to its employees, Subcontractors and Sub-subcontractors and to Owner personnel temporarily visiting the Site to ensure their compliance with the foregoing Safety Standards and enforce the use of such training and safety equipment. Contractor shall maintain all accident, injury and any other records required by Applicable Law or by Permit and shall furnish Owner a Monthly summary of injuries and labor hours lost due to injuries. Should Owner at any time observe Contractor, or any of its Subcontractors or Sub-subcontractors, performing the Work at the Site in violation of the Safety Standards or in an unsafe manner, or in a manner that would, if continued, violate the Safety Standards or become unsafe, then Owner shall have the right (but not the obligation) to require Contractor to stop the affected Work until such time as the manner of Owner shall have the right (but hot the obligation) to require Contractor to stop the affected work until such time as the manner of performing such Work has been rendered safe; *provided, however*, that at no time shall Contractor be entitled to an adjustment of the Contract Price or Project Schedule based on such Work stoppage. Contractor shall be responsible for the security, fencing, guarding, lighting, and supervision of the Stage 2 Liquefaction Facility until all of the requirements of Substantial Completion have been satisfied. With respect to all Work within the applicable portion of the Stage 1 Site after substantial completion of Subproject 1 under the Stage 1 EPC Agreement and the Stage 1 Site after substantial completion of Subproject 2 under the Stage 1 EPC Agreement, Contractor shall complete and sub-extension of Subproject 2 under the Stage 1 EPC Agreement, Contractor shall complete and sub-extension of Substantial completion of Substantial completion of Substantial completion of Substantial completion shall extension of Substantial completion of Substantial completion shall extension of Substantial completion of Substantial completion shall extension of Substantial completion shall extension of Substantial completion of Substantial completion shall extension of Substantial completion of Substantial comple comply, and cause its Subcontractors and Sub-subcontractors to comply, with Owner's health, safety, security and environmental policies governing Subproject 1 or Subproject 2 after substantial completion of Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement.

B. All Work performed hereunder, as applicable, shall comply with the minimum federal safety standards for the design, installation, inspection, testing, construction, extension, operation, replacement, and maintenance of facilities contained in Title 49, Code of Federal

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Regulations, Parts 192 (to the extent applicable) and 193 and in Title 33 C.F.R. Part 127. Contractor shall comply with requirements of the Operator Qualification Program that are outlined in Sub-Part H of 49 C.F.R. Part 193 and Sub-Part G of C.F.R. Part 195, where applicable, in connection with the Work. The term "pipeline facilities" shall include new and existing pipe, rights-of-way, and any equipment, facility, or building used in the transportation of gas, including LNG, or treatment of gas during the course of transportation. The term "transportation of gas" shall include the gathering, transmission, or distribution of gas by pipeline or the storage of gas.

3.11 **Emergencies**. In the event of any emergency endangering life or property in any way relating to the Work, whether on the Site or otherwise, Contractor shall take such action as may be reasonable and necessary to prevent, avoid or mitigate injury, damage, or loss and shall, as soon as reasonably possible, report any such incidents, including Contractor's response thereto, to Owner. If Contractor fails to take such action and the emergency requires immediate action, then Owner, with or without notice to Contractor may, but shall be under no obligation to, take reasonable action as required to address such emergency. The taking of any such action by Owner, or Owner's failure to take any action, shall not limit Contractor's liability. Contractor shall reimburse Owner in an amount equal to the reasonable costs incurred by Owner in taking such action.

3.12 **Contractor Permits.** Contractor shall be responsible for obtaining the Contractor Permits. Contractor shall provide Owner with copies of such Contractor Permits as soon as reasonably practicable after they are obtained. Contractor shall provide information, assistance and documentation to Owner as reasonably requested in connection with the Owner Permits; *provided that* such information, assistance and documentation shall not include Contractor's provision of information, testimony, documents or data by Contractor's employees under oath (unless specifically authorized by Contractor) and activities outside the field of Contractor's expertise, training or experience of personnel assigned to the performance of the Work under this Agreement (except to the extent provided for by Change Order issued pursuant to Section 6.1 and agreed by Contractor).

Books, Records and Audits.

A. Contractor shall keep full and detailed books, construction logs, records, daily reports, schedules, accounts, payroll records, receipts, statements, electronic files, correspondence and other pertinent documents as may be necessary for proper management under this Agreement, as required under Applicable Law or this Agreement, and in any way relating to this Agreement ("*Books and Records*"). Contractor shall maintain all such Books and Records in accordance with GAAP and shall retain all such Books and Records for a minimum period of three (3) years after Final Completion, or such greater period of time as may be required under Applicable Law.

B. Upon reasonable notice, Owner shall have the right to have audited Contractor's Books and Records by Owner's third party auditors but only (i) to the extent necessary to validate payments made to Contractor or invoiced by Contractor for any Change Orders based on a time and materials basis, and (ii) for any costs paid with respect to any Provisional Sums; *except that* these rights shall not extend to lump sums, or the composition of fixed unit rates or percentages. When requested by Owner, Contractor shall provide Owner's

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third party auditors with reasonable access to all such relevant Books and Records, and Contractor's personnel shall cooperate with such third party auditors to effectuate the audit or audits hereunder. Owner shall have the right upon consent of Contractor (such consent not to be unreasonably withheld or delayed) to have the third party auditors copy all such Books and Records. Contractor shall bear all costs incurred by it in assisting with audits performed pursuant to this Section 3.13 except that copying of Contractor's Books and Records shall be at Owner's expense. Contractor shall include audit provisions identical to this Section 3.13 in all Major Subcontracts. No access to Books and Records shall be granted to any of Owner's third party auditors until such third party auditor has signed a confidentiality agreement with Contractor in accordance with the standard practice in the auditing industry for audits of this kind. The restrictions in this Section 3.13B to the audit rights of Owner shall not be used by Contractor to avoid any obligations Contractor might have to produce documents under Applicable Law or in any litigation or arbitration against Contractor or against Guarantor under the Parent Guarantee.

C. Contractor shall not, and shall provide that its Subcontractors, Sub-subcontractors and agents or employees of any of them shall not, without Owner's prior written approval, (i) pay any commissions or fees, or grant any rebates, to any employee or officer of Owner or its Affiliates, (ii) favor employees or officers of same with gifts or entertainment of a significant cost or value, or (iii) enter into any business arrangements with employees or officers of same.

3.14 **Tax Accounting**.

A. Subject to Sections 3.14B, 3.14C, and 4.5A, within a reasonable period of time following a request thereof by Owner, Contractor shall provide Owner's tax consultant with any information (including Books and Records) regarding quantities and descriptions of any Equipment installed on or ordered for the Project and any other information as Owner's tax consultant may deem reasonably necessary in connection with the preparation of Owner's tax returns (including information reasonably required to determine the amount of Qualified Research Expenditures incurred in connection with the Work) or other tax documentation in connection with the Project; *provided, however*, if, in connection with such preparation, Owner's tax consultant requests information relating to the actual cost for any item of Work and such item of Work is included in the Contract Price or in any fixed price Change Order, Contractor shall provide such information to Owner's tax consultant. The Parties agree that such tax consultant shall not disclose to Owner the actual cost incurred by Contractor or its Subcontractors or Sub-subcontractors for any item of Work (including Equipment) included in the Contract Price. No access to the aforementioned information (including Book and Records) shall be granted to Owner's tax consultant until such tax consultant has signed a confidentiality agreement with Contractor in accordance with the standard practice in the auditing industry for audits of this kind. Owner shall bear the cost of its own tax consultants in connection with any audits pursuant to Section 3.14.

B. With respect to Equipment that (i) Owner has title to, and (ii) is not located at the Site or in the Off-Site Rights of Way and Easements, Contractor shall establish a system for reporting the locations of such Equipment on the Day in which the applicable Governmental

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Instrumentality assesses property tax on such Equipment, and shall notify Owner of the location of each such Equipment within thirty (30) Days after such applicable property tax Day.

C. Contractor acknowledges that Owner is pursuing ad valorem tax exemptions through the Texas Commission on Environmental Quality, and upon request by Owner, Contractor shall provide to Owner and Owner's tax consultant access to documentation required or requested by the Texas Commission on Environmental Quality or any other Governmental Instrumentality in order for Owner to perfect such exemption related to the Aggregate Equipment Price for the Equipment included in an Owner provided list. No access to the aforementioned information shall be granted to Owner's tax consultant until such tax consultant has signed a confidentiality agreement with Contractor in accordance with the standard practice in the auditing industry for audits of this kind. Documentation shall reasonably consist of Equipment name or Equipment reference number, a description of the Equipment, and the sale price of the Equipment included in an Owner provided list necessary to support the exemption of such Equipment. If reasonably requested by Owner, Contractor agrees to offer similar assistance to Owner toward any other federal, state or local program that is enacted and would allow for a reduction, rebate, abatement, or exemption of (i) Taxes, (ii) Texas Sales and Use Tax, or (iii) a grant of economic development incentives.

3.15 **Temporary Utilities, Roads, Facilities and Storage**. Until Substantial Completion, Contractor shall provide and pay for all temporary utilities and facilities (*i.e.*, electricity, water, communication, cable, telephone, waste and sewer (other than the temporary utilities and facilities to be provided by Owner in accordance with <u>Attachment U</u>)) necessary for the performance of the Work, including installation and usage costs. Subject to Section 4.3, Contractor shall construct and maintain temporary access and haul roads as may be necessary for the proper performance of this Agreement. Contractor shall provide Owner with sufficient office space at the time of Contractor's mobilization at the Site to accommodate Owner's Site representative and support staff at the Site. Contractor shall provide Owner with all office space, construction trailers, utilities, storage and warehousing, security, telephones, furnishings, and other temporary facilities required for their oversight of the Work, as set forth in more detail in <u>Attachment A</u>. Once title to Equipment has passed to Owner as set forth in Section 8.1B, such Equipment shall, if stored at a location other than on the Site, be segregated from other goods, and shall be clearly marked as "Property of Corpus Christi Liquefaction, LLC."

3.16 **Subordination of Liens**. Contractor hereby subordinates any mechanics' and materialmen's liens or other claims or encumbrances that may be brought by Contractor against any or all of the Work, the Site or the Project to any liens granted in favor of Lender, whether such lien in favor of Lender is created, attached or perfected prior to or after any such liens, claims or encumbrances, and shall require its Subcontractors and Sub-subcontractors to similarly subordinate their lien, claim and encumbrance rights. Contractor agrees to comply with reasonable requests of Owner for supporting documentation required by Lender in connection with such subordination, including any necessary lien subordination agreements by Contractor. Nothing in this Section 3.16 shall be construed as a limitation on or waiver by Contractor of any of its rights under Applicable Law to file a lien or claim or otherwise encumber the Project as security for any undisputed payments owed to it by Owner hereunder which are past due; *provided that* such lien, claim or encumbrance shall be subordinate to any liens granted in favor of Lenders.

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3.17 Hazardous Materials.

A. Contractor shall not, nor shall it permit or allow any Subcontractor or Sub-subcontractor to, bring any Hazardous Materials on the Site or the Off-Site Rights of Way and Easements and shall bear all responsibility and liability for such Hazardous Materials that are brought on the Site or the Off-Site Rights of Way and Easements by Contractor or its Subcontractors or Sub-subcontractors; *provided that* Contractor shall not have responsibility or liability for any such Hazardous Materials that Owner expressly permits in writing to remain on Site after Substantial Completion; *provided further* that Contractor and its Subcontractors and Sub-subcontractors may bring onto the Site or the Off-Site Rights of Way and Easements such Hazardous Materials as are necessary to perform the Work so long as the same is done in compliance with Environmental Law, Applicable Codes and Standards, and the HSE Plan, and Contractor shall remain responsible and liable for all such Hazardous Materials; *provided that* Contractor shall not have responsibility or liability or liability for any such Hazardous Materials completion.

B. Owner hereby discloses to Contractor that certain portions of the Site or the Off-Site Rights of Way and Easements contain or may contain Pre-Existing Contamination. Owner acknowledges that: (i) none of Contractor or its Subcontractors or Sub-subcontractors have created or contributed to the creation or existence of the Pre-Existing Contamination; and (ii) in the performance of the Work under this Agreement (to the extent that such performance is in compliance with the conditions and procedures required for performing Work in Controlled Areas (and the restrictions against entry into Prohibited Areas) as described in <u>Attachment Y</u>), none of Contractor or its Subcontractors or Sub-subcontractors are in any way responsible or liable for any Pre-Existing Contamination exacerbation thereof, except in either case for exacerbation for which Contractor is responsible under Section 3.17E of this Agreement. Contractor has no obligation to identify, characterize, manage, manifest, treat, store, remediate, remove, transport or dispose of any Pre-Existing Contamination.

C. Owner has disclosed to Contractor all material reports, studies and written Governmental Instrumentality documentation in Owner's and its Affiliates' possession regarding the location, character, scope and extent of Pre-Existing Contamination.

D. If Contractor or its Subcontractors or Sub-subcontractors encounters any Pre-Existing Contamination in the performance of Work, Contractor shall: (i) suspend the performance of the Work in the affected area; (ii) notify Owner immediately; and (iii) to the extent reasonably practicable, continue working in the non-affected areas. None of Contractor or its Subcontractors or Sub-subcontractors shall be required to resume Work in connection with such Pre-Existing Contamination or in any area affected thereby until Owner has: (i) obtained any required permits or other approvals related thereto; (ii) delivered to Contractor a written notice (x) specifying that any affected area is or has been rendered suitable for the resumption of Work in compliance with Environmental Law or (y) specifying any special conditions under which such Work may be resumed in compliance with Environmental Law. To the extent that any accordance with the

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requirements of this Agreement, Contractor shall be entitled to an appropriate Change Order pursuant to Section 6.2A.10.

E. If under such circumstances described in Section 3.17D Contractor or any of its Subcontractors or Sub-subcontractors fail to stop Work or notify Owner or fail to comply with the conditions and procedures required for performing Work in Controlled Areas (or the restrictions against entry into Prohibited Areas) as described in <u>Attachment Y</u>, Contractor shall be responsible and liable to Owner for all damages, costs, losses and expenses to the extent such failure increases the damages, costs, losses and expenses with respect to such exacerbation of the Pre-Existing Contamination at the Site; *provided that* Contractor's liability to Owner for such failure shall not exceed Twenty-Five Million U.S. Dollars (U.S.\$25,000,000) in the aggregate.

3.18 **Quality Control**. No later than sixty (60) Days after the date Owner issues LNTP No. 1, Contractor shall submit to Owner for its written approval (which approval shall not be unreasonably withheld), a Project-specific quality control plan and an inspection plan, including witness points, but excluding tests and inspections relating to commissioning. No later than ninety (90) Days after the date Owner issues LNTP No. 1, Contractor shall submit to Owner for its review detailed inspection procedures. Contractor's quality control plan shall provide for a quality control individual to be present at the Site to supervise the implementation of the quality control plan, the inspection plan, and the inspection procedures. Owner's review and/or approval of Contractor's quality control plan, inspection plan and inspection procedure shall in no way relieve Contractor of its responsibility for performing the Work in compliance with this Agreement.

3.19 **Reports**.

A. Contractor shall provide Owner with an electronic copy of the following reports and other documentation:

1. minutes for all weekly status and other Project-related meetings with Owner within five (5) Business Days following such meeting;

2. safety incident reports within three (3) Business Days of the occurrence of any such incident; except for any safety incident involving a significant non-scheduled event such as LNG or Natural Gas releases, fires, explosions, mechanical failures, unusual over-pressurizations or major injuries which shall be provided to Owner within eight (8) hours of the occurrence of such incident; *provided, however*, notification shall be provided to Owner immediately if the incident is of significant magnitude to threaten public or employee safety, cause significant property damage or interrupt the Work; and

3. Monthly progress reports ("Monthly Progress Reports") with the information specified in <u>Attachment A</u>.

B. At Owner's request and after Contractor's agreement, Contractor shall consolidate any or all reports and other documentation required under this Section 3.19 (or

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other provisions under this Agreement) for Subproject 3 with the reports required under similar provisions for Subproject 1 and Subproject 2 in the Stage 1 EPC Agreement.

3.20 **Payment**. Contractor shall timely make all payments required to be paid to Owner pursuant to the terms of this Agreement.

3.21 **Commercial Activities**. Neither Contractor nor its employees shall establish any commercial activity or issue concessions or permits of any kind to Third Parties for establishing commercial activities on the Site or any other lands owned or controlled by Owner.

3.22 **Title to Materials Found**. As between Owner and Contractor, the title to water, soil, rock, gravel, sand, minerals, timber, and any other materials developed or obtained in the excavation or other operations of Contractor, any Subcontractor or Sub-subcontractor and the right to use said materials or dispose of same is hereby expressly reserved by Owner. Notwithstanding the foregoing, Contractor shall be permitted, without charge, to use in the Work any such materials that comply with the requirements of this Agreement.

3.23 **Survey Control Points and Layout**. Contractor shall establish all survey control points and layout the entire Work in accordance with the requirements of this Agreement, which shall be based on the survey control point established by Owner pursuant to this Agreement. If Contractor or any of its Subcontractors, Sub-subcontractors or any of the representatives or employees of any of them move or destroy or render inaccurate the survey control point provided by Owner, such control point shall be replaced by Contractor at Contractor's own expense.

3.24 **Cooperation with Others at the Site.**

A. Subject to the provisions of this Agreement, including Section 4.3, Contractor acknowledges that Landowners, Owner and Owner's other contractors or subcontractors may be performing certain activities at the Site, including those activities described in <u>Attachment Z</u> to be performed by Landowners or their representatives, during the performance of this Agreement and Contractor's Work or use of certain facilities may be interfered with as a result of such concurrent activities. Owner shall provide Contractor with reasonable notice of any request for access to the Stage 2 Site by (i) any of Owner's other contractors or subcontractors seeking to perform work at the Site (except with respect to Contractor's work performed under the Stage 1 EPC Agreement) or (ii) any Landowner. Subject to Section 4.3, Contractor agrees to use reasonable efforts to accommodate such request and to coordinate the performance of the Work with those certain activities to be performed by Landowners or any of Owner's other contractors or subcontractors at the Stage 2 Site so as not to materially interfere with the performance of such activities at the Stage 2 Site. Owner hereby notifies Contractor that Affiliates of Owner Group (including Cheniere Corpus Christi Pipeline, L.P. and Cheniere Land Holdings, LLC) will need access to the Stage 2 Site. Contractor shall provide Owner and any Affiliates of Owner Group access to the Stage 2 Site at all times.

B. *Cooperation Within the Off-Site Rights of Way and Easements*. Owner shall provide Contractor with reasonable prior notice of access to the Off-Site Rights of Way and

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Easements by (i) any of Owner's other contractors or subcontractors seeking to perform work within such Off-Site Rights of Way and Easements (except with respect to Contractor's work performed under the Stage 1 EPC Agreement), and (ii) any Landowner. Likewise, Contractor shall provide Owner with reasonable prior notice of any access to the Off-Site Rights of Way and Easements by Contractor or any of its Subcontractors or Sub-subcontractors. Owner hereby notifies Contractor that Affiliates of Owner Group (including Cheniere Contractor hereby acknowledges such notice and agrees that no further notices are required in connection with any Affiliates of Owner Group accessing the Off-Site Rights of Way and Easements. Subject to the provisions of this Agreement, including Section 4.3, Contractor acknowledges that Owner or Owner's other contractors or subcontractors may be working within the Off-Site Rights of Way and Easements during the performance of this Agreement and Contractor's Work or use of certain facilities may be interfered with as a result of such concurrent activities. Subject to Section 4.3, Contractor agrees to use reasonable efforts to coordinate the performance of the Work with such other contractors performing work within the Off-Site Rights of Way and Easements during the performance or subcontractors performing work within the Off-Site Rights of Way and Easements within the Off-Site Rights of Way and Easements with such other contractors or subcontractors performing work within the Off-Site Rights of Way and Easements; *provided, however*, Contractor shall in all cases coordinate the Work with any Persons (other than Owner or Owner's other contractors, which shall not be deemed to include the Contractor or its subcontractors performing work under the Stage 1 EPC Agreement) on or using the Off-Site Rights of Way and Easements or subcontractors, which shall not be deemed to include the Contractor or its subcontractors performing work under the Stage 1 EPC Agreement) on or using the Off-Site Rights of

3.25 Integration with Stage 1 Liquefaction Facility.

A. **No Interference with Stage 1 Liquefaction Facility.** Performance of the Work shall at no time cause a suspension of operation of Subproject 1 or Subproject 2 (or any portion thereof) after substantial completion of Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement or cause a delay in any of the target substantial completion dates or guaranteed substantial completion dates under the Stage 1 EPC Agreement, except to the extent (i) specified in <u>Attachment X</u> and in compliance with the requirements of Section 3.25B or (ii) agreed by the Owner Representative in writing.

B. **Scheduled Activities.** No later than thirty (30) Days prior to performing any Work that may interfere with the operation of Subproject 1 or Subproject 2 after substantial completion of Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement or that may delay any of the target substantial completion dates or guaranteed substantial completion dates under the Stage 1 EPC Agreement (whether specified in <u>Attachment X</u> or agreed by Owner Representative in writing), Contractor shall provide Owner with a written integration plan listing the scheduled, interfering Work and proposing in detail how Contractor intends that such Work will be performed to minimize, to the greatest extent reasonably possible, interference with the operation of Subproject 1 or Subproject 2 after substantial completion of Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement and delay of any target substantial completion dates or guaranteed substantial completion dates under the stage 1 substantial completion dates under the Stage 1 epc Agreement and delay of any target substantial completion dates or guaranteed substantial completion dates under the

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Stage 1 EPC Agreement. Such proposed plan shall (i) comply with the requirements of Section 3.25A, (ii) be scheduled so that it is not on the critical path, and (iii) at a minimum, address each of the activities identified in <u>Attachment X</u> and list (a) the component of the Stage 1 EPC Agreement that will be impacted by such activity, (b) how such component or work will be impacted, and (c) the duration of such impact. If the plan proposed by Contractor does not meet any of the requirements in the immediately preceding sentence, or if Owner reasonably believes that the plan proposed by Contractor has not been developed to reasonably minimize the impact on the operations of Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement or the delay of any target substantial completion of substantial completion dates under the Stage 1 EPC Agreement, then Owner may, not later than fourteen (14) Days following receipt of the proposed plan, instruct Contractor in writing to modify the proposed plan. If Owner's instruction restricts the duration or extent of the extent permitted under Section 6.9. Contractor shall proceed to execute such Work in accordance with the mutually agreed plan; *provided that*, if Owner does not respond and comment upon the Contractor's proposed plan within fourteen (14) Days following receipt of Contractor's proposed plan, then Contractor shall proceed to execute such Work in accordance with Contractor's proposed plan as long as it complies with the limitations specified in Section 3.25B(i)-(iii). Notwithstanding Owner's agreement (or failure to agree) to the schedule and the plan for the performance of such Work, owner may, in its sole discretion, subsequently prohibit the performance of such Work courring on the schedule date, but in such case Contractor's hall be entitled to a Change Order to the extent permitted under Section 3.25B(i)-(iii), Applicable Law, Owner Permits relation for the duration required by Contractor for the Work, other than for non-compliance with Secti

C. Unscheduled Activities. It is the Parties' intent that, except for the activities (if any) listed in <u>Attachment X</u>, the performance of the Work and Contractor's other obligations under this Agreement will not interfere with the operation of Subproject 1 or Subproject 2 after substantial completion of Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement or cause a delay in any of the target substantial completion dates or guaranteed substantial completion dates under the Stage 1 EPC Agreement. During the performance of the Work, should a situation arise that Contractor reasonably believes has the potential of interfering with the operation of Subproject 1 or Subproject 2 after substantial completion of Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement. During the performance of the Work, should a situation arise that Contractor reasonably believes has the potential of interfering with the operation of Subproject 1 or Subproject 2 after substantial completion of Subproject 2 (as applicable) under the Stage 1 EPC Agreement or causes a delay in any of the target substantial completion dates or guaranteed substantial completion dates under the Stage 1 EPC Agreement, Contractor shall, except in an emergency endangering property or any Persons, give Owner written notice as soon as possible but no later than fourteen (14) Days prior to the time that Contractor plans to perform such Work, detailing a plan that is least disruptive, to the greatest extent reasonably possible, to operations of Subproject 1 or Subproject 2 after substantial completion of Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement or to the target substantial completion of Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement or to the target substantial completion of Subproject 2 after substantial completion of Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement or to the target substantial completion of Subproject 2 (as a

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substantial completion dates under the Stage 1 EPC Agreement. Emergency actions are governed by Section 3.11. Prior to performing such Work, Owner and Contractor shall mutually agree on a proposed plan for Contractor to execute such Work; *provided that*, if Owner fails to provide Contractor with access when and for the duration required by Contractor for the Work, other than for non-compliance with Section 3.25B(i)-(ii), Applicable Law, Owner Permits relating to safety, or Owner's reasonable security requirements, then Contractor shall be entitled to a Change Order to the extent permitted under Section 6.9. Notwithstanding Owner's agreement to the schedule and the plan for the performance of such Work, Owner may, in its sole discretion, subsequently prohibit the performance of such Work on such scheduled date, and Contractor shall work with Owner to develop a new plan and date for performing such Work in accordance with this Section 3.25C, and in such case Contractor shall be entitled to a Change Order to the entitled to a Change Order to the extent permitted under Section 6.9.

3.26 **Responsibility for Property**. Except as expressly set forth in Section 3.25, Contractor shall limit its operations to the Stage 2 Site. Contractor shall plan and conduct its operations so that neither Contractor nor any of its Subcontractors or Sub-subcontractors shall (i) enter upon lands (other than the Stage 2 Site and Off-Site Rights of Way and Easements) or waterbodies in their natural state unless authorized by the appropriate owner or entity; (ii) close or obstruct any utility installation, highway, waterway, harbor, road or other property unless Permits are obtained and authorized by the appropriate entity or authority; or (iii) disrupt or otherwise interfere with the operation of any portion of any pipeline, telephone, conduit or electric transmission line, ditch, navigational aid, dock or structure unless otherwise specifically authorized by the appropriate entity or authority. The foregoing includes damage arising from performance of the Work through operation of such applicable Subproject 1 or Subproject 2, liability for such damage shall be governed by the Stage 1 EPC Agreement.

3.27 **Explosives**. Explosives shall be transported to the Site only when required to perform the Work under this Agreement and with abundant, prior notice to and written approval of Owner. Contractor shall be responsible for properly purchasing, transporting, storing, safeguarding, handling and using explosives required to perform the Work under this Agreement. Contractor shall employ competent and qualified personnel for the use of explosives and, notwithstanding any other provision in this Agreement to the contrary, shall assume full responsibility for damages claimed by any Third Party to the extent caused by the improper use of explosives by Contractor or any Subcontractor. Residual surplus explosives shall be promptly removed from the Site and properly disposed of by Contractor.

3.28 **Taxes**. Subject to Section 7.1, the Contract Price includes all Taxes imposed on or payable by Contractor, its Subcontractors and Sub-subcontractors in connection with the Work. Contractor shall be responsible for the payment of all Taxes imposed on or payable by Contractor, its Subcontractors and Sub-subcontractors in connection with the Work.

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3.29 **Equipment Quality**. Contractor shall furnish reasonable evidence as to the kind, quality, and quantity of all Major Equipment. Without prior written approval by Owner which specifically waives the requirements of this Agreement, where this Agreement specifies certain Major Equipment be incorporated into the Project, Contractor shall not use any Major Equipment other than as specified in this Agreement. If Contractor wishes to modify the requirements contained herein with respect to Major Equipment, then it shall make written application to Owner for Owner's approval (such approval not to be unreasonably withheld), prior to performing any such Work. Such application shall (i) identify the requirements being modified, (ii) certify that the quality of the proposed substitute is equal to or better than that currently specified, and (iii) certify that the substitute is suited to the same use and capable of performing the same function as that specified. If the preceding requirements are not followed, then any substitution shall constitute a material failure by Contractor to comply with its obligations under this Agreement. All Major Equipment shall be fabricated, applied, installed, connected, operated (during start-up and testing), cleaned and conditioned in accordance with the instructions of the applicable Subcontractor or Sub-subcontractor.

3.30 Loss of LNG or Natural Gas. Contractor shall use safe and commercially reasonable efforts during commissioning, testing, and operation of the Stage 2 Liquefaction Facility to minimize the loss of LNG or Natural Gas due to venting, flaring, or unnecessary operation of the refrigerant compressors in recycle.

ARTICLE 4

OWNER'S RESPONSIBILITIES

Owner shall comply with the following provisions in a timely manner in accordance with the Project Schedule at no cost to Contractor:

4.1 **Payment and Financing.** Owner shall timely pay the Contract Price in accordance with the provisions of Article 7 hereof. As a condition of NTP, Owner shall obtain and maintain funds and financing as required by Section 4.1B for the Project sufficient to make payments to Contractor in accordance with the terms of this Agreement.

A. **Owner Quarterly Confirmation.** Beginning with Owner's issuance of NTP, and continuing quarterly thereafter, Owner shall deliver to Contractor a statement in the form of <u>Schedule BB-1</u> ("**Owner Quarterly Confirmation**") confirming that Owner has sufficient funds, in an amount at least equal to the committed fund levels as required by Section 4.1B, through itself and financing to continue to fulfill its payment obligations under this Agreement and confirming that no event has come to the attention of Owner which would materially and adversely affect the continued availability of such funding. Such Owner Quarterly Confirmation shall be signed by an appropriate senior officer of Owner. For the purposes of this Section 4.1A, "quarterly" shall mean the beginning and middle of each six (6) Month period described in Section 4.1B.

B. **Sufficiency of Committed Funds**. The term "sufficient funds" for purposes of Section 4.1A shall mean the following:

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1. After NTP and Bechtel's receipt of the Mobilization Payment, and through the first six (6) Months, Six Hundred Million U.S. Dollars (U.S.\$600,000,000); and

2. After the first six (6) Months and through the first twelve (12) Months, Five Hundred Million U.S. Dollars (U.S.\$500,000,000); and

3. After the first twelve (12) Months and through the first eighteen (18) Months, Four Hundred Million U.S. Dollars (U.S.\$400,000,000); and

4. After the first eighteen (18) Months and through the first twenty four (24) Months, Three Hundred Million U.S. Dollars (U.S.\$300,000,000); and

5. After the first twenty four (24) Months and through the first thirty six (36) Months, Two Hundred Million U.S. Dollars (U.S.\$200,000,000); and

6. After the first thirty six (36) Months and up to Substantial Completion of Subproject 3, One Hundred Million U.S. Dollars (U.S.\$100,000,000).

The committed fund levels under this Section 4.1B are in addition to and exclusive of (a) undisputed amounts owed to Contractor from Owner through the date of the applicable Owner Quarterly Confirmation, (b) any disputed amounts placed in escrow under Section 18.4 and (c) any funds committed to fulfill Owner's payment obligations to Contractor under the Stage 1 EPC Agreement after Owner has issued notice to proceed under the Stage 1 EPC Agreement.

4.2 **Owner Permits**. Owner shall be responsible for obtaining the Owner Permits. Owner shall maintain and, to the extent applicable, renew such Owner Permits. To the extent Owner has already obtained any of the Owner Permits as of the Effective Date of this Agreement, Owner shall provide copies of such Owner Permits to Contractor on or before the Effective Date. To the extent Owner has not obtained any Owner Permits prior to the Effective Date, Owner shall obtain such Owner Permits in accordance with the schedule contained in <u>Attachment Q</u> and Owner shall provide Contractor with complete copies of such Owner Permits within five (5) Business Days after obtaining them. The terms of all such Permits shall be compatible with Contractor's performance of the Work, and Owner shall promptly notify Contractor of any changes to the terms of any such Owner Permit that impacts Contractor's performance of the Work under this Agreement. Owner shall provide information, assistance and documentation to Contractor as reasonably requested in connection with the Contractor Permits.

4.3 Access to the Site and Off-Site Rights of Way and Easements.

A. Subject to the terms of this Agreement, including Section 3.24, Owner shall, at NTP, provide Contractor with access to and care and custody of the Stage 2 Site. Such access shall be sufficient to permit Contractor to progress with construction on a continuous basis without material interruption or interference by others. To the extent that (i) any of Owner's other contractors or subcontractors working at the Stage 2 Site prior to Substantial Completion, (ii) any Landowner accessing the Stage 2 Site prior to Substantial Completion (except as

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described in <u>Attachment Z</u>), or (iii) the lack of such sufficient access or a Change in Law, in any such case materially interrupts or interferes with Contractor's performance of the Work applicable to Subproject 3 and such interruption or interference adversely affects Contractor's ability to perform the Work applicable to Subproject 3 in accordance with the Project Schedule or Contractor's cost of performance of the Work for Subproject 3, Contractor shall be entitled to a Change Order; *provided that*, subject to Section 3.25, Contractor complies with the requirements in Sections 6.2, 6.5 and 6.9. In addition, Owner shall provide Contractor with reasonable access to the Stage 1 Site after substantial completion of Subproject 1 or Subproject 2, as applicable, necessary for the performance of the Work and in accordance with Section 3.25. For the avoidance of doubt, Contractor shall not be entitled to a Change Order pursuant to this Section 4.3 as a result of a Landowner or its representatives accessing the Site to perform any of those activities described in <u>Attachment Z</u>.

B. The Contract Price is based on Owner providing Contractor with access to the off-Site rights of way and easements listed in <u>Attachment Y</u>, including any temporary facility locations and disposal areas (but not including disposal areas for dredging) (the "*Off-Site Rights of Way and Easements*") sufficient to permit Contractor to progress with construction without material interruption or interference by others while adhering to the requirements in <u>Attachment Z</u>. To the extent Contractor is not provided with sufficient access to such Off-Site Rights of Ways and Easements to progress with construction without material interruption or interference by others, and such interruption or interference adversely affects Contractor's cost of performance of the Work or Contractor's ability to perform the Work in accordance with the Project Schedule, Contractor shall be entitled to a Change Order; *provided that* (i) Contractor complies with the requirements set forth in Sections 6.2, 6.5 and 6.9, and (ii) at or prior to the Contract Date, Contractor did not know (based on information set forth in <u>Attachment Y</u> or <u>Attachment Z</u>) that its access was or would be restricted.

4.4 **Operation Personnel**. Owner shall provide to Contractor a minimum of thirty (30) qualified and competent operating and maintenance personnel sufficient to commission and test the Project under the supervision of Contractor as set forth in <u>Attachment V</u>. Until Substantial Completion, such personnel shall be under the direction and control of and supervised by Contractor. Such operating and maintenance personnel shall be available for training as required pursuant to Section 3.5. To the extent not set forth in <u>Attachment V</u>, Contractor shall prepare for Owner's review a Project Commissioning Plan regarding the utilization of Owner's operation and maintenance personnel and Contractor's personnel during commissioning and for the conduct of Performance Tests. Such Project Commissioning Plan shall be mutually agreed-upon by the Parties, each acting reasonably, no later than forty-five (45) Days after Owner's receipt of Contractor's proposed Project Commissioning Plan. Without in any way limiting Contractor's obligation to provide forces and labor during commissioning and Performance Testing, Contractor agrees that if any activity during commissioning and Performance Testing requires direct supervision by Contractor, such supervision shall be performed by Contractor or Sub-subcontractor. Owner shall remain responsible for all costs associated with Owner's operation and maintenance personnel, including salaries, travel and expenses.

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4.5 Texas Sales and Use Tax Matters.

A. Texas Sales and Use Taxes Manufacturing Exemption on Equipment.

1. For Texas Sales and Use Tax purposes, this Agreement shall be considered to be a separated contract for the construction of new non-residential real property as defined under Applicable Law, including 34 Tex. Admin Code §3.291(a) (13). Contractor shall ensure that all Subcontracts and Sub-subcontracts are separated for Texas Sales and Use Tax purposes.

2. Aggregate Equipment Price. Contractor shall maintain the Aggregate Equipment Price and reasonable supporting documentation (which shall include the description and the sales price of such Equipment) for those items of Equipment identified in an Owner provided list at its principal office location at 3000 Post Oak Boulevard in Houston, Texas. Upon five (5) Business Days advance notice from Owner to Contractor, Contractor shall provide Owner, its Affiliates and their respective auditors and the auditors of any applicable Governmental Instrumentalities access to such reasonable supporting documentation during regular business hours to review such reasonable supporting documentation. Contractor shall update the Aggregate Equipment Price and such reasonable supporting documentation to reflect Change Orders. Owner shall have sole responsibility for determining which items of Equipment qualify for the manufacturing exemption from Texas Sales and Use Tax.

3. Prior to issuance of any LNTP or NTP directing Contractor to procure any Equipment, Owner shall issue a Texas direct pay exemption certificate to Contractor, and Contractor shall not invoice Owner for any Texas Sales and Use Tax on Equipment. Pursuant to direct pay permit status, Owner shall pay applicable Texas Sales and Use Tax on Equipment directly to the State of Texas on the Work.

B. Additional Contractor Texas Sales and Use Tax Responsibilities. For Texas Sales and Use Tax purposes, Contractor shall be considered a retailer of all Equipment incorporated into the Work. Contractor shall issue a valid Texas Sales and Use Tax resale exemption certificate for Equipment to its Subcontractors and shall cause its Subcontractors to issue a valid Texas Sales and Use Tax resale exemption certificate for Equipment to Sub-subcontractors.

4.6 **Metes and Bounds Description and Survey**. Prior to NTP (or prior to any LNTP Work where applicable), Owner shall provide to Contractor (i) a metes and bounds description of the Site (which shall include the Stage 2 Site) and the Off-Site Rights of Way and Easements, but only for those portions of the Site and the Off-Site Rights of Way and Easements that the Parties have specified in <u>Attachment</u> <u>Y</u> that the metes and bounds descriptions will be provided, and (ii) a survey of the Site (which shall include the Stage 2 Site) and the Off-Site Rights of Way and Easements, showing the boundaries of the Site (and Stage 2 Site) and the Off-Site Rights of Way and Easements and one survey control point previously provided by Owner to Contractor under the Stage 1 EPC Agreement, but only for those portions of the Site and the Off-Site Rights of Way and Easements that

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the Parties have specified in <u>Attachment Y</u> that a survey will be provided. Contractor shall be entitled to rely upon the accuracy of this information. To the extent any existing structures or utilities are shown in the survey, Contractor shall independently verify the locations of such existing structures and utilities.

4.7 **Hazardous Materials**. As between Owner and Contractor and any of Contractor's Subcontractors or Sub-subcontractors, Owner shall, or shall cause its Affiliates to, as applicable in Owner's reasonable determination and at the sole cost, expense and liability of Owner (except for those costs, damages, losses and expenses for which Contractor is responsible and/or liable under Sections 3.6, 3.17A or 3.17E), identify, characterize, manage, manifest, treat, store, remediate, remove, transport, or dispose of any Hazardous Materials (including Pre-Existing Contamination) present, discovered, discharged, spilled, disposed or otherwise released at the Site or the Off-Site Rights of Way and Easements, including any Hazardous Materials brought on to or generated on the Site or the Off-Site Rights of Way and Easements by any Third Parties but excluding any Hazardous Materials brought on to or generated on the Site or the Off-Site Rights of Way and Easements by Contractor or any of its Subcontractors or Sub-subcontractors that Owner has not otherwise expressly permitted in writing to remain on Site after Substantial Completion. Owner SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR GROUP AND ITS SUBCONTRACTORS AND SUB-SUBCONTRACTORS FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES) INCURRED BY CONTRACTOR GROUP OR ITS SUBCONTRACTORS AND SUB-SUBCONTRACTORS AND SUB-SU

4.8 **Owner-Provided Items**.

A. Owner shall be responsible for those items of information so identified in <u>Attachment A</u>, including information defined as "Rely Upon" in the Design Basis included in <u>Attachment A</u>, and for providing to Contractor the information specified in <u>Attachment U</u>. Contractor shall not be required to examine or be deemed to have examined any such information and Owner shall remain fully responsible for the accuracy, completeness and sufficiency of such information. If Owner makes a change to any such information, or if Contractor discovers an error in such information or non-compliance of such information with Applicable Law or Applicable Codes and Standards, Contractor shall be entitled to a Change Order; *provided that* Contractor complies with the requirements set forth in Sections 6.2, 6.5 and 6.9. All other information in the Design Basis shall be the responsibility of Contractor.

B. Owner shall provide those items in <u>Attachment A</u> which are expressly listed as being the obligation of Owner and the items listed in <u>Attachment U</u> (within the times listed in <u>Attachment U</u>). The items already provided by Owner are listed in <u>Attachment U</u>.

C. Owner shall supply Feed Gas for use during commissioning, Start Up and Performance Tests and as necessary to demonstrate achievement of RFSU and Substantial

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Completion ("Commissioning Feed Gas") in accordance with the notice procedures specified in Section 11.1.

D. Following substantial completion of Subproject 1, Owner shall provide storage, through a Tank completed by Contractor under Subproject 1, for Commissioning LNG in accordance with the notice procedures specified in Section 11.1.

4.9 **Owner Representative and Owner's Site Manager**. Owner designates *** as the Owner Representative. Owner designates *** as the Owner's Site Manager. Notification of a change in Owner Representative and Owner Site Manager shall be provided in advance, in writing, to Contractor.

4.10 **LNG Tanker Release**. Owner shall endeavor to obtain a release of Contractor Group and Owner Group from the owner of any LNG Tanker and related LNG cargo from any and all damages, losses, costs and expenses arising out of or resulting from claims for damage to or destruction of an LNG Tanker and loss of the related LNG cargo or personal injury or death of any employee, officer or director employed by the company operating, owning or leasing such LNG Tanker or owning the related LNG cargo in connection with the delivery of LNG of any LNG Tanker to the Project where such damage, destruction, loss, injury or death occurs prior to Substantial Completion. Owner shall endeavor to obtain a release which shall apply regardless of the cause of such damage, destruction, injury or death, including the sole or joint negligence, breach of contract or other basis of liability of any member of the Contractor Group and any member of the Owner Group.

ARTICLE 5

COMMENCEMENT OF WORK, PROJECT SCHEDULE, AND SCHEDULING OBLIGATIONS

5.1 Limited Notice to Proceed.

A. **Commencement of LNTP Work.** Upon Contractor's receipt from Owner of LNTP No. 1, LNTP No. 2, LNTP No. 3 or any other limited notice to proceed executed pursuant to Section 5.1B.4 (individually or collectively, "*Limited Notice to Proceed*" or "*LNTP*"), Contractor shall promptly commence with the performance of the portion of the Work specified in such LNTP. The LNTP shall be issued in the applicable form attached hereto in <u>Attachment H</u>, as further described below. If permitted to be filed under Applicable Law, Contractor shall timely file an affidavit of commencement of construction with the county clerk pursuant to Texas Property Code § 53.124(c). Contractor shall not, and shall not be obligated to, commence performance of such Work until receipt from Owner of such LNTP.

B. Limited Notice to Proceed.

1. Owner shall issue LNTP No. 1 in the form attached hereto as <u>Schedule H-2</u> ("*LNTP No. 1*"), authorizing and requiring Contractor to commence performance of the Work as described in <u>Schedule H-2</u>. All Work performed under LNTP No. 1 shall be performed in accordance with the terms and conditions of this Agreement, and all payment for Work under LNTP No. 1 shall be credited against the Contract Price and the first payments to become due hereunder if NTP is issued. The portion

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of the Contract Price payable for Work under LNTP No. 1 shall be made in accordance with the Payment Schedule set forth in <u>Attachment H-2</u> (as may be amended by Change Order) and the applicable provisions of Article 7. For the avoidance of doubt, in the event LNTP No. 1 is not issued by Owner pursuant to this Agreement, the Work included in <u>Schedule H-2</u> remains part of the Work required to be performed by Contractor after NTP pursuant to this Agreement.

2. Owner may issue LNTP No. 2, which if issued shall be in the form attached hereto as <u>Schedule H-3</u> ("*LNTP No.* 2"), authorizing and requiring Contractor to commence performance of the Work as described in <u>Schedule H-3</u>. All Work performed under LNTP No. 2 shall be performed in accordance with the terms and conditions of this Agreement, and all payments for Work under LNTP No. 2 shall be certained against the Contract Price and the first payments to become due hereunder if NTP is issued. The portion of the Contract Price payable for Work under LNTP No. 2 shall be made in accordance with the Payment Schedule set forth in <u>Attachment H-3</u> (as may be amended by Change Order) and the applicable provisions of Article 7. For the avoidance of doubt, in the event LNTP No. 2 is not issued by Owner pursuant to this Agreement, the Work included in <u>Schedule H-3</u> remains part of the Work required to be performed by Contractor after NTP pursuant to this Agreement.

3. Owner may issue LNTP No. 3, which if issued shall be in the form attached hereto as <u>Schedule H-4</u> ("*LNTP No.* 3"), authorizing and requiring Contractor to commence performance of the Work as described in <u>Schedule H-4</u>. All Work performed under LNTP No. 3 shall be performed in accordance with the terms and conditions of this Agreement, and all payments for Work under LNTP No. 3 shall be credited against the Contract Price and the first payments to become due hereunder if NTP is issued. The portion of the Contract Price payable for Work under LNTP No. 3 shall be made in accordance with the Payment Schedule set forth in <u>Attachment H-4</u> (as may be amended by Change Order) and the applicable provisions of Article 7. For the avoidance of doubt, in the event LNTP No. 3 is not issued by Owner pursuant to this Agreement, the Work included in <u>Schedule H-4</u> remains part of the Work required to be performed by Contractor after NTP pursuant to this Agreement.

4. At any time prior to the date of issuance of NTP, Owner may issue other LNTPs which, if issued, shall authorize and require Contractor to commence performance of a specified portion of the Work; *provided that* the Parties have executed a Change Order for such other LNTP Work. Each other LNTP, if any, shall specify the Work to be performed under the LNTP and the cost of such specified Work, and Contractor shall be paid for such specified Work pursuant to the terms and conditions of such other LNTP and this Agreement, with all such payments credited against the Contract Price if NTP is issued. Such LNTP shall be issued in the form attached hereto as <u>Schedule H-1</u>. The portion of the Contract Price payable for the LNTP work shall be made in accordance with the Payment Schedule set forth in <u>Attachment C</u> (as may be amended by the applicable LNTP or by Change Order) and the applicable provisions of Article 7.

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C. *Conditions of Issuance of LNTP*. Owner shall not issue any LNTP (including LNTP No. 1, LNTP No. 2 and LNTP No. 3) until the following conditions have been met (or waived in writing by Contractor):

1. Owner has furnished to Contractor documentation which demonstrates that Owner has sufficient funds to fulfill its payment obligations, including all cancellation costs associated with LNTP Work, in connection with Contractor's performance of the LNTP Work, or that Owner has obtained financing from one or more Lenders to fulfill its payment obligations in connection with such LNTP Work;

2. Owner has obtained all Owner Permits that are necessary for performance of the LNTP Work;

3. Corpus Christi Liquefaction Stage II, LLC (or its successors and permitted assigns) has made payment to Contractor of all undisputed amounts owed as of the date of the LNTP that were earned in connection with Contractor's performance of Request for Services No. 1 and Request for Services No. 2 issued under the 2017 Technical Services Agreement, and Contractor's performance of such Requests for Services has not been cancelled or suspended by Corpus Christi Liquefaction Stage II, LLC (or its successors and permitted assigns);

4. Owner shall be in compliance with its other obligations set forth in Article 4 as necessary for the performance of the LNTP Work;

5. If Owner fails to issue LNTP No. 1 on or before December 13, 2017, the Parties have agreed to the adjustments to the Contract Price and Project Schedule as provided in Section 5.2C.1 below as a condition of Owner issuance LNTP No. 1 after December 13, 2017;

6. If Owner fails to issue LNTP No. 2 on or before *** and Owner has not issued NTP on or before ***, the Parties have agreed to the adjustments to the Contract Price and Project Schedule as provided in Section 5.2C.1 below as a condition of Owner issuing LNTP No. 2 after ***; and,

7. If Owner fails to issue LNTP No. 3 on or before *** and Owner has not issued NTP on or before ***, the Parties have agreed to the adjustments to the Contract Price and Project Schedule as provided in Section 5.2C.1 below as a condition of Owner issuing LNTP No. 3 after ***.

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5.2 Notice to Proceed.

A. **Notice to Proceed.** Contractor shall not, and shall not be obligated to, commence performance of the Work (other than any LNTP Work) until Owner issues the full notice to proceed ("**Notice to Proceed**" or "**NTP**") authorizing the same pursuant to the terms and conditions of this Agreement. Upon Contractor's receipt from Owner of the NTP, Contractor shall promptly commence with the performance of the Work. The NTP shall be issued in the form attached hereto as <u>Schedule H-3</u>. Contractor shall timely file an affidavit of commencement of construction with the county clerk pursuant to Texas Property Code § 53.124(c).

B. *Conditions of Issuance of NTP*. Owner shall not issue an NTP until the following conditions have been met (or waived in writing by Contractor):

1. Owner has furnished to Contractor reasonable documentation which demonstrates that Owner (i) has funds and (ii) has obtained financing from one or more Lenders, which combined are sufficient to fulfill Owner's payment obligations under this Agreement, including (a) satisfaction, or waiver by Lenders, of all applicable conditions precedent to the occurrence of the closing date of the financing, which shall be prior to or contemporaneous with the issuance of the Notice to Proceed, and (b) evidence of the execution of the credit agreement with respect to such financing by Owner and Lenders (including a copy of such executed credit agreement).

For purposes of this Section 5.2B.1, funds and financing "sufficient to fulfill Owner's payment obligations" shall mean that Owner has at NTP, One Billion U.S. Dollars (U.S.\$1,000,000,000) committed to fulfill Owner's payment obligations to Contractor under this Agreement. This committed fund amount is in addition to and exclusive of the (a) Mobilization Payment and (b) any funds committed to fulfill Owner's payment obligations to Contractor under the Stage 1 EPC Agreement;

2. Owner has obtained all Owner Permits (including the FERC Authorization) which are shown in <u>Attachment Q</u> as required to be obtained prior to the issuance of the NTP;

3. Corpus Christi Liquefaction Stage II, LLC (or its successors and permitted assigns) has made payment to Contractor of all undisputed amounts owed as of the date of the NTP that were earned in connection with Contractor's performance of Request for Services No. 1 and Request for Services No. 2 issued under the 2017 Technical Services Agreement, and Contractor's performance of such Requests for Services has not been cancelled or suspended by Corpus Christi Liquefaction Stage II, LLC (or its successors and permitted assigns);

4. Owner has issued LNTP No. 1;

5. The Mobilization Payment has been received by Contractor in cleared funds;

6. Owner shall be in compliance with its other obligations set forth in Article 4 as necessary for the commencement of the Work;

7. Owner has executed the ConocoPhillips License Agreement; and,

8. If Owner fails either to (i) issue NTP on or before *** and Owner has not issued LNTP No. 2 on or before ***, (ii) issue NTP on or before by *** and Owner has not issued LNTP No. 3 on or before ***, or (iii) issue NTP on or before July 5, 2018 despite Owner having issued LNTP No. 2 on or before *** and LNTP No. 3 on or before ***, the Parties have agreed to the adjustments to the Contract Price and Project Schedule as provided in Section 5.2C.1 below.

C. Delayed LNTP No. 1 or NTP.

1. In the event Owner fails to either (i) issue LNTP No. 1 in accordance with Section 5.1 on or before December 13, 2017, (ii) issue NTP in accordance with Section 5.2 on or before *** and Owner has not issued LNTP No. 2 in accordance with Section 5.1 on or before ***, (iii) issue NTP in accordance with Section 5.2 on or before *** and Owner has not issued LNTP No. 3 in accordance with Section 5.1 on or before ***, or (iv) issue NTP in accordance with Section 5.2 on or before ***, then Contractor shall be entitled to an adjustment to the Contract Price and the Project Schedule if and to the extent caused by such delayed issuance of LNTP No. 1, LNTP No. 2, LNTP No. 3 or NTP, as applicable. Such adjustment shall include cost and schedule impacts caused by, for example, closing of vendor shops, unavailability of materials, labor unavailability, impacts on ability to attract and/or retain qualified labor, as well as escalation and loss of synergies with Contractor's work under the Stage 1 EPC Contract. For the avoidance of doubt, any adjustment to the Contract Price or Project Schedule shall not be based on Contractor's errors or omissions, a change in technology, or a change in material or Equipment quantities (except where the unavailability of materials, vendors or labor caused by such delayed issuance of LNTP No. 1 or NTP results in necessary changes to Equipment specifications). Contractor shall use commercially reasonable efforts and GECP to mitigate the increase to the Contract Price and the Project Schedule. Such agreed-upon adjustment will be set forth in a Change Order.

2. Contractor shall, at the end of every three Month period thereafter until NTP (if any) is issued by Owner, notify Owner in writing of any impacts such delay has on Contractor's costs of performance of the Work, including Subcontractor prices, and Contractor's ability to perform the Work in accordance with the Agreement, including the Project Schedule and other Changed Criteria. Contractor shall not be entitled to the relief in this Section 5.2C to the extent the reason for Owner failing to issue NTP is because Contractor failed to provide the Letter of Credit in accordance with Section 9.2A.

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5.3 **Project Schedule**. Contractor shall perform the Work in accordance with the Project Schedule.

A. *Target Substantial Completion Date*. Listed in <u>Attachment E</u> is the Target Substantial Completion Date. The Target Substantial Completion Date shall only be adjusted by Change Order as provided under this Agreement.

B. *Guaranteed Substantial Completion Date*. Contractor shall achieve Substantial Completion no later than the date specified in <u>Attachment E</u> (*"Guaranteed Substantial Completion Date"*). The Guaranteed Substantial Completion Date shall only be adjusted by Change Order as provided under this Agreement.

C. *Final Completion*. Contractor shall achieve Final Completion no later than *** (***) Days after achieving Substantial Completion or as soon as reasonably practicable thereafter if the Parties mutually agree (both acting reasonably).

5.4 **CPM Schedule Submissions.** Within thirty (30) Days after LNTP No. 1 is issued in accordance with Section 5.1B.1, Contractor shall prepare and submit to Owner for its review a critical path method schedule ("*CPM Schedule*") for the Work identifying the critical path for Subproject 3, which shall be detailed at a Level II for all activities for the Project (including engineering, procurement, construction, pre-commissioning, commissioning, testing and startup). In addition, no later than ninety (90) Days after LNTP No. 1 is issued in accordance with Section 5.1B.1, Contractor shall submit to Owner for its review a revised CPM Schedule, which shall be detailed at a Level III for all activities for the Project (including engineering, procurement, construction, pre-commissioning, testing and startup). The initial CPM Schedule shall govern Contractor's Work until the revised CPM Schedule is prepared and reviewed by Owner. Each of the initial and revised CPM Schedules shall be referred to as the "CPM Schedule," and each shall comply with the requirements of this Section 5.4 and shall be provided to Owner in its native electronic format. The CPM Schedule shall be prepared by Contractor using Primavera v8.4 planning and scheduling software or a later version of such software. Without limitation of the foregoing, the CPM Schedule shall include the information and meet the requirements set forth in Section 8.4 of <u>Attachment A</u>.

5.5 **Recovery and Recovery Schedule**. If, at any time during the prosecution of the Work, (i) should the Monthly Progress Report show that any activity on the critical path is forty-five (45) or more Days behind schedule, or should Contractor fail to provide a Monthly Progress Report in compliance with the requirements of this Agreement and Owner reasonably determines that any activity on the critical path is forty-five (45) or more Days behind schedule and (ii) Contractor or any of its Subcontractors or Sub-subcontractors are in Owner's reasonable judgment responsible for such delay, Owner may, in addition to any other remedies that it may have under this Agreement, require that Contractor prepare a schedule to explain and display how it intends to regain compliance with the CPM Schedule (*"Recovery Schedule"*). Within ten (10) Business Days after the determination by Owner of the requirement for a Recovery Schedule and submit it to Owner for its review. The Recovery Schedule shall (i) represent Contractor's best judgment as to how it shall regain compliance with the CPM Schedule, (ii) be prepared in accordance with GECP, (iii) have a level of detail sufficient for Contractor to direct, manage and perform the Work, and (iv) have a maximum duration of sixty (60) Days unless recovery cannot be reasonably

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achieved in such time, in which case the duration of the Recovery Schedule shall be for that period of time reasonably necessary to regain compliance with the CPM Schedule. Contractor shall address all comments received from Owner during Owner's review of the Recovery Schedule, and Contractor shall provide a written statement describing why any of Owner's comments or proposed changes to the Recovery Schedule that Contractor implemented by Contractor. Any of Owner's comments or proposed changes to the Recovery Schedule that Contractor implements should be reflected in the revised Recovery Schedule. The revised Recovery Schedule shall then be the schedule which Contractor shall use in planning, organizing, directing, coordinating, performing, and executing the Work (including all activities of Subcontractors and Sub-subcontractors) to regain compliance with the CPM Schedule. The revised Recovery Schedule is combined with a request by Owner for a Contractor's sole cost and expense; *provided, however*, if the preparation of a Recovery Schedule is combined with a request by Owner for a Change Order and the cost of preparing the Change Order for such request (excluding any costs associated with recovery) exceeds Thirty Thousand U.S. Dollars (U.S.\$30,000), then Contractor is entitled to reimbursement for such preparation costs in accordance with Section 6.1A. Owner's review and comments regarding the Recovery Schedule shall not relieve Contractor of any obligations for performance of the Work, change the Target Substantial Completion Date or Guaranteed Substantial Completion Date or be construed to establish the reasonableness of the Recovery Schedule.

A. If, at any time prior to the Guaranteed Substantial Completion Date, Contractor's performance of the Work is delayed such that Substantial Completion is projected to achieve Substantial Completion beyond the Guaranteed Substantial Completion Date (as may be adjusted by Change Order) to such an extent that the Delay Liquidated Damages cap in Section 20.2A would apply, and Contractor fails to provide a Recovery Schedule in accordance with this Section 5.5 or Contractor provides a Recovery Schedule but Contractor fails to materially comply with such Recovery Schedule, then Contractor's performance of the Work in accordance with Section 16.1A. If Owner so terminates, Owner shall have all of the rights under Section 16.1 (including recovering all amounts under Section 16.1A), except that in the case of a termination by Owner pursuant to this Section 5.5A solely for Contractor's failure to provide a Recovery Schedule and materially comply therewith, Contractor's liability under Section 16.1 arising out of such termination shall be limited to the applicable cap or caps in Section 20.2A and no Performance Liquidated Damages would be owed.

5.6 Acceleration and Acceleration Schedule.

A. Even if the Work is otherwise in compliance with the CPM Schedule, Owner may, at any time, direct Contractor in writing to advance one or both of the Target Substantial Completion Date and Guaranteed Substantial Completion Date; *provided, however*, such directive shall be reasonable and Contractor shall have agreed in writing that such acceleration is commercially and technically feasible. In the event of such agreement, the directive shall be termed herein a "*Confirmed Acceleration Directive*" and shall be set forth in a Change Order. In no event shall Owner have the right to issue a unilateral acceleration directive requiring Contractor to achieve Substantial Completion prior to the original Guaranteed Substantial Completion Date specified in this Agreement as of the Contract Date. In the event of a

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Confirmed Acceleration Directive, Owner shall pay Contractor for the documented costs plus fees attributable to such acceleration and appropriate incentives, if any, shall be mutually agreed upon by the Parties with respect to such early proposed completion and set forth in the Change Order. Such costs may include any shift differential, premium, or overtime payments to workers or field supervisors and other employees of Contractor dedicated to the Work on a full-time basis actually incurred over and above Contractor's normal rates, and overtime charges for Construction Equipment. Any adjustment to the Contract Price or any other Change Order, Contractor shall be implemented by Change Order. Upon execution of the Change Order, Contractor shall immediately commence and diligently perform the acceleration of the Work, and shall prepare a schedule to explain and display how it intends to accelerate the Work and how that acceleration will affect the critical path of the CPM Schedule (the "*Acceleration Schedule*"). With respect to the Acceleration Schedule, Contractor shall do the following:

1. No later than the tenth (10th) Business Day after execution of the Change Order with respect to the Confirmed Acceleration Directive, Contractor shall prepare the Acceleration Schedule and submit it to Owner for its review. The Acceleration Schedule shall represent Contractor's best judgment as to how it shall satisfy the Confirmed Acceleration Directive. The Acceleration Schedule shall be prepared using GECP and to a similar level of detail as the CPM Schedule.

2. On the tenth (10th) Business Day after execution of the Change Order with respect to the Confirmed Acceleration Directive (or such longer time as specified in writing by Owner), Contractor shall participate in a conference with Owner, and with any other Person (including Subcontractors and Sub-subcontractors) whom Owner reasonably designates to participate, to review and evaluate the Acceleration Schedule. Any revisions to the Acceleration Schedule necessary as a result of this review shall be resubmitted for review by Owner as soon as reasonably practicable or as mutually agreed by the Parties. The revised Acceleration Schedule shall then be the schedule which Contractor shall use in planning, organizing, directing, coordinating, performing, and executing that portion of the Work that is affected by such acceleration, with the CPM Schedule governing the performance of all other Work.

Owner's review of the Acceleration Schedule shall not constitute an independent evaluation or determination by Owner of the workability, feasibility, or reasonableness of that schedule.

ARTICLE 6

CHANGES; FORCE MAJEURE; AND OWNER-CAUSED DELAY

6.1 **Change Orders Requested by Owner.** Until Substantial Completion, Owner shall be entitled to a Change Order upon request in accordance with this Section 6.1.

A. If Owner submits to Contractor in writing a duly signed proposed Change Order, Contractor must respond to Owner, to the extent practicable, within thirty (30) Days with a written statement setting forth the effect, if any, which such proposed Change Order

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would have on the Contract Price, the Project Schedule, the Design Basis, the Payment Schedule, any of the Minimum Acceptance Criteria, Performance Guarantee or Guarantee Conditions, and/or any other obligation or potential liability of Contractor hereunder (collectively or individually, the "*Changed Criteria*"). The written statement shall be in the form of <u>Schedule D-3</u>, and shall include, to the extent practicable, all information required by Section 6.5B. Owner shall respond to Contractor's written statement within fourteen (14) Business Days of receipt, responding to Contractor's statement as to the effects of the proposed Change Order on the Changed Criteria. If it is not practicable for Contractor to provide all of the information required under this Section 6.1A to be submitted with such written statement within such thirty (30) Day period, Contractor shall provide Owner with as much information as practicable as a written explanation of the reason additional time is required. To the extent Contractor in curs costs exceeding Thirty Thousand U.S. Dollars (U.S.\$30,000) (which costs shall be adequately documented and supported by Contractor) in responding to any one proposed Change Order, Contractor's invoice therefor; *provided that* Contractor first gives Owner written notice of the estimate of the cost of such preparation before preparing the response, such estimate is in excess of Thirty Thousand U.S. Dollars (U.S.\$30,000), Owner approves in writing the preparation of the response, and such proposed Change Order is not implemented.

B. If the Parties agree on such Changed Criteria of the proposed Change Order (or modify such proposed Change Order so that the Parties agree on such Changed Criteria), the Parties shall execute such Change Order incorporating the Changed Criteria, which shall be in the form of <u>Schedule D-1</u>, and such Change Order shall become binding on the Parties, as part of this Agreement.

C. If the Parties cannot agree on such Changed Criteria of the proposed Change Order within ten (10) Days of Contractor's receipt of Owner's response to Contractor's written statement, or if Owner desires that the proposed changed Work set forth in the proposed Change Order commence immediately without the requirement of a written statement by Contractor as required under Section 6.1A, Owner may (subject to this Section 6.1C), by issuance of a unilateral Change Order in the form attached hereto as <u>Schedule D-2</u>, require Contractor to commence and perform the changed Work specified in the unilateral Change Order on a time and material basis as set forth in <u>Schedule D-4</u> with the effect of such unilateral Change Order on the Changed Criteria (or if the Parties agree on the effect of such unilateral Change Order for some but not all of the Changed Criteria, the impact of each of the components of the Changed Criteria on which the Parties disagree) to be determined as soon as possible but without prejudice to Contractor's right to refer any Dispute for resolution in accordance with Article 18. The rates specified in <u>Schedule D-4</u> are "*Unit Rates*," and the Unit Rates shall be used to the extent applicable to the changed Work. The Parties acknowledge and agree that unilateral Change Orders submitted by Owner in accordance with this Section 6.1C shall be limited to additions or modifications to, or deductions from the Work and that Owner shall not have the unilateral right to change, amend or modify any of the other Changed Criteria or the terms of this Agreement. Pending resolution of the Dispute, Contractor shall perform the Work as specified in such unilateral Change Order and Owner shall continue to pay Contractor in accordance with the terms of this Agreement and any previously agreed Change Orders. When

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Owner and Contractor agree on the effect of such unilateral Change Order on all of the Changed Criteria, such agreement shall be recorded by execution by the Parties of a Change Order in the form attached hereto as <u>Schedule D-1</u>, which shall supersede the unilateral Change Order previously issued and relating to such changed Work. With the exception of any Contract Price adjustment contemplated under <u>Attachment EE</u>, in no event shall Owner be entitled to issue any unilateral Change Order in accordance with this Section 6.1C where such unilateral Change Order (i) would result in an increase equal to or exceeding Ten Million U.S. Dollars (U.S.\$10,000,000), or (ii) in conjunction with other unilateral Change Orders issued by Owner (other than any Contract Price adjustment contemplated under <u>Attachment EE</u>), would in themselves result in an increase equal to or exceeding an amount equal to Thirty Million U.S. Dollars (U.S.\$30,000,000); *provided that*, with respect to unilateral Change Orders requiring Contractor to conduct or develop engineering studies, Contractor shall not be required to incur costs (a) greater than Thirty Thousand U.S. Dollars (U.S.\$30,000) for any single Change Order for engineering studies, or (b) in conjunction with other unilateral Change Orders, greater than Three Hundred Thousand (U.S.\$300,000) in the aggregate for engineering studies. Notwithstanding the foregoing, in no event shall Owner be entitled to issue any unilateral Change Order directing performance of Work under an LNTP. For the avoidance of doubt, the Parties agree that the adjustments contemplated under <u>Attachment EE</u> do not constitute unilateral Change Orders.

D. In the event of a change in any Applicable Code and Standard which does not constitute a Change in Law, Contractor shall provide written notice to Owner regarding such change. Upon receipt of such notice from Contractor, Owner may submit a proposed Change Order to Contractor in accordance with this Section 6.1 in the event Owner, at its sole option, elects for Contractor to implement such change in Applicable Code and Standard. In the event Owner does not, at its sole option, elect for Contractor to implement such change in Applicable Code and Standard, Contractor shall not be required to perform in accordance with such Applicable Code and Standard. In the event, however, that compliance with such Applicable Code and Standard is mandatory for Contractor to comply with GECP and Owner does not, at its sole option, after receipt of written notice from Contractor regarding same, elect for Contractor to implement such change in Applicable Code and Standard, then Owner waives its rights to claim a breach of GECP with respect to such change in Applicable Code and Standard.

6.2 **Change Orders Requested by Contractor.**

A. Contractor shall have the right to a Change Order in the event of any of the following occurrences:

1. Any Change in Law that adversely affects (i) Contractor's costs of performance of the Work, (ii) Contractor's ability to perform the Work in accordance with the Project Schedule or (iii) Contractor's ability to perform any material obligation under this Agreement;

2. Acts or omissions of any member of Owner Group or any other Person for whom Owner is responsible, including in the case of Owner any failure to perform

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any obligation under this Agreement, that adversely affects (i) Contractor's costs of performance of the Work, (ii) Contractor's ability to perform the Work in accordance with the Project Schedule or (iii) Contractor's ability to perform any material obligation under this Agreement; *provided that* Contractor shall not be entitled to a Change Order to the extent that such acts or omissions of Owner are caused, directly or indirectly, by Contractor's failure to perform its obligations under this Agreement;

3. Force Majeure to the extent allowed under Section 6.8A;

4. Acceleration of the Work directed by Owner pursuant to Section 5.6;

5. Owner's request for an increase in coverage under the Letter of Credit pursuant to Section 9.2 to cover any increase in the Contract Price as a result of Change Orders to the extent set forth in Section 9.2;

6. To the extent expressly permitted under Sections 3.3C, 3.4A, 3.25, 4.3, 4.8A, 5.2C.1, 5.6A, 7.1, 8.2A, 8.2C, 11.1A, 11.1B.6, 11.1D, 12.2A, 16.3, 16.4 and <u>Attachment EE</u>;

7. Delay beyond the permissible times specified in Section 1A.9(g)(ii) or Section 1A.11(ii) of <u>Attachment O</u> for the delivery by Owner to Contractor of builder's risk or marine cargo insurance proceeds received by the Collateral Agent (or if no Collateral Agent, a mutually agreed upon escrow agent) shall relieve Contractor of any obligation under this Agreement to effect repairs or other restoration of the Work affected by the insured occurrence for any costs of repairs or restoration exceeding the sum of the deductible under such insurance and any amounts previously paid to Contractor under such insurance and shall entitle Contractor is cost of performance of the Work, (ii) Contractor's ability to perform the Work in accordance with the Project Schedule, or (iii) or Contractor's ability to perform any material obligation under this Agreement; *provided that*, notwithstanding the foregoing, in no event shall this Section 6.2A.7 in any way relieve Contractor from any obligation to perform any work necessary to maintain the builder's risk and marine cargo insurance in full force and effect;

8. Suspension in Work ordered by Owner pursuant to Section 16.3;

9. Subsurface Soil Conditions to the extent allowed under Section 2.5B.2;

10. Discovery of Hazardous Materials (including Pre-Existing Contamination) at the Site or on the Off-Site Rights of Way and Easements for which Owner is responsible under Section 4.7 that adversely affects (i) Contractor's costs of performance of the Work, (ii) Contractor's ability to perform the Work in accordance with the Project Schedule or (iii) Contractor's ability to perform any material obligation under this Agreement;

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11. Any Landowner agreement which is executed and provided to Contractor after the Contract Date (or modified in writing after the Contract Date) (including but not limited to such Landowner agreements that are identified in <u>Attachment Y</u>), but only to the extent that such agreement adversely affects (i) Contractor's costs of performance of the Work, (ii) Contractor's ability to perform the Work in accordance with the Project Schedule or (iii) Contractor's ability to perform any material obligation under this Agreement.

B. Should Contractor desire to request a Change Order under this Section 6.2, Contractor shall, pursuant to Section 6.5, notify Owner in writing and issue to Owner, at Contractor's expense, a request for a proposed Change Order in the form attached hereto as <u>Schedule D-3</u>, a detailed explanation of the proposed change and Contractor's reasons for proposing the change, documentation necessary to verify the effects of the change on the Changed Criteria, and all other information required by Section 6.5. Any adjustments to the Contract Price shall (unless otherwise agreed) be requested on a fixed price basis and shall be based on the requirements in <u>Schedule D-4</u> and the Unit Rates specified therein to the extent applicable to the Change Order.

C. Owner shall respond to Contractor's request for a Change Order within thirty (30) Days of receipt, stating (i) whether Owner agrees that Contractor is entitled to a Change Order and (ii) the extent, if any, to which Owner agrees with Contractor's statement regarding the effect of the proposed Change Order on the Changed Criteria, including any adjustment to the Contract Price and the estimated costs for each item making up the adjustment to the Contract Price. If Owner agrees that a Change Order is necessary and agrees with Contractor's statement regarding the effect of the proposed Change Order, which shall be in the form of <u>Schedule D-1</u>, and such Change Order shall become binding on the Parties as part of this Agreement upon execution thereof by the Parties. Owner shall be entitled to decline a Change Order with respect to any request by Contractor for a Change Order if the Change Order request, when submitted, is not adequately documented and supported by Contractor as required under this Agreement.

D. If the Parties agree that Contractor is entitled to a Change Order but cannot agree on the effect of the proposed Change Order on the Changed Criteria within thirty (30) Days of Owner's receipt of Contractor's written notice and proposed Change Order and all other required information, or if Owner desires that the proposed changed Work set forth in the proposed Change Order commence immediately, the rights, obligations and procedures set forth in Section 6.1C are applicable.

E. If the Parties cannot agree upon whether Contractor is entitled to a Change Order within thirty (30) Business Days of Owner's receipt of Contractor's written notice and proposed Change Order, then the Dispute shall be resolved as provided in Article 18. Pending resolution of the Dispute, Contractor shall continue to perform the Work required under this Agreement, and Owner shall continue to pay Contractor in accordance with the terms of this Agreement, any Change Orders and any previously agreed or unilateral Change Orders.

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6.3 **Contract Price Adjustment; Contractor Documentation**. If a Change Order is executed on a time and material basis pursuant to Section 6.1C or 6.2D, then the Contract Price shall be adjusted as set forth in <u>Schedule D-4</u>. Contractor shall use reasonable efforts to minimize such costs (consistent with the requirements of this Agreement).

6.4 **Change Orders Act as Accord and Satisfaction**. Unless otherwise expressly stated in the Change Order, Change Orders agreed pursuant to Section 6.1B or 6.2C by the Parties shall constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in the subject Change Order and shall be deemed to compensate Contractor fully for such change. Accordingly, unless otherwise expressly stated in such Change Order, Contractor expressly waives and releases any and all right to make a claim or demand or to take any action or proceeding against Owner for any consequences arising out of, relating to or resulting from such change in the Change Order, then Contractor expressly reserves its right in a Change Order to maintain a claim arising out of the change in the Change Order, then Contractor shall provide Owner with notice every ninety (90) Days setting forth the then known impact of the reserved claim in the Change Order.

6.5 **Timing Requirements for Notifications and Change Order Requests by Contractor**. Should Contractor desire to seek an adjustment to the Contract Price, the Project Schedule, the Payment Schedule, any of the Minimum Acceptance Criteria or Performance Guarantee or any other modification to any other obligation of Contractor under this Agreement for any circumstance that Contractor has reason to believe may give rise to a right to request the issuance of a Change Order, Contractor shall, with respect to each such circumstance:

A. notify Owner in writing of the existence of such circumstance within twenty (20) Days of the date that Contractor knew of the first occurrence or beginning of such circumstance; *provided, however*, if such circumstance is an emergency, notice shall be given as soon as reasonably practicable. In such notice, Contractor shall state in detail all known and presumed facts upon which its claim is based, including the character, duration and extent of such circumstance, the date Contractor first knew of such circumstance, any activities impacted by such circumstance, a good faith estimate of the cost (which such costs shall be adequately documented and supported by Contractor) and time consequences of such circumstance (including showing a good faith estimate of the impact of such circumstance, if any, on the critical path of the CPM Schedule) and any other details or information that are expressly required under this Agreement. Contractor shall only be required to comply with the notice requirements of this Section 6.5A once for continuing circumstances, *provided that* the notice expressly states that the circumstance is continuing and includes Contractor's best estimate of the time and cost consequences of such circumstance; and

B. submit to Owner a request for a Change Order as soon as reasonably practicable after giving Owner written notice but in no event later than forty-five (45) Days after the completion of each such circumstance, together with a written statement with all information currently available (i) detailing why Contractor believes that a Change Order should be issued, plus all documentation reasonably requested by Owner, including information and details expressly required under this Agreement (including the information required by <u>Schedule D-4</u>, applicable detailed estimates and cost records and a graphic demonstration using the CPM Schedule and Monthly Progress Reports showing Contractor's entitlement to a time extension

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to the Project Schedule pursuant to the terms of this Agreement); and (ii) setting forth the effect, if any, which such proposed Change Order has or would have for the Work on any of the Changed Criteria. Contractor shall promptly supplement its request for Change Order with additional information as such additional information (if any) becomes available.

If Contractor fails to provide the notice as required under this Section 6.5, and if Owner demonstrates that it has been prejudiced on account of such failure to provide notice, then, to the extent that Owner is so prejudiced, Contractor waives its right for, and releases Owner from and against any claims for, adjustments in the Contract Price, the Project Schedule, Payment Schedule, any Work, any of the Minimum Acceptance Criteria or Performance Guarantee or any other modification to any other obligation of Contractor under this Agreement. Oral notice, shortness of time, or Owner's actual knowledge of a particular circumstance shall not waive, satisfy, discharge or otherwise excuse Contractor's strict compliance with this Section 6.5. Contractor shall have the burden of proof with respect to any claim made by it.

6.6 **Evidence of Funds**. With the exception of any Contract Price adjustment contemplated under <u>Attachment EE</u>, Contractor shall not be obligated to proceed with any Change Order that, alone or in conjunction with other Change Orders, would result in an increase in the Contract Price, as of the Contract Date, in excess of Fifty Million U.S. Dollars (U.S.\$50,000,000) and thereafter would result in an increase in the Contract Price in excess of additional Five Million U.S. Dollars (U.S.\$5,000,000) increments, unless Owner furnishes, to Contractor's reasonable satisfaction, documentation which demonstrates either that Owner has (i) sufficient funds to pay for such Change Order, or (ii) obtained financing from one or more Lenders in sufficient funds to pay for such Change Order.

6.7 Adjustment Only Through Change Order. Unless otherwise provided in this Agreement, no change in the requirements of this Agreement, whether an addition to, deletion from, suspension of or modification to this Agreement, including any Work, shall be the basis for an adjustment for any change in the Contract Price, the Project Schedule, Payment Schedule, any Work, any of the Minimum Acceptance Criteria or Performance Guarantee or any other obligations of Contractor or right of Owner under this Agreement unless and until such addition, deletion, suspension or modification has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of this Section 6.7. Contractor shall not perform any change in the Work unless and until such change is authorized pursuant to this Section 6.7, and should Contractor perform or claim to perform any changes in the Work prior to authorization by Change Order, all such costs and expenses incurred by Contractor shall be for Contractor's account. No course of conduct or dealings between the Parties, nor implied acceptance of additions, deletions, suspensions or modifications to this Agreement, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim for an adjustment in the Contract Price, the Project Schedule, the Payment Schedule, any Work, any of the Minimum Acceptance Criteria or Performance Guarantee or any other obligations of Contractor under this Agreement.

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6.8 **Force Majeure**.

A. **Contractor Relief.** If the commencement, prosecution or completion of the Work is prevented or delayed by Force Majeure (including the effects of such Force Majeure), then Contractor shall be entitled to an extension to the Target Substantial Completion Date and/or Guaranteed Substantial Completion Date to the extent, if any, permitted under Section 6.8A.1 and an adjustment to the Contract Price to the extent, if any, permitted under Section 6.8A.2, *provided that* Contractor has complied with the notice and Change Order requirements in Section 6.5 and the mitigation requirements in Section 6.11. In addition, if Force Majeure (including the effects of such Force Majeure) prevents Contractor's performance with respect to any portion of the Work, Contractor shall, subject to Section 6.11, be relieved from performance of such portion of the Work for the time period that such Force Majeure, or the effects of such effects of such Brore Majeure, are continuing. All time extensions to the Project Schedule and adjustments to the Contract Price for such delays or preventions shall be by Change Order implemented and documented as required under this Article 6.

1. *Time Extension*.

a. Force Majeure (other than Force Majeure caused by Adverse Weather Conditions). For Force Majeure (other than Force Majeure caused by Adverse Weather Conditions), Contractor shall be entitled to an extension to the Target Substantial Completion Date and/or Guaranteed Substantial Completion Date for delay or prevention that meets the requirements of this Section 6.8A, if and to the extent such delay or prevention causes a delay in the critical path of the Work. Contractor shall demonstrate to Owner its entitlement to relief under this Section by providing to Owner an updated CPM Schedule using Primavera Project Planner in its native electronic format with actual durations entered for all activities on the critical path and re-forecasted clearly to indicate Contractor's entitlement to a time extension under this Section 6.8A. Notwithstanding the foregoing, any adjustment to the Target Substantial Completion Date shall extend the Guaranteed Substantial Completion Date in the same amounts so that the Guaranteed Substantial Completion Date, regardless of whether the delay impacts only the critical path of the Work to achieve the Target Substantial Completion Date and not the Guaranteed Substantial Completion Date.

b. Force Majeure Caused By Adverse Weather Conditions. For Force Majeure caused by Adverse Weather Conditions, Contractor shall be entitled to extend the Target Substantial Completion Date and/or the Guaranteed Substantial Completion Date one (1) Day for each Day that such Force Majeure caused by Adverse Weather

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Conditions occurs on a Day that Contractor planned to utilize Contractor's direct craft workforce at the Site.

2. *Compensation.* Subject to Section 6.8A.2.c, Contractor shall be entitled to an adjustment to the Contract Price in accordance with Sections 6.8A.2.a or 6.8A.2.b, as applicable, for any delay or prevention that meets the requirements of this Section 6.8A, if such delay or prevention, alone or in conjunction with other Force Majeure events, continues for a period of at least thirty (30) Days, in the aggregate.

a. For Force Majeure (other than Force Majeure caused by Adverse Weather Conditions), any such Contract Price adjustment shall be for reasonable costs necessarily incurred by Contractor for delay or prevention occurring after the expiration of such thirty (30) Day period referenced in Section 6.8A.2.

b. For Force Majeure caused by Adverse Weather Conditions, any such Contract Price adjustment shall be Six Hundred Fifty Thousand U.S. Dollars (U.S.\$650,000) per Day for Force Majeure caused by Adverse Weather Conditions occurring after the expiration of such thirty Day (30) Day period referenced in Section 6.8A.2. It is expressly agreed that the amounts set forth in the preceding sentence do not constitute a penalty and that the Parties, having negotiated in good faith for such specific amounts and having agreed that the amount of such amounts is reasonable in light of the anticipated harm related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such amounts.

c. Notwithstanding anything to the contrary herein, Owner's total liability under this Agreement for any Contract Price adjustment(s) for all Force Majeure events occurring during the term of this Agreement shall not exceed Fifty Million U.S. Dollars (U.S.\$50,000,000) in the aggregate.

B. **Owner Relief.** Subject to Section 6.8C, Owner's obligations under this Agreement shall be suspended to the extent that performance of such obligations is delayed or prevented by Force Majeure, but without prejudice to Contractor's entitlement to a Change Order to the extent set forth in Section 6.2A.

C. *Payment Obligations*. No obligation of a Party to pay moneys under or pursuant to this Agreement shall be excused by reason of Force Majeure.

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6.9 **Extensions of Time and Adjustment of Compensation**. With respect to any of the circumstances set forth in Section 6.2A which cause delay of the commencement, prosecution or completion of the Work for which Contractor is entitled to a Change Order (with the exception of delay resulting from an event of Force Majeure, which shall be governed in accordance with Section 6.8), Contractor shall be entitled to an extension to the Target Substantial Completion Date and Guaranteed Substantial Completion Date if and to the extent: (i) such delay causes a delay in the critical path of the Work; (ii) Contractor has complied with the notice and Change Order requirements in Section 6.5 and the mitigation requirements of Section 6.11; and (iii) such delay is not attributable to Contractor or any of its Subcontractors or Sub-subcontractors. Contractor shall demonstrate to Owner its entitlement to relief under this Section by providing to Owner an updated CPM Schedule using Primavera Project Planner in its native electronic format with actual durations entered for all activities on the critical path and re-forecasted clearly to indicate Contractor's entitlement to a time extension under this Section 6.9. Notwithstanding the foregoing, any adjustment to the Target Substantial Completion Date is always twenty four (24) Days after the Target Substantial Completion Date, regardless of whether the delay impacts only the critical path of the Work to achieve the Target Substantial Completion Date and not the Guaranteed Substantial Completion Date. Contractor shall be entitled to an adjustment to the Contract Price for reasonable, additional costs incurred by Contractor for delay or in mitigation or avoidance of a delay which would otherwise meet such requirements of this Section 6.9. For the avoidance of doubt, this Section 6.9 shall govern the determination of any right of Contractor to an adjustment to the Target Substantial Completion Date for delay unless such delay is caused by Force Majeure.

6.10 **Delay**. For the purposes of this Agreement, the term "delay" shall include hindrances, disruptions or obstructions, or any other similar term in the industry and the resulting impact from such hindrances, disruptions or obstructions, including inefficiency, impact, ripple or lost production.

6.11 **Contractor Obligation to Mitigate Delay.** Contractor shall not be entitled to any adjustment to the Project Schedule or adjustment to the Contract Price for any portion of delay to the extent Contractor could have taken, but failed to take, reasonable actions to mitigate such delay.

6.12 **Separated Contract Price Adjustments in Change Orders.** Any adjustment by Change Order to the Contract Price shall be made on a fixed price separated basis as provided in 34 Tex. Admin. Code Section 3.291(a)(13) to specify the applicable adjustments to the Aggregate Equipment Price and Aggregate Labor and Skills Price in accordance with Article 7.

ARTICLE 7 CONTRACT PRICE AND PAYMENTS TO CONTRACTOR

7.1 **Contract Price**. As compensation in full to Contractor for the full and complete performance of the Work and all of Contractor's other obligations under this Agreement, Owner shall pay and Contractor shall accept Two Billion Three Hundred Sixty Million U.S. Dollars (U.S.\$2,360,000,000) (the "*Contract Price*"), which is separated in Section 7.1A and Section 7.1B below. The Contract Price is subject to adjustment only by Change Order as provided in Article 6, and includes all Taxes payable by Contractor and its Subcontractors and Sub-subcontractors in connection with

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the Work, the Insurance Provisional Sum, the 9% Nickel and Cryogenic Rebar Provisional Sum, the Currency Provisional Sum, and the Fuel Provisional Sum, and all costs, charges, and expenses of whatever nature necessary for performance of the Work. For the avoidance of doubt, the Contract Price does not include Texas Sales and Use Taxes on Equipment, but does include Texas Sales and Use Taxes on any purchase, lease, or rental of Construction Equipment or any purchase of consumable items (as defined in 34 Tex. Admin. Code Section 3.291(a)(2)). The Contract Price is separated, in accordance with the definition of separated contract as defined in 34 Tex. Admin. Code Rule §3.291(a)(13), as follows:

A. *Aggregate Equipment Price*. *** U.S. Dollars (U.S.\$***) for the Equipment for the Project ("*Aggregate Equipment Price*"). The Aggregate Equipment Price includes the cost of the Equipment, including markup, overhead, profit and freight, but excluding labor.

B. Aggregate Labor and Skills Price. *** U.S. Dollars (U.S.\$***) for the Work in this Agreement other than for Equipment (the "Aggregate Labor and Skills Price"), which such Work includes all labor, engineering, design, services, installation, consumables, Construction Equipment, freight, overhead, profit and all other items of whatever nature applicable to the Work.

C. Aggregate Provisional Sum. The Contract Price, which is separated in Section 7.1A and Section 7.1B above, includes an aggregate amount of Two Hundred Ninety Five Million, Five Hundred and Forty Nine Thousand, Nine Hundred Six U.S. Dollars (U.S.\$295,549,906) for the Provisional Sums (the "Aggregate Provisional Sum"). The Aggregate Provisional Sum is separated into (i) Aggregate Equipment Prices (the total amount of the Aggregate Equipment Price component of the Aggregate Provisional Sum equaling *** U.S. Dollars (U.S.\$***)) and (ii) all other Work (the total amount of such other Work component of the Aggregate Provisional Sum equaling *** U.S. Dollars (U.S.\$***)). The scope and values of each Provisional Sum comprising the Aggregate Provisional Sum amount are included in Attachment EE, together with the breakdown between the Aggregate Equipment Prices and all other Work.

7.2 Interim Payments.

A. *Mobilization Payment*. On or before and as a condition precedent to the issuance of the Notice to Proceed in accordance with Section 5.2 and upon Owner's receipt of an Invoice from Contractor, Owner shall pay Contractor a fixed amount equal to ten percent (10%) of the Contract Price (the "*Mobilization Payment*").

1. The Mobilization Payment is separated as follows:

a. *** U.S. Dollars (U.S.\$***) for those components of the Aggregate Equipment Price contained in the Mobilization Payment; and,

b. *** U.S. Dollars (U.S.\$***) for those components of the Aggregate Labor and Skills Price contained in the Mobilization Payment.

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B. **Payments.** Subject to Section 5.1B, with the exception of the Mobilization Payment, payments shall be made by Owner to Contractor in accordance with the Payment Schedule set forth in <u>Attachment C</u> (as may be amended by Change Order), which allocates (i) seventy percent (70%) of the Aggregate Labor and Skills Price to be paid based on completion of the Milestones set forth in <u>Attachment C</u>, <u>Schedule C-1</u>, (ii) thirty percent (30%) of the Aggregate Labor and Skills Price to be paid based on the Monthly payments set forth in <u>Attachment C</u>, <u>Schedule C-2</u> (the "*Monthly Payments*"), as adjusted pursuant to Section 7.2F; and (iii) one hundred percent (100%) of the Aggregate Equipment Price to be paid based on completion of the Milestones set forth in <u>Attachment C</u>, <u>Schedule C-2</u> (the "*Monthly Payments*"), as adjusted pursuant to Section 7.2F; and (iii) one hundred percent (100%) of the Aggregate Equipment Price to be paid based on completion of the Milestones set forth in <u>Attachment C</u>, <u>Schedule C-3</u>. Owner shall also make payments to Contractor for Work performed in accordance with Change Orders to be paid on a time and material basis and any unilateral Change Orders issued in accordance with Section 6.1C or 6.2D. Each payment shall be subject to Owner's right to withhold payments under this Agreement as set forth in Section 7.5 and Section 20.3. Payments shall be made in U.S. Dollars to an account designated by Contractor. The Payment Schedule, including Milestones and Monthly Payments, shall be amended only by Change Order pursuant to this Agreement.

C. *Invoices.* On the first (1st) Day of each Month (*"Month N"*), Contractor shall submit to Owner an Invoice, supported by information and documentation required under this Agreement, for the following:

1. amounts for Milestones Contractor plans to fully complete during the next Month ("*Month* N+1"), as supported by the sixty (60) Day look-ahead schedule submitted with such Invoice. Contractor shall not include any amounts for any Milestones that will only be partially completed at the end of Month N+1;

2. plus the Monthly Payment for Month N+1;

3. plus (i) allowable costs and expenses Contractor plans to incur during Month N+1 for Work performed in accordance with Change Orders to be paid on a time and material basis, and (ii) allowable costs and expenses Contractor plans to incur during Month N+1 for Work covered by a Provisional Sum, all as supported by the sixty (60) Day look-ahead schedule and other information required herein;

4. less amounts for any Milestones Invoiced in Month N-2 that Contractor did not complete during Month N-1; and

5. less amounts Invoiced in Month N-3 for (i) time and material Change Orders, and (ii) Provisional Sums that Contractor did not incur in Month N-2.

If Owner pays Contractor for the completion of a Milestone in Month N+1, but Contractor does not complete such Milestone during such Month N+1, and Owner exercises its right to withhold payment in accordance with Section 7.2 for such uncompleted Milestone, Contractor shall not be entitled to Invoice for the amount withheld by Owner for such Milestone until the Month after Contractor completes such Milestone.

Contractor shall include with such Invoice a sixty (60) Day look-ahead schedule, prepared by Contractor, for such Month N and Month N+1 that shows, among other requirements,

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Contractor's schedule for (i) completing such Milestones in Month N+1 and (ii) incurring such allowable costs and expenses for time and materials Change Orders and Provisional Sums during such Month N+1. All Invoices issued to Owner hereunder shall separately state charges for the Aggregate Equipment Price and the Aggregate Labor and Skills Price. All Invoices, other than the Invoice for final payment under this Agreement, shall be in the form of <u>Schedule I-1</u>.

Interim Lien Waivers. As a condition of payment, each Invoice received by Owner prior to Final Completion shall be D. accompanied by a fully executed (i) Interim Conditional Lien Waiver from Contractor in the form of Schedule K- $\hat{1}$ for all Work performed through the end of the Month preceding the Month of the date of the Invoice (i.e., Month N-1) and (ii) Interim Unconditional Lien Waiver from Contractor in the form of <u>Schedule K-2</u> for all Work performed through the end of the Month preceding the Month of the date of the last Invoice submitted by Contractor of the Invoice (i.e., Month N-2). In addition, as a condition of payment, Contractor shall also provide, subject to Section 7.2D.1, (i) fully executed Interim Conditional Lien Waivers in the form of <u>Schedule K-3</u> from each Lien Waiver Subcontractor whose invoice is received by Contractor in the Month covered by Contractor's Invoice (with each such Interim Conditional Lien Waiver covering all Work performed by each such Lien Waiver Subcontractor through the end of the Month preceding the Month of the date of such Lien Waiver Subcontractor's invoice (i.e., Month N-1)), together with fully executed Interim Unconditional Lien Waivers from each Lien Waiver Subcontractor for all Work performed by such Lien Waiver Subcontractor through the end of the Month preceding the Month of the date of each such Lien Waiver Subcontractor's preceding invoice (i.e., Month N-2); (ii) fully executed Interim Conditional Lien Waivers in substantially the form of Schedule K-3 from each Major Sub-subcontractor whose invoice is received by Contractor in the Month covered by Contractor's Invoice (with each such Interim Conditional Lien Waiver covering all Work performed by each such Major Sub-subcontractor through the end of the Month preceding the Month of the date of such Major Sub-subcontractor's invoice (i.e., Month N-1)), together with fully executed Interim Unconditional Lien Waivers from each Major Subsubcontractor in substantially the form set forth in <u>Schedule K-4</u> for all Work performed by such Major Sub-subcontractor through the end of the Month preceding the Month of the date of each such Major Sub-subcontractor's preceding invoice (i.e., Month N-2); provided that if Contractor fails to provide to Owner an Interim Conditional Lien Waiver or Interim Unconditional Lien Waiver from a Lien Waiver Subcontractor or Major Sub-subcontractor as required in this Section 7.2D, Owner's right to withhold payment for the failure to provide any such Interim Conditional Lien Waiver or Interim Unconditional Lien Waiver shall be limited to the amount that should have been reflected in such Interim Conditional Lien Waiver or Interim Unconditional Lien Waiver; provided further, if Contractor fails to provide an Interim Unconditional Lien Waiver from a Lien Waiver Subcontractor or Major Sub-subcontractor but Contractor provides evidence to Owner that such Subcontractor or Sub-subcontractor has been paid (as shown in a check that has been properly endorsed and has been paid by the bank on which it is drawn, or evidence the wire transfer payment is received by such Subcontractor or Sub-subcontractor), then Owner shall not withhold payment of such amount. In addition, if and to the extent that Contractor obtains any lien or claim waivers from any Subcontractors or Sub-subcontractors which are not a Lien Waiver Subcontractor or Major Sub-subcontractor, Contractor shall provide to Owner such lien or claim waivers with the next Invoice following Contractor's receipt of each such

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lien or claim waiver. Notwithstanding anything to the contrary in this Section 7.2D and Section 7.2D.1, Contractor shall not be required to deliver a Contractor's Interim Unconditional Lien Waiver until Owner has paid the amounts requested in the applicable Invoice for which such Contractor's Interim Unconditional Lien Waiver relates.

1. For Bulk Order Subcontractors only, as a condition of payment, every third (3rd) Invoice received by Owner prior to Final Completion shall be accompanied by fully executed Interim Unconditional Lien Waivers from each Bulk Order Subcontractor in substantially the form set forth in <u>Schedule K-4</u> for all Work performed by such Bulk Order Subcontractor through the end of the period ending three (3) Months prior to such Invoice (i.e. Month N-3); *provided that* if Contractor fails to provide to Owner an Interim Unconditional Lien Waiver from a Bulk Order Subcontractor as required in this Section 7.2D.1, Owner's right to withhold payment for the failure to provide such Interim Unconditional Lien Waiver shall be limited to the amount that should have been reflected in such Interim Unconditional Lien Waiver; *provided further*, if Contractor fails to provide an Interim Unconditional Lien Waiver from a Bulk Order Subcontractor but Contractor provides an Interim Conditional Lien Waiver from a Bulk Order Subcontractor but Contractor provides an Interim Conditional Lien Waiver from a Bulk Order Subcontractor by such Bulk Order Subcontractor) and evidence to Owner that such Subcontractor has been paid (as shown in a check that has been properly endorsed and has been paid by the bank on which it is drawn, or evidence the wire transfer payment is received by such Subcontractor), then Owner shall not withhold payment of such amount. Except as provided in the preceding sentence, Bulk Order Subcontractors are not required to provide Interim Conditional Lien Waivers and Interim Conditional Lien Waivers. Bulk Order Subcontractors shall not be considered a Lien Waiver Subcontractor.

E. **Review and Payment.** Each Invoice shall be reviewed by Owner and, upon Owner's reasonable request, Contractor shall furnish such supporting documentation and certificates and provide such further information as may be reasonably requested by Owner. Within thirty (30) Days after receipt of any Invoice, Owner shall provide notice to Contractor of any disputed amount set forth in such Invoice, including an explanation of why such amount is disputed. Unless so disputed by Owner, each Invoice (less any withholdings allowed under this Agreement) shall be due and paid no later than thirty (30) Days after it, and all applicable documentation required under this Agreement, including <u>Attachment I</u>, is received by Owner. If an Invoice is disputed by Owner, then payment shall be made amounts shall be made as soon as such dispute is resolved. Without limiting the foregoing, Owner shall not be required to pay, and shall be entitled to withhold payment from Contractor for any amounts otherwise due Contractor, for:

1. any amounts for (i) Milestones Invoiced in Month N-2 that Contractor did not complete during Month N-1, (ii) Milestones Invoiced in Month N-1 that Contractor did not complete in Month N, (iii) Milestones Invoiced in Month N that Contractor did not complete prior to payment by Owner or is not projected (in

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accordance with the current sixty (60) Day look-ahead schedule) to complete in Month N+1;

2. any amounts Invoiced in Month N-3 for (i) time and material Change Orders, and (ii) Provisional Sums that Contractor did not incur in Month N-2; and

3. any amounts Invoiced in Month N for (i) time and material Change Orders, and (ii) Provisional Sums that Contractor has not incurred prior to payment by Owner or is not projected to incur (in accordance with the current sixty (60) Day look-ahead schedule and other required documentation) in Month N+1.

F. **Reconciliation of Monthly Payments.** If at any time during the course of the Project: (i) the Monthly Progress Reports show that any activity on the critical path is ninety (90) Days or more behind schedule; and (ii) Contractor or any of its Subcontractors or Sub-subcontractors are not excused under the terms of this Agreement for such delay, then the date for payment of the last Monthly Payment as shown in the Payment Schedule shall be revised to a later date according to the number of Days that the activity is behind schedule and the remaining Monthly Payments not yet disbursed to Contractor under this Agreement of the last Monthly Payment; provided that, in the event that Contractor recovers the delay such that the activity in question ceases to be behind schedule, the Monthly Payments shall be recalculated so that such Monthly Payments shall be due in accordance with the original Payment Schedule as of the Contract Date.

7.3 **Final Completion and Final Payment**. Upon Final Completion, Contractor shall, in addition to any other requirements in this Agreement for achieving Final Completion, including those requirements set forth in Section 1.1 for the definition of Final Completion, submit a fully executed final Invoice in the form attached hereto as <u>Schedule I-2</u>, along with (i) a statement summarizing and reconciling all previous Invoices, payments and Change Orders; (ii) an affidavit that all payrolls, Taxes, bills for Equipment, and any other indebtedness connected with the Work for which Contractor and its Subcontractors and Sub-subcontractors are liable (excluding Corrective Work) have been paid; (iii) fully executed Final Conditional Lien and Claim Waivers from Contractor in the form of <u>Schedule K-5</u>, <u>Exhibits K-5-1</u> and <u>K-5-2</u>; (iv) fully executed Final Conditional Lien and Claim Waivers from each Lien Waivers from each Major Sub-subcontractor in substantially the form set forth in <u>Schedule K-7</u>, <u>Exhibits K-7-1</u> and <u>K-7-2</u>. No later than twenty-five (25) Days after receipt by Owner of such final Invoice and all reasonably requested documentation and achieving Final Completion, Owner shall, subject to its rights to withhold payment under this Agreement, pay Contractor the balance of the Contract Price, *provided that* Contractor in the form of <u>Schedule K-6</u>; and (y) as soon as reasonably possible after the time of such payment, fully executed Final Unconditional Lien and Claim Waivers from contractor in the form of <u>Schedule K-8</u>, <u>Exhibits K-8-1</u> and <u>K-8-2</u>; *provided that* the Parties agree that "substantially" means that the same protections shall be provided to Owner as set forth in <u>Schedule K-8</u>. In addition, if and to the extent that Contractor obtains any final lien

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or claim waivers from any Subcontractors or Sub-subcontractors which are not a Lien Waiver Subcontractor or Major Sub-subcontractor, Contractor shall provide to Owner such final lien or claim waivers following Contractor's receipt of each such lien or claim waiver.

7.4 **Payments Not Acceptance of Work**. No payment made hereunder by Owner shall be considered as approval or acceptance of any Work by Owner or a waiver of any claim or right Owner may have hereunder. All payments shall be subject to correction in subsequent payments.

7.5 **Payments Withheld**. In addition to disputed amounts set forth in an Invoice, Owner may, in addition to any other rights under this Agreement, and upon giving Contractor ten (10) Days' prior written notice referenced in Section 7.8, withhold payment on an Invoice or a portion thereof, or collect on the Letter of Credit, in an amount and to such extent as may be reasonably necessary to protect Owner from loss due to:

A. Defective Work that Contractor is required to correct under Section 12.2A or 12.3, unless Contractor has, within fourteen (14) Days of a separate written notice given prior to the ten (10) Day notice referenced in Section 7.8, either (i) remedied, or commenced to remedy, as applicable, such Defective Work in accordance with Section 12.2A or 12.3 or (ii) if such Defective Work cannot be remedied in accordance with Section 12.2A or 12.3 by the exercise of reasonable diligence within such fourteen (14) Day period, provide Owner with a written plan, reasonably acceptable to Owner, to remedy such Defective Work and commenced the remedy of such Defective Work;

B. liens or other encumbrances on all or a portion of the Site, the Work or the Project, which are filed by any Subcontractor, any Sub-subcontractor or any other Person acting through or under any of them unless Contractor has, within fourteen (14) Days of a separate written notice given prior to the ten (10) Day notice referenced in Section 7.8, taken any of the following actions: (i) paid, satisfied or discharged the applicable liability, (ii) removed the lien or other encumbrance, or (iii) provided Owner with a letter of credit (in addition to the Letter of Credit required under Section 9.2) or bond reasonably satisfactory to Owner and Lender in the applicable amount;

C. any material breach by Contractor of any term or provision of this Agreement; unless Contractor has, within fourteen (14) Days of a separate written notice given prior to the ten (10) Day notice referenced in Section 7.8, either (i) cured such breach or (ii) if such breach cannot be cured by the exercise of reasonable diligence within such fourteen (14) Day period, Contractor has commenced corrective action and is diligently exercising all commercially practicable efforts to cure such breach;

D. the assessment of any fines or penalties against Owner as a result of Contractor's failure to comply with Applicable Law or Applicable Codes and Standards;

E. amounts paid by Owner to Contractor in a preceding Month incorrectly (in which case, Section 7.9 shall apply);

F. Liquidated Damages which Contractor owes under the terms of this Agreement; or

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G. any other costs or liabilities which Owner has incurred for which Contractor is responsible under this Agreement.

Owner shall pay Contractor the amount withheld or collected on the Letter of Credit as soon as practicable, but in no event later than fifteen (15) Business Days after Owner's receipt of an Invoice from Contractor, if Contractor, as appropriate, (i) pays, satisfies or discharges the applicable liability and provides Owner with reasonable evidence of such payment, satisfaction or discharge, (ii) removes the lien or other encumbrance, (iii) cures the breach in question, (iv) remedies the Defective Work in question, or (v) provides Owner with a letter of credit reasonably satisfactory to Owner and Lender in the amount of the withheld payment.

7.6 **Interest on Late Payments and Improper Collection.** Any amounts due but not paid hereunder, any amounts withheld from Contractor but later finally determined in accordance with the dispute resolution procedure set forth in Article 18 to have been improperly withheld, or any amounts collected by Owner on the Letter of Credit but later finally determined in accordance with the dispute resolution procedure set forth in Article 18 to have been improperly collected, shall bear interest at the lesser of (i) an annual rate equal to the prime rate set from time to time by Citibank, N.A. plus three percent (3%), or (ii) the maximum rate permitted under Applicable Law.

7.7 **Offset.** Owner may, in accordance with Section 7.8B, offset any amount due and payable from Contractor to Owner under this Agreement against any amount due and payable to Contractor hereunder.

7.8 **Procedure for Withholding, Offset and Collection on the Letter of Credit.** Except as provided in Sections 16.1B and 20.3C (in which case, Owner shall follow the procedure set forth in Section 16.1B or Section 20.3C, as applicable), Owner shall:

A. prior to exercising its right to withhold payment in accordance with this Agreement, provide Contractor with ten (10) Days' written notice stating Owner's intent to withhold and the amount to be withheld;

B. prior to exercising its right to offset in accordance with this Agreement, provide Contractor with ten (10) Days' prior written notice stating Owner's intent to offset and the amount to be offset; and

C. prior to exercising its right to collect on the Letter of Credit in accordance with this Agreement, provide Contractor with ten (10) Days' written notice (i) specifying the nature of Contractor's breach and the liabilities, damages, losses, costs or expenses owed to Owner; (ii) stating Owner's intent to draw against the Letter of Credit; and (iii) specifying the amount to be drawn.

Notwithstanding the foregoing, should any payment under any Invoice become due before the expiration of any notice period specified in this Section 7.8, Owner shall nevertheless be entitled to withhold from such Invoice amounts equal to the amounts specified in Owner's notice, but Owner shall promptly pay such withheld amounts to Contractor if Contractor cures the cause for such withholding or offset.

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7.9 **Payment Error.** If an error is made in connection with a payment, and such payment is an overpayment, the Party receiving the payment in error shall immediately refund the mistaken amount to the paying Party. Without limiting the preceding sentence, and in addition to any other remedy available to Owner under this Agreement, if Owner discovers that any amount paid by it to Contractor in a preceding Month was incorrect, then Owner may, at its sole discretion, upon giving Contractor ten (10) Days' prior written notice in accordance with Section 7.8, either: (i) offset such amount against future payments, or (ii) in the event that (A) the amount in question exceeds Thirty Million U.S. Dollars (U.S.\$30,000,000) or (B) less than Thirty Million U.S. Dollars (U.S.\$30,000,000) remains payable to Contractor under this Agreement, or amounts are due to Owner in connection with the final Invoice issued in accordance with Section 7.3, collect on the Letter of Credit for such amounts until sufficient and accurate supporting information is provided pursuant to Section 7.2. The foregoing provision shall not apply during the Defect Correction Period.

ARTICLE 8 TITLE AND RISK OF LOSS

8.1 **Title.**

A. *Clear Title*.

1. Contractor warrants and guarantees that Owner shall have legal title to and ownership of all or any portion of the Work (other than Work Product) and the Project upon payment therefor.

2. Contractor warrants and guarantees that legal title to and ownership of the Work and the Project shall be free and clear of any and all liens, claims, security interests or other encumbrances arising out of the Work when title thereto passes to Owner, and if any such warranty or guarantee is breached, Contractor shall have the liability and obligations set forth in Section 17.5.

B. *Title to Work.* Title to all or any portion of the Work (other than Work Product) shall pass to Owner upon payment by Owner therefor. Transfer of title to Work shall be without prejudice to Owner's right to reject Defective Work, or any other right in this Agreement.

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8.2 Risk of Loss.

A. Notwithstanding passage of title as provided in Section 8.1 of this Agreement, Contractor shall bear the risk of physical loss and damage with respect to Subproject 3 until the earlier of (i) Substantial Completion and Owner taking care, custody, and control of Subproject 3 (which such transfer of care, custody and control of Subproject 3 shall occur no more than one (1) Day following Owner's execution of the Substantial Completion Certificate accepting Substantial Completion); or (ii) termination of this Agreement; *provided that* Owner shall at all times bear the risk of physical loss and damage if and to the extent arising from (i) war (whether declared or undeclared), civil war, act of terrorism, sabotage, blockade, insurrection; or (ii) ionizing radiation, or contamination by radioactivity from nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel properties of any explosive nuclear assembly or nuclear component thereof; or (iii) an atmospheric disturbance marked by high winds, with or without precipitation, including such events as hurricane, typhoon, monsoon, cyclone, rainstorm, tempest, hailstorm, tornado, or any combination of the foregoing events, including any resulting flood, tidal or wave action (such clause (iii) events collectively, *"Windstorms*") to the extent that Windstorms result in loss or damage in excess of Five Hundred Million U.S. Dollars (U.S.\$500,000,000) in the cumulative, aggregate with respect to the Work, the Project, the Subprojects and the Liquefaction Facility, collectively. The full amount of Five Hundred Million U.S. Dollars (U.S.\$500,000,000) may be satisfied under either the Stage 1 EPC Agreement or this Agreement. In the event that any physical loss or damage to the Stage 2 Liquefaction Facility or the Work arises from one or more of the events set forth in the first sentence of this Section 8.2A, and Owner elects to rebuild such physical loss or damage, Contractor's ability to perform the Work in accordance with the Project Schedule or (ii) Contra

B. Upon and from the earlier of (i) the occurrence of Substantial Completion and Owner taking care, custody, and control of Subproject 3 (which such transfer of care, custody and control of Subproject 3 shall occur no more than one (1) Day following Owner's execution of the Substantial Completion Certificate accepting Substantial Completion); or (ii) termination of this Agreement, Owner shall bear the full risk of physical loss and damage to Subproject 3; *provided, however*, notwithstanding the foregoing, Contractor shall remain fully responsible and liable to Owner for its Warranty and Corrective Work obligations under this Agreement.

C. With respect to any physical loss or physical damage to Subproject 3 caused by (i) Force Majeure, (ii) any member of Owner Group or any other Person for whom Owner is responsible, or (iii) any Third Party over whom neither Contractor nor Owner are responsible and such Third Party is beyond the reasonable control of Contractor and such loss or damage was not due to Contractor's fault or negligence and could not have been prevented or avoided by Contractor through the exercise of due diligence, Contractor shall be entitled to a Change Order adjusting the Guaranteed Substantial Completion Date if and to the extent permitted under (a) Section 6.8A.1 if caused by Force Majeure or such Third Party meeting the

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requirements set forth herein and (b) Section 6.9 if caused by any member of Owner Group or any other person for whom Owner is responsible.

D. For the avoidance of doubt, this Section 8.2 shall apply to any loss or damage to the Work caused by, arising out of or resulting from, any activities, events or omissions occurring in connection with this Agreement. Similarly for the avoidance of doubt, the risk of loss and damage to the Stage 1 Liquefaction Facility shall be determined in accordance with Section 8.2 of the Stage 1 EPC Agreement, notwithstanding that such loss or damage to the Stage 1 EPC Agreement was caused by, arose out of or resulted from activities or events occurring during the performance of this Agreement.

ARTICLE 9 INSURANCE AND LETTER OF CREDIT

9.1 Insurance.

A. *Provision of Insurance.* The Parties shall provide the insurance as specified in <u>Attachment O</u> on terms and conditions stated therein.

B. *No Cancellation.* All policies providing coverage hereunder shall contain a provision that at least thirty (30) Days' prior written notice shall be given to the non-procuring Parties and additional insureds prior to cancellation, non-renewal or material change in the coverage.

C. **Obligations Not Relieved.** Anything in this Agreement to the contrary notwithstanding, the occurrence of any of the following shall in no way relieve Contractor from any of its obligations under this Agreement: (i) failure by Contractor to secure or maintain the insurance coverage required hereunder; (ii) failure by Contractor to comply fully with any of the insurance provisions of this Agreement; (iii) failure by Contractor to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement; (iv) the insolvency, bankruptcy or failure of any insurance company providing insurance to Contractor; or (v) failure of any insurance company to pay any claim accruing under its policy.

D. *Failure to Provide Insurance.* If any Party fails to provide or maintain insurance as required herein, and fails to cure such failure within fourteen (14) Days of receiving notice of such failure (*provided that* such fourteen (14) Day cure period falls within the applicable sixty (60) Day notice period required under Section 2 of <u>Attachment O</u>), the other Party shall have the right but not the obligation to purchase such insurance and shall be entitled to recover the insurance premium reasonably paid in respect of such insurance from the other Party in accordance with this Agreement; *provided that*, prior to execution of a Change Order for the Interim Adjustment in accordance with <u>Attachment EE</u>, Owner shall not be entitled to recover from Contractor any insurance premiums paid by Owner with respect to any amounts in excess of the Insurance Provisional Sum for Project Insurances.

E. **Unavailable Insurance.** If any insurance (including the limits or deductibles thereof) hereby required to be maintained, other than insurance required by Applicable Law

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to be maintained, shall not be reasonably available in the commercial insurance market, Owner and Contractor shall not unreasonably withhold their agreement to waive such requirement to the extent that maintenance thereof is not so available; *provided, however*, that the Party shall first request any such waiver in writing from the other Party, which request shall be accompanied by written reports prepared by two (2) independent advisers, including insurance brokers, of recognized international standing certifying that such insurance is not reasonably available in the commercial insurance market (and, in any case where the required amount is not so available, explaining in detail the basis for such conclusions), such insurance advisers and the form and substance of such reports to be reasonably acceptable to the other Party. Any such waiver shall be effective only so long as such insurance shall not be available and commercially feasible in the commercial insurance market.

9.2 Irrevocable Standby Letter of Credit.

A. On or before the issuance of the Notice to Proceed in accordance with Section 5.2, Contractor shall deliver to Owner an irrevocable standby letter of credit in the amount of ten percent (10%) of the Contract Price (*'Letter of Credit'*). The Letter of Credit shall name Owner as beneficiary, shall be issued and confirmed by a commercial bank in the United States of America with a long-term rating of at least A- by Standard & Poor's and at least A3 by Moody's Investors Service, and shall be in the relevant form set forth in <u>Attachment R</u>; provided, however, if the issuing bank requires certain changes to the Letter of Credit form, such changes shall be subject to Owner's written approval (not to be unreasonably withheld). If at any time the rating of the commercial bank that issued the applicable Letter of Credit falls below either of such ratings, Contractor shall replace such Letter of Credit within ten (10) Days with an equivalent instrument issued by a commercial bank in the United States of America meeting such rating sc, costs or expenses for which Contractor to Owner where Contractor does not pay Liquidated Damages or any other liabilities, damages, losses, costs or expenses for which Contractor is liable under this Agreement; and (ii) Owner has provided notice to Contractor in accordance with Section 7.8C, except such notice is not required where Contractor does not pay Liquidated Damages as set forth in Section 20.3C. The amount drawn on the Letter of Credit shall observe, at the time of the drawing, reasonably estimates is owed it under this Agreement. In addition, should the issuing commercial bank notify Owner and Contractor pursuant to the terms of the Letter of Credit that it has decided not to extend the Letter of Credit beyond the then current expiration date, Owner shall also have the right to draw down on or collect against the Letter of Credit of the drawing. Tescerve, the addition, should the issuing commercial bank notify Owner and Contractor pursuant to the terms of the Letter of Credit

B. The amount of the Letter of Credit shall decrease to an aggregate amount of:

1. four percent (4.0%) of the Contract Price within thirty (30) Days after the issuing commercial bank's receipt from Owner of a written notice that (i) Substantial Completion has occurred, (ii) Contractor has paid all Delay Liquidated Damages due and owing under the Agreement, and (iii) Contractor has achieved the Performance Guarantee or paid all Performance Liquidated Damages due and owing under the Agreement; and

2. zero percent (0%) of the Contract Price within thirty (30) Days after the issuing commercial bank's receipt from Owner of a written notice of the expiration of the Defect Correction Period.

No later than thirty (30) Days after the latest of (i) Owner's acceptance of the Substantial Completion Certificate, (ii) Contractor has paid all Delay Liquidated Damages due and owing under the Agreement, and (iii) Contractor has achieved the Performance Guarantee or paid all Performance Liquidated Damages due and owing under the Agreement, Owner shall provide the commercial bank that issued the Letter of Credit with the written notice as specified in Section 9.2B.1. No later than thirty (30) Days after expiration of the Defect Correction Period, Owner shall provide the commercial bank that issued the Letter of Credit with written notice of the expiration of such period. The Letter of Credit shall remain in full force and effect from the issuance of such Letter of Credit through the expiration of the Defect Correction Period, at which time the Letter of Credit will be returned to Contractor. Partial drawings are permitted under the Letter of Credit.

C. In the event the Contract Price is increased by one or more Change Orders in accordance with the terms of this Agreement, by a cumulative amount of five percent (5%) of the Contract Price or more, Contractor shall, upon Owner's request, increase the amount of the Letter of Credit to reflect the corresponding increase in such Contract Price by ten percent (10%) of such increase. Such increase in the Letter of Credit shall be reflected in a Change Order mutually agreed upon by the Parties.

9.3 **DSU Insurance.**

A. If an event or events occur that may be covered by the Builder's Risk Delayed Startup Insurance or Marine Cargo Delayed Startup Insurance described in <u>Attachment O</u>, it shall be Owner's sole option to decide whether or not a claim under such Delayed Startup Insurance is filed. If Owner gives notice to Contractor to file a claim under such Delayed Startup Insurance, Contractor shall promptly file and diligently pursue the collection of such claim on behalf of Owner, and in such case Owner shall provide to Contractor such information and assistance reasonably required for Contractor to file and pursue such claim. Contractor shall not be relieved of any Delay Liquidated Damages owed by Contractor to Owner if Owner does not elect to file a claim on such Delayed Startup Insurance, if Owner does not provide the information or assistance referenced above, or the prosecution of such claim is unsuccessful.

B. Regardless whether an event or events occur that may be covered by such Delayed Startup Insurance, Contractor shall pay any Delay Liquidated Damages owed by

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Contractor to Owner within the time required in Section 20.3C, even if a claim has been asserted under such Delayed Startup Insurance.

C. If Owner or any Lender receive proceeds under such Delayed Startup Insurance in respect to any event or events which give rise to Contractor's delay in achieving Substantial Completion by the Guaranteed Substantial Completion Date, Owner shall pay back to Contractor Delay Liquidated Damages previously paid by Contractor to Owner for such event or events (or in the case that the Delay Liquidated Damages have not yet been paid at the time of receipt of such proceeds, Owner shall reduce Contractor's liability for Delay Liquidated Damages for such event or events), but only to the extent that such recovery of insurance proceeds and Delay Liquidated Damages are paid back to Contractor, the amount of such Delay Liquidated Damages paid back to Contractor shall not be counted against the cap on Delay Liquidated Damages in Section 20.2.

ARTICLE 10 OWNERSHIP OF DOCUMENTATION

10.1 Work Product.

A. **Ownership of Work Product.** Owner and Contractor acknowledge that during the course of, and as a result of, the performance of the Work, Contractor or its Subcontractors or Sub-subcontractors will create for this Project and will deliver to Owner, certain written materials, plans, Drawings (including P&IDs), Specifications, or other tangible results of performance of the Work under this Agreement or performance of work under the Technical Services Agreements (hereinafter individually or collectively referred to as "**Work Product**"). Subject to this Section 10.1, as between Contractor and Owner, Contractor shall own all rights, title and interest to the Work Product and any and all Intellectual Property embedded in the Work Product (including all patents and applications therefor, all inventions, trade secrets, know-how, technology, technical data, customer lists, copyrights and all registrations and applications therefor, and all industrial designs ("**Intellectual Property**")). Notwithstanding anything to the contractor. For the purposes of this Agreement, "**Contractor Existing Intellectual Assets**" means Intellectual Property and written materials, plans, drafts, specifications, or computer files or other documents, owned by Contractor or its Affiliates prior to the Contract Date or developed or acquired by Contractor Existing Intellectual Property embedded therein, to the extent the same is incorporated into the Work Product.

B. *License and Use of the Work Product.* Subject to Section 10.1D, Owner shall be entitled to use the Work Product and Contractor hereby grants Owner a fully-paid up, irrevocable (subject to Section 10.1E), non-exclusive and royalty-free license to use the Work Product and the Intellectual Property embedded in the Work Product and (subject to Section 10.1C) modify the Work Product, in each case solely for the purpose of: (i) operating and maintaining the Stage 2 Liquefaction Facility; (ii) training operators for the Stage 2 Liquefaction

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Facility; (iii) repairing, replacing, expanding, completing or modifying any part of the Stage 2 Liquefaction Facility (*provided that* such repair, replacement, expansion, completion or modification shall not include the addition of an additional liquefaction train (e.g., a train other than LNG Train 1, LNG Train 2 or LNG Train 3)); and (iv) connecting the Liquefaction Facility to any other facility or project. Owner shall be entitled to assign its rights in the Work Product and in such license; *provided that* such assignee shall only be entitled to use the Work Product and Intellectual Property which is embedded in the Work Product for the purposes specified in clauses (i) through (iii) above, which licenses shall in all respects remain limited by and subject to the terms of this Agreement and as agreed to in writing by Owner and any such assignees. Notwithstanding anything to the contrary in this Agreement, no license is granted to Owner with respect to the use of any of Contractor's proprietary software or systems.

C. *Modification of Work Product or Intellectual Property.* Subject to Sections 10.1D and 10.1E, after Substantial Completion or earlier termination of this Agreement, Owner or its contractors shall be entitled to modify the Work Product licensed to Owner in accordance with Section 10.1B for the purposes set forth in clauses (i) through (iii) in Section 10.1B; *provided that* Owner shall first remove, or cause to be removed, all references to Contractor from the Work Product. OWNER SHALL DEFEND, INDEMNIFY AND HOLD THE CONTRACTOR GROUP HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES) INCURRED BY ANY MEMBER OF THE CONTRACTOR GROUP OR A SUBCONTRACTOR OR SUB-SUBCONTRACTOR AND CAUSED BY (I) ANY MODIFICATIONS TO THE WORK PRODUCT OR INTELLECTUAL PROPERTY, OR (II) USE OF ANY WORK PRODUCT OR INTELLECTUAL PROPERTY EMBEDDED IN THE WORK PRODUCT, TO THE EXTENT SUCH GROUP OR SUBCONTRACTOR OR SUB-SUBCONTRACTOR, INCLUDING WRITTEN CONSENT OR INVOLVEMENT OF ANY MEMBER OF CONTRACTOR GROUP OR SUBCONTRACTOR OR SUB-SUBCONTRACTOR, INCLUDING USE OF THE WORK PRODUCT OR ANY INTELLECTUAL PROPERTY EMBEDDED IN THE WORK PRODUCT, TO ANY INTELLECTUAL PROPERTY EMBEDDED IN THE WORK PRODUCT, TO THE EXTENT SUCH GROUP OR SUBCONTRACTOR OR SUB-SUBCONTRACTOR, INCLUDING USE OF THE WORK PRODUCT OR ANY INTELLECTUAL PROPERTY EMBEDDED IN THE WORK PRODUCT ON ANY PROJECT OTHER THAN THEPROJECT.

D. **ConocoPhillips Work Product and ConocoPhillips Intellectual Property.** Notwithstanding anything to the contrary herein, the ConocoPhillips License Agreement is the exclusive document governing the licensing to Owner of Intellectual Property concerning the Optimized Cascade Process. All Work Product directly related to the liquefaction units employing Optimized Cascade Process and the Optimized Cascade Process that is generated by or for Contractor in the performance of the Work (the "ConocoPhillips Work Product") shall vest, as between ConocoPhillips and Owner, in accordance with and be exclusively governed by the ConocoPhillips Intellectual Property ") shall vest, as between ConocoPhillips and Owner, in accordance with and be exclusively governed by the ConocoPhillips Intellectual Property") shall vest, as between ConocoPhillips and Owner, in accordance with and be exclusively governed by the ConocoPhillips Intellectual Property" shall vest, as between ConocoPhillips and Owner, in accordance with and be exclusively governed by the ConocoPhillips Intellectual Property" shall vest, as between ConocoPhillips and Owner, in accordance with and be exclusively governed by the ConocoPhillips Intellectual Property is the ConocoPhillips License Agreement. Access to and any use of the ConocoPhillips Work Product and ConocoPhillips Intellectual Property shall be subject to the terms and conditions set forth in the ConocoPhillips License Agreement. Owner acknowledges that license and use of the Optimized Cascade Process is not authorized by this Agreement.

E. *Revocation of License to Use the Work Product.* If the Agreement is terminated by the Contractor under Section 16.5 (but only if the termination under Section 16.5

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is for the failure to pay undisputed amounts exceeding Fifty Million U.S. Dollars (U.S.\$50,000,000)) or Section 16.7 or by Owner under Section 16.2, 16.6 or 16.7, then the license granted under Section 10.1B to Owner to modify the Work Product and use the Work Product and Intellectual Property embedded in the Work Product shall be deemed revoked and Owner shall return the Work Product to Contractor, except that under no circumstances shall the license to the Work Product (and Intellectual Property embedded in such Work Product) be revoked or be required to be returned by Owner for the OSBL Facilities if Contractor terminates under Section 16.5. After such termination, if Owner requests, then Owner and Contractor will with respect to such Work Product revoked (and the Intellectual Property embedded in such Work that remains incomplete after termination.

10.2 **Owner Provided Documents.** Notwithstanding anything to the contrary in this Agreement, all written materials, plans, drafts, specifications, computer files or other documents (if any) furnished by Owner or any of Owner's other consultants or contractors to Contractor under this Agreement shall at all times remain the property of Owner, and Contractor shall not make use of any such documents or other media for any other project or for any other purpose than required to perform Contractor's obligations under this Agreement. All such documents and other media, including all copies thereof, shall be returned to Owner upon the earlier of expiration of the Defect Correction Period and termination of this Agreement, except that Contractor may, subject to its confidentiality obligations as set forth in Article 19, retain one record set of such documents or other media. Owner hereby grants to Contractor Group and Subcontractors and Sub-subcontractors' of any of the foregoing with respect to the Work a non-exclusive, royalty-free, revocable, non-transferable license to use and modify Owner Proprietary Work Product (and all Intellectual Property existing or referenced therein) to the extent required to perform Contractor's obligations under this Agreement. For the purposes of this Agreement, "*Owner Proprietary Work Product*" means Intellectual Property and written materials, plans, drafts, specifications, or computer files or other documents, owned by Owner or its Affiliates prior to the Contract Date or developed or acquired by Owner or its Affiliates independently of this Agreement.

10.3 License to Use Liquefaction Facility. Subject to Section 10.1D, and to the extent not covered by Section 10.1B or a separate sub-license between Owner and Contractor, Contractor shall obtain and provide to Owner a fully-paid up, irrevocable, non-exclusive and royalty-free license (including process licenses other than the Optimized Cascade Process license) from its Subcontractors and Sub-subcontractors to allow Owner to operate and maintain the Stage 2 Liquefaction Facility and the Stage 1 Liquefaction Facility (to the extent necessary to operate and maintain the Stage 2 Liquefaction Facility), for the purposes intended under this Agreement, including producing LNG. Upon Substantial Completion or earlier termination, Contractor shall, to the extent not covered by Section 10.1B or a separate sub-license between Owner and Contractor, assign to Owner all licenses provided by any Subcontractor or Sub-subcontractor to Contractor (other than any license provided by ConocoPhillips). Owner shall be entitled to assign its rights in the licenses; *provided that* such assignee shall only be entitled to use such licenses for the purposes specified herein, which licenses shall in all respects remain limited by and subject to the terms of this Agreement.

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ARTICLE 11 COMPLETION

11.1 Notice of RFSU, Delivery of Feed Gas for Commissioning, Start Up and Performance Testing, LNG Production and Ready for Ship Loading Time Test.

A. Notice of RFSU.

1. Without limitation of any scheduling requirements contained in this Agreement, Contractor shall give Owner one hundred twenty (120) Days' prior written notice of the thirty (30) Day period during which Contractor expects to achieve RFSU. Sixty (60) Days after such initial notice, Contractor shall give Owner a second written notice specifying the seven (7) Day period during which Contractor expects to achieve RFSU.

2. Owner shall notify FERC within three (3) Days of the second written notice issued in accordance with Section 11.1A.1 that RFSU is scheduled to occur during the period specified in the second written notice so that a letter authorizing Owner to introduce Natural Gas for commissioning of Subproject 3 (*"FERC Authorization for Commissioning"*) can be obtained from FERC.

3. At such time as RFSU has been achieved, Contractor shall notify Owner in writing that all requirements under this Agreement for RFSU have occurred.

4. If Contractor achieves RFSU during the period specified in the second notice issued in accordance with Section 11.1A.1, Owner shall provide the FERC Authorization for Commissioning within seven (7) Days after the date that RFSU is achieved. In the event Owner fails to provide the FERC Authorization for Commissioning within the period specified in the preceding sentence, Contractor shall be entitled to a Change Order to the extent allowed under Section 6.9 of the Agreement.

B. *Notice of Delivery of Feed Gas for Commissioning, Start Up and Performance Testing.* Contractor shall provide to Owner a schedule of the quantities of Commissioning Feed Gas, in MMBtu, that Contractor anticipates it will need for Subproject 3 in accordance with the following Commissioning Feed Gas forward plan:

1. No later than the twentieth (20th) Day of the Month occurring three (3) Months prior to the Month Contractor first needs Commissioning Feed Gas, Contractor shall give written notice to Owner of the total quantity of Commissioning Feed Gas required for the Month Commissioning Feed Gas is first needed and for each of the following two (2) Months (e.g., if the Contractor's first need of Commissioning Feed Gas is anticipated to be in June, Contractor shall give written notice to Owner by March 20th of the anticipated total quantity of Commissioning Feed Gas required in the Months of June, July and August).

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2. No later than the twentieth (20th) Day of the Month occurring two (2) Months prior to the Month Contractor first needs Commissioning Feed Gas, Contractor shall give written notice to Owner of (i) the quantities of Commissioning Feed Gas for each twenty-four (24) hour period between the hours of 9:00 AM of one Day to 9:00 AM the next Day, ("*Daily Quantities*") for the Month Commissioning Feed Gas is first needed and (ii) any revisions to the total Month's quantities required for each of the following two (2) Months (e.g., if the Contractor's first need of Commissioning Feed Gas is anticipated to be in June, Contractor shall give notice to Owner by April 20th of the Daily Quantities for June, and revisions, if any, to the total quantity of Commissioning Feed Gas required in the Months of July and August).

3. No later than the twentieth (20th) Day of the Month prior to the Month Contractor first needs Commissioning Feed Gas and no later than the twentieth (20th) Day of each following Month, Contractor shall give written notice to Owner of the Daily Quantities for the next three (3) Months.

4. During each Month that Contractor requires Commissioning Feed Gas, Contractor will give Owner written notice of Daily Quantities as follows: (i) every Thursday by 5:00 PM of the Daily Quantities Contractor anticipates requiring for each Day between and including the following Tuesday through Monday, and (ii) every Day by 3:00 PM of the Daily Quantity for the next two (2) Days.

5. In the event that Contractor at any time becomes aware or has reason to believe that Contractor will require materially less than the previously noticed Daily Quantity for that Day, Contractor shall immediately give Owner written notice of such fact and of the revised Daily Quantity.

6. If, following the twentieth (20th) day of each Month, Contractor's need for Daily Quantities changes materially from the previously noticed Daily Quantities, then Owner shall use commercially reasonable efforts to reschedule the delivery of the Commissioning Feed Gas so as to accommodate the revised Daily Quantities notified by Contractor in writing. Notwithstanding the foregoing, any failure by Owner to supply Commissioning Feed Gas at such time as such Feed Gas is needed in accordance with the periods set forth in the notices delivered during the Month prior to such need, shall entitle Contractor to a Change Order, *provided that* Contractor complies with the requirements set forth in Sections 6.2, 6.5 and 6.9.

C. Notice of Scheduling of LNG Production Requirement. Contractor shall provide to Owner a schedule of the quantities of LNG Contractor expects to produce from the Commissioning Feed Gas ("Commissioning LNG") in accordance with the following Commissioning LNG forward plan:

1. In coordination with the Commissioning Feed Gas forward plan in 11.1B, no later than the twentieth (20th) Day of the Month occurring three (3) Months prior to the Month Contractor first expects to produce Commissioning LNG, Contractor shall give written notice to Owner of the quantity, in MMBtu, of the

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Commissioning LNG expected to be produced in the Month Contractor first expects to produce Commissioning LNG and for each of the following two (2) Months.

2. No later than the twentieth (20th) Day of the Month occurring two (2) Months prior to the Month Contractor first expects to produce Commissioning LNG, Contractor shall give written notice to Owner of (i) Commissioning LNG expected to be produced for each Day for the Month Contractor first expects to produce Commissioning LNG and (ii) any revisions to the total Months quantities of Commissioning LNG expected in the following two (2) Months.

3. No later than the twentieth (20th) Day of the Month prior to the Month Contractor will first produce Commissioning LNG and no later than the twentieth 20th Day of each following Month, Contractor shall give written notice to Owner of the Commissioning LNG to be produced for each Day for the next three (3) Months.

4. If, following the twentieth (20th) Day of each Month, Contractor's daily plan for Commissioning LNG production changes materially from the previously noticed daily plan, then Owner shall use commercially reasonable efforts to provide storage for the Commissioning LNG to accommodate the revised plan for Commissioning LNG production as notified by Contractor in writing.

D. Notice of Ready for Ship Loading Time Test. Without limitation of the foregoing or any other scheduling requirements contained in this Agreement, Contractor shall give Owner one hundred twenty (120) Days' prior written notice of the date on which Contractor expects to be ready for the Ship Loading Time Test. Contractor shall give Owner a second written notice specifying the date on which Contractor expects to be ready for the Ship Loading Time Test, which such notices shall be given no later than sixty (60) Days prior to such date. Owner shall provide for an LNG Tanker after the date in such second written notice; provided that Owner is not required to schedule such LNG Tanker until (i) there is sufficient LNG in storage in the Tanks to perform the Ship Loading Time Test and (ii) Owner has an economic reason to export such LNG. Owner shall give Contractor fourteen (14) Days prior written notice of a five (5) Day period in which the LNG Tanker will be available for the Ship Loading Time Test. In the event that Contractor at any time becomes aware or has reason to believe that its ability to be ready for the Ship Loading Time Test will be delayed beyond the last date specified in the second written notice given pursuant to this Section 11.1D or the date(s) specified in Owner's notice of LNG Tanker availability, Contractor shall immediately give Owner written notice of such fact and of the revised date on which Contractor then expects that it will be ready for the Ship Loading Time Test. If the LNG Tanker is not provided within thirty (30) Days after the date requested in Contractor's second notice, Contractor shall be entitled to a Change Order to the extent permitted under Section 6.9.

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11.2 Notice and Requirements for Substantial Completion. Contractor shall give Owner not less than ninety (90) Days' prior written notice of its intention to commence the Performance Tests, and, on the sixtieth (60th) Day and thirtieth (30th) Day immediately prior to Contractor's intention to commence such testing activities, Contractor shall provide written notices to Owner. The Parties shall, no later than twenty-four (24) months after Owner's issuance of the Notice to Proceed, mutually agree upon final test procedures for the conduct of the Performance Tests as specified in and consistent with <u>Attachment S</u> (these test procedures and the test parameters specified in <u>Attachment S</u> hereinafter referred to as "*Performance Test Procedures*"). Contractor shall provide all labor, equipment, supplies, and all other items necessary for the conduct of the Performance Tests; *provided, however*, that Owner shall provide operating personnel for supervision by Contractor in accordance with Section 4.4 and the Commissioning Feed Gas in accordance with Section 11.1B. Contractor shall analyze the data obtained during all Performance Tests, and ensure that such data reflects the performance standards required hereunder. A complete copy of all raw performance data and a detailed listing of all testing instrumentation utilized shall be provided to Owner at the completion have occurred and shall provide with such Substantial Completion Certificate a Performance Test report and analysis to Owner. At a minimum, the Performance Tests, (iv) calculations and information, and a full explanation concerning same, for adjustments to the Guarantee Conditions, as and to the extent specified in the Performance Test Procedures, and (v) any other reasonable supporting information used to demonstrate that the Work has met the Minimum Acceptance Criteria or Performance Guarantee, as the case may be. The Substantial Completion Certificate shall be accompanied by all other supporting documentation as may be reasonably required to establish t

11.3 **Owner Acceptance of Substantial Completion.** Owner shall notify Contractor whether it accepts or rejects the Substantial Completion Certificate within ten (10) Days following Owner's receipt thereof. All Work shall continue during pendency of Owner's review. Acceptance of Substantial Completion (which such acceptance shall not be unreasonably withheld) shall be evidenced by Owner's signature on such Substantial Completion Certificate. The date of Substantial Completion shall be based upon, and the date of Owner's acceptance of Substantial Completion shall be deemed to have occurred on, the date listed on the Substantial Completion Certificate, *provided that* all requirements under this Agreement for Substantial Completion were achieved on such date listed on the Substantial Completion Certificate except for the payment of any and all Liquidated Damages due and owing to Owner and *provided further* that the payment to Owner of such Liquidated Damages shall have been made within the time and in accordance with Section 20.3C in order for Substantial Completion to have occurred on the date listed in the Substantial Completion Certificate. If Owner does not agree that Substantial Completion has occurred, then Substantial Completion promptly and in good faith confer and make all reasonable efforts to resolve such issue. In the event such issue is not resolved within ten (10) Days of the delivery by Owner of its notice to Contractor, the Parties shall resolve such dispute in accordance with Section 18.1A. Owner's acceptance of Substantial Completion shall not relieve Contractor of any of its obligations to perform the Work in accordance with the requirements

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of this Agreement. Notwithstanding anything to the contrary in this Section, Owner shall not be required to accept a Substantial Completion Certificate if the requirements under this Agreement for the achievement of Substantial Completion have not been achieved. As used in this Section 11.3, "unreasonably withheld" means that Owner fails to accept a Substantial Completion Certificate even if all of the requirements under this Agreement for the achievement of Substantial Completion have been achieved. For the avoidance of doubt, "unreasonably withheld," as used in this Section 11.3, means that Owner cannot fail to accept the Substantial Completion Certificate if all the requirements under this Agreement for the achievement of Substantial Completion have been achieved. For the avoidance of doubt, "unreasonably under this Agreement for the achievement of Substantial Completion have been achieved.

11.4 Minimum Acceptance Criteria and Performance Liquidated Damages.

A. *Minimum Acceptance Criteria Achieved.* In the event that Subproject 3 fails to achieve the Performance Guarantee by the Guaranteed Substantial Completion Date, as evidenced by the Performance Test results, but meets the Minimum Acceptance Criteria and all other requirements for Substantial Completion, then Contractor shall have the right, upon written notice to Owner, to elect one of the following options; *provided, however*, if the Performance Tests results evidence that the LNG Production Rate does not exceed ninety eight percent (98%) of the Performance Guarantee, then Owner shall have the right, upon written notice, to elect and direct Contractor, within thirty (30) Days after receipt of a notice from Contractor specifying the Performance Test results and requesting Owner's election to proceed with one of the following options:

(i) Contractor shall transfer care, custody and control of Subproject 3 to Owner. Upon such transfer and satisfaction of all other requirements of Substantial Completion, Substantial Completion shall be achieved, and Owner shall sign the Substantial Completion Certificate submitted by Contractor. Contractor shall only be responsible for the payment of Delay Liquidated Damages owing up to the date of Substantial Completion, which shall be paid in accordance with Section 20.3C. Contractor shall pay, as a condition of Substantial Completion, Performance Liquidated Damages to Owner in accordance with Section 20.3C based on the results of the last Performance Test conducted by Contractor prior to issuance of a notice of election by Owner or Contractor pursuant to this Section 11.4; or

(ii) Contractor shall transfer care, custody and control of Subproject 3 to Owner and take corrective actions to achieve such Performance Guarantee. Upon such transfer and satisfaction of all other requirements of Substantial Completion, Substantial Completion shall be achieved, and Owner shall sign the Substantial Completion Certificate submitted by Contractor. Contractor shall only be responsible for the payment of Delay Liquidated Damages owing up to the date of Substantial Completion, which shall be paid in accordance with Section 20.3C. The correction actions required to be performed by Contractor shall be performed in accordance with Owner's operation and maintenance schedule so as to not interfere with operation of Subproject 3 and subject to any security or safety requirements. For the period of time that Contractor is taking corrective action to achieve the Performance Guarantee(s) pursuant to this Section 11.4A(ii), Owner shall provide safe, reasonable access to Contractor for performance of such corrective actions, but at all times performing such

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Work so as not to interfere with the operation of Subproject 3. Prior to the election of the option under this Section 11.4A(ii), Contractor shall deliver to Owner a detailed corrective action plan and schedule to achieve the Performance Guarantee. If Subproject 3 has not achieved the Performance Guarantee within one hundred and eighty (180) Days after the Guaranteed Substantial Completion Date (or such later date as may be mutually agreed in writing), then Contractor shall cease taking corrective actions to achieve the Performance Guarantee, and in that event, Contractor shall pay to Owner the applicable Performance Test conducted by Contractor. On the other hand, if such Performance Guarantee is achieved within the prescribed period, Contractor shall owe no Performance Liquidated Damages for Subproject 3. Notwithstanding the foregoing, in the event that the Owner directed Contractor or Contractor elected to proceed with the option under this Section 11.4A(ii) and Contractor achieves an LNG Production Rate that exceeds ninety eight percent (98%) of the Performance Guarantee, Contractor shall have the right to cease taking corrective actions to achieve the Performance Guarantee in accordance with Section 20.3C based on the results of the applicable Performance Liquidated Damages for such Performance Guarantee, and Contractor shall pay to Owner the applicable Section 11.4A(ii) and Contractor achieves an LNG Production Rate that exceeds ninety eight percent (98%) of the Performance Guarantee, Contractor shall have the right to cease taking corrective actions to achieve the Performance Guarantee in accordance with Section 20.3C based on the results of the applicable Performance Liquidated Damages for such Performance Guarantee in accordance with Section 20.3C based on the results of the last Performance Liquidated Damages for such Performance Guarantee in accordance with Section 20.3C based on the results of the last Performance Liquidated Damages for such Performance Guarantee in accordance with Section 20.3C bas

B. *Minimum Acceptance Criteria Not Achieved.* In the event that Subproject 3 fails to achieve the Minimum Acceptance Criteria, as evidenced by the Performance Test results, by the Guaranteed Substantial Completion Date, as such date may be extended by Change Order as provided herein, then (i) Substantial Completion shall not occur and (ii) the provisions of Section 13.1 shall apply. In addition to the foregoing, Contractor shall attempt for a period of ten (10) months after the Guaranteed Substantial Completion Date (*"Minimum Acceptance Criteria Correction Period"*) to correct the Work to enable Subproject 3 to achieve the Minimum Acceptance Criteria and Substantial Completion. If Subproject 3 has not achieved the Minimum Acceptance Criteria and Substantial Completion upon the termination of the Minimum Acceptance Criteria Correction Period under the same terms and conditions as the first, including the application of Section 13.1 (subject to Section 20.2A); or (b) declaring Contractor Default pursuant to Article 16, in which case Owner shall be entitled to immediately (and without any cure period allowed) terminate Contractor's performance of the Work in accordance with Section 16.1A, and Owner shall nave all of the rights under Section 16.1, including all Delay Liquidated Damages owed but subject to Section 20.2A, *provided that* Owner shall not be entitled to any Performance Liquidated Damages for a termination under this Section 11.4B with respect to Subproject 3. If, on the other hand, Subproject 3 has achieved the Minimum Acceptance Criteria Correction Period (or during the second ten (10) month period, should Owner elect that option), then Contractor shall be liable to Owner for Period in the date of Substantial Completion of Subproject 3 (subject to Section 20.2A) and all Performance Liquidated Damages owed (subject to Section 20.2B).

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11.5 **Punchlist.** Upon completion of the Performance Tests and prior to Substantial Completion, Owner and Contractor shall inspect Subproject 3, and Contractor shall prepare a proposed Punchlist to Owner for its review, together with an estimate of the time and cost necessary to complete or correct each Punchlist item. Contractor shall add to the proposed Punchlist any Punchlist items that are identified by Owner within ten (10) Days after Owner's receipt of the proposed Punchlist from Contractor, and Contractor shall immediately initiate measures to complete or correct, as appropriate, any item on Contractor's proposed Punchlist (including those items identified by Owner are not required as a condition of Substantial Completion to agree upon and identify every Punchlist item and include it on the Punchlist, but Contractor is required to complete as a condition of Substantial Completion all Work that does not meet the definition of Punchlist as provided in Section 1.1. In the event of a dispute regarding whether a specific item of Work meets the definition of Punchlist apervided in Section 1.1. In the event of a dispute regarding whether a specific item, so long as such access does not unreasonably interfere with operation of Subproject 3 after Substantial Completion or Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement and subject to any reasonable security or safety requirements of Owner. Uson Such as precified in Section 5.3C, or Owner may, in addition to any other rights that it may have under this Agreement, complete such Punchlist Work at the expense of Contractor 's neglite owner within ten (10) Days after receipt of written notice from Owner, and access and expenses incurred by Owner are required for Final Completion, as specified in Section 5.3C, or Owner may, in addition to any other rights that it may have under this Agreement, complete such Punchlist Work, or, at Owner's sole discretion, Owner may, withhold or offset amounts owed to Contractor or collective Work identified

11.6 **Notice and Requirements for Final Completion.** Final Completion shall be achieved when all requirements for Final Completion set forth in the definition of Final Completion under Section 1.1 have been satisfied. Upon Final Completion, Contractor shall certify to Owner in the form of <u>Attachment N</u> (*"Final Completion Certificate"*) that all of such requirements have occurred. Owner shall notify Contractor whether it accepts or rejects the Final Completion Certificate within ten (10) Days following Owner's receipt thereof. Acceptance of Final Completion (which such acceptance shall not be unreasonably withheld) shall be evidenced by Owner's signature on such certificate, which shall be forwarded to Contractor with such notice. The date of Final Completion shall be based upon, and the date of Owner's acceptance of Final Completion shall be deemed to have occurred on, the date listed on the Final Completion Certificate. If Owner does not agree that Final Completion has occurred, then Owner shall state the basis for its rejection in such notice. If the Parties do not mutually agree on when and if Final Completion has occurred, the Parties shall thereupon promptly and in good faith confer and make all

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reasonable efforts to resolve such issue. In the event such issue is not resolved within ten (10) Days of the delivery by Owner of its notice, the Parties shall resolve such dispute in accordance with Section 18.1A. Owner's acceptance of Final Completion shall not relieve Contractor of any of its remaining obligations in accordance with the requirements of this Agreement. Notwithstanding anything to the contrary in this Section, Owner shall not be required to accept the Final Completion Certificate if the requirements under this Agreement for the achievement of Final Completion have not been achieved. As used in this Section 11.6, "unreasonably withheld" means that Owner fails to accept the Final Completion Certificate even if all of the requirements under this Agreement for the achievement of Final Completion have been achieved. For the avoidance of doubt, "unreasonably withheld," as used in this Section 11.6, means that Owner cannot fail to accept the Final Completion Certificate if all the requirements under this Agreement for the achievement of Final Completion have been achieved. For the avoidance of doubt, "unreasonably withheld," as used in this Section 11.6, means that Owner cannot fail to accept the Final Completion Certificate if all the requirements under this Agreement for the achievement of Final Completion have been achieved.

11.7 **Operations Activities.**

A. **Operation by Contractor.** Prior to Substantial Completion and after RFSU, to the extent Contractor has care, custody and control of the Stage 2 Liquefaction Facility, Contractor shall, to the extent reasonably possible, operate the Stage 2 Liquefaction Facility in accordance with Owner's reasonable instructions and all Permits ("**Operations Activity**" or collectively "**Operations Activity** in Contractor shall not have the obligation to follow Owner's instructions for any Operations Activity if such Operations Activity in Contractor's reasonable opinion has more than a minimal impact on Contractor's cost of performance of the Work or Contractor's ability to perform the Work in accordance with the Project Schedule or Contractor's ability to perform any other obligation under this Agreement, the intent of this Section 11.7A being that Contractor's performance of the Work shall have priority over the operation of the Stage 2 Liquefaction Facility; provided, however, notwithstanding the foregoing, Owner shall be entitled to direct Contractor to stop, or cause to be stopped, all or any portion of the Work if the continuance of such Work would, in Owner's reasonable opinion, be unsafe or cause damage to the Project or the Liquefaction Facility. Within twelve (12) hours of receipt of Owner's instructions regarding such Operations Activity, Contractor shall provide notice to Owner informing Owner whether it can comply with Owner's instructions and the reason if it cannot so comply. Contractor's performance of the Operations Activities shall not in any way release Contractor or any surety of Contractor from any obligations or liabilities pursuant to this Agreement.

B. *Operation by Owner*. Upon Owner's election to take care, custody and control of Subproject 3 in accordance with Section 11.4, Owner has the right to operate Subproject 3. Owner shall bear the risk of physical loss and damage to the Work and the Project as provided in Article 8.

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ARTICLE 12 WARRANTY AND CORRECTION OF WORK

12.1 Warranty.

A. *General.* The warranties set forth in this Article 12 (collectively, the "*Warranty*" or "*Warranties*") are in addition to any of the Minimum Acceptance Criteria or the Performance Guarantee set forth in this Agreement. Any Work, or component thereof, that is not in conformity with any Warranty is defective ("*Defective*") and contains a defect ("*Defect*").

B. *Warranty of Work*. Contractor hereby warrants that:

1. the Equipment, and each component thereof, shall be new (unless otherwise specified in this Agreement) and of good quality;

2. the Work (including the Equipment) shall be in accordance with all of the requirements of this Agreement, including in accordance with GECP, Applicable Law and Applicable Codes and Standards; and

3. the Work (including the Equipment) shall be free from encumbrances to title, as set forth in greater detail in Section 8.1.

C. **Documentation Warranty.** Contractor warrants that the written instructions regarding the use of Equipment, including those instructions in operation and maintenance manuals, shall conform to this Agreement and GECP as of the time such instructions are prepared. If any non-conformance with the Warranty specified in this Section 12.1C occurs or is discovered at any time prior to or during the Defect Correction Period, Contractor shall, at its sole expense, furnish Owner with corrected instructions.

D. Assignment and Enforcement of Subcontractor Warranties. Contractor shall be fully responsible and liable to Owner for its Warranty and Corrective Work obligations and liability under this Agreement for all Work, including Work performed by its Subcontractors and Sub-subcontractors. Without limiting the foregoing, all warranties obtained by Contractor from Subcontractors shall run to the benefit of Contractor but shall permit Contractor, prior to assignment to Owner, the right (upon mutual agreement of the Parties), to authorize Owner to deal with Subcontractor on Contractor's behalf. Such warranties, with duly executed instruments assigning the warranties shall be delivered to Owner concurrent with the end of the Defect Correction Period. This Section 12.1D shall not in any warranties.

E. *Exceptions to Warranty.* The Warranty excludes remedy, and Contractor shall have no liability to Owner, for any damage or defect to the extent caused by: (i) improper repairs or alterations, misuse, neglect or accident by Owner; (ii) operation, maintenance or use of the Project, Work or any component thereof in a manner not in compliance with a material requirement of operation and maintenance manuals delivered by Contractor to Owner; (iii)

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normal wear and tear; (iv) normal corrosion or (v) an event of Force Majeure (but only, with respect to obligations under this Article 12, to the extent such event of Force Majeure occurs after Substantial Completion).

12.2 Correction of Work Prior to Substantial Completion.

A. *General Rights.* All Work shall be subject to inspection by Owner at all reasonable times to determine whether the Work conforms to the requirements of this Agreement. Upon Owner giving reasonable prior notice, Contractor shall furnish Owner with access to all locations where Work is in progress on the Site and at the offices of Contractor and its Major Subcontractors. Owner shall be entitled to provide Contractor with written notice of any Work which Owner believes does not conform to the requirements of this Agreement. After Contractor becomes aware of a Defect in the Work prior to Substantial Completion, Contractor will provide Owner with a general plan that provides for Contractor to investigate and, if necessary, correct (whether by repair, replacement or otherwise) the Defect (having regard to the nature of the Defect, the Project Schedule, safety, insurance and any adverse impact on the operation of Subproject 1 or Subproject 2 after substantial completion of Subproject 1 or Subproject 2 after substantial completion of Subproject 1 or Subproject 1 or implementation of the plan. Contractor will carry out and complete the necessary work at its own cost and expense in order to remedy the Defect prior to Substantial Completion, unless: (i) otherwise provided in the plan for earlier correction; or (ii) such Defect materially impacts the operation of Subproject 1 or Subproject 2 after substantial completion of Subproject 1 or Subproject 2 (as applicable) under the Stage 1 EPC Agreement, in which case Contractor shall immediately commence to correct the Defect and complete the remedy as expeditiously as possible. The cost of disassembling, dismantling or making safe finished Work for the purpose of inspection, and ceassembling such portions (and any delay associated therewith) shall be borne by (i) Contractor, if such Work is found not to conform with the requirements of this Agreement, and (ii) by Owner, if such Work is found to conform with the requirements set forth in Sections 6.2 and 6.5.

B. *Witness Points.* Contractor shall provide Owner with a list of witness points for all Major Equipment no later than thirty (30) Days' after execution of the relevant Subcontract and Owner shall notify Contractor which of the witness points it wishes its personnel to witness. Contractor shall provide Owner with at least fifteen (15) Days prior written notice of the actual scheduled date of each of the tests Owner has indicated it wishes to witness. Contractor shall cooperate with Owner if Owner elects to witness any additional tests, and Contractor acknowledges that Owner shall have the right to witness all tests being performed in connection with the Work. Notwithstanding Owner's rights to witness tests, Owner shall not interrupt or interfere with any test or require changes while witnessing such tests; *provided however*, if Owner observes testing that, in Owner's reasonable opinion, raises a safety concern or could cause damage to Major Equipment, then Owner has the right (but not the obligation) to notify Contractor and Contractor shall promptly respond after such notification to rectify any issues.

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C. No Obligation to Inspect. Owner's right to conduct inspections under Sections 12.2A and 12.2B shall not obligate Owner to do so. Neither the exercise of Owner of any such right, nor any failure on the part of Owner to discover or reject Defective Work shall be construed to imply an acceptance of such Defective Work or a waiver of such Defect. In addition, Owner's acceptance of any Work which is later determined to be Defective shall not in any way relieve Contractor from its obligations under this Article 12.

12.3 **Correction of Work After Substantial Completion.** If, during the Defect Correction Period, any Work or component thereof is found to be Defective, and Owner provides written notice to Contractor within such Defect Correction Period regarding such Defect, Contractor shall, at its sole cost and expense, promptly correct (whether by repair, replacement or otherwise) such Defective Work, including all obligations in connection with such correction, such as in and out costs, storage, labor, Taxes, transportation and expediting costs and any other costs necessary to fully correct the Work (such correction of the Defective Work is hereby defined as the "*Corrective Work*"). Any such notice from Owner shall state with reasonable specificity the date of occurrence or observation of the alleged Defect and the reasons supporting Owner's belief that Contractor is responsible for performing Corrective Work. Owner shall provide Contractor with access does not unreasonably interfere with operation of the Stage 1 Liquefaction Facility sufficient to perform its Corrective Work, so long as such access does not unreasonably interfere with operation of the Stage 2 Liquefactor Facility or safety requirements of Owner. In the event Contractor utilizes spare parts owned by Owner in the course of performing the Corrective Work, Contractor shall supply Owner free of charge with new spare parts equivalent in quality and quantity to all such spare parts used by Contractor as soon as possible following the utilization of such spare parts.

A. **Owner Right to Perform Corrective Work.** If Contractor fails to commence the Corrective Work during the Defect Correction Period within a reasonable period of time not to exceed ten (10) Business Days, or does not complete such Corrective Work promptly (and provided that Owner provides Contractor access to the Stage 2 Liquefaction Facility and/or the Stage 1 Liquefaction Facility in accordance with this Section 12.3), then Owner, as its sole and exclusive remedy for the Defect (except for its right to enforce the indemnification, defense and hold harmless obligations of Contractor pursuant to Sections 17.1A, 17.1F, 17.1G and 17.2), upon providing prior written notice to Contractor, may perform such Corrective Work, and Contractor shall be liable to Owner for the reasonable costs incurred by Owner, an amount equal to such costs (or, at Owner's sole discretion, Owner may withhold or offset amounts owed to Contractor or collect on the Letter of Credit in accordance with Section 7.8 in the amount of such costs and expenses); provided, however, if Defective Work discovered during the Defect Correction Period presents an imminent threat to the safety or health of any Person and Owner knows of such Defective Work, Owner may perform such Corrective Work in order to correct such Defective Work without giving prior written notice to Contractor. In such event, Contractor shall be liable to Owner for the reasonable costs incurred by Owner in connection with performing the Defect Correction Period presents an imminent threat to the safety or health of any Person and Owner knows of such Defective Work, Owner may perform such Corrective Work in order to correct such Defective Work without giving prior written notice to Contractor. In such event, Contractor shall be liable to Owner for the reasonable costs incurred by Owner in connection with performing such Corrective Work, and shall pay Owner, after receipt of written notice from Owner, an amount equal to such costs (or, at Owner's sole discretion, Owner may withhold or

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such costs). To the extent any Corrective Work is performed by or on behalf of Owner, Contractor's obligations with respect to such Defective Work that is corrected by or on behalf of Owner shall be relieved, with the exception of Contractor's obligation to pay Owner the reasonable costs incurred by Owner in connection with performing such Corrective Work.

B. **Extended Defect Correction Period for Corrective Work.** With respect to any Corrective Work performed by Contractor, the Defect Correction Period for such Corrective Work shall be extended for an additional one (1) year from the date of the completion of such Corrective Work; *provided, however*, in no event shall the Defect Correction Period for any Work (including Corrective Work) be less than the original Defect Correction Period or extend beyond thirty-six (36) Months after Contractor's achievement of Substantial Completion.

C. **Standards for Corrective Work.** All Corrective Work shall be performed subject to the same terms and conditions under this Agreement as the original Work is required to be performed. In connection with the Corrective Work, any change to Equipment that would alter the requirements of this Agreement may be made only with prior written approval of Owner in accordance with Section 3.29.

D. *Expiration of Defect Correction Period.* Contractor shall not be liable to Owner for any Defective Work discovered after the expiration of the Defect Correction Period (as may be extended pursuant to Section 12.3B), except for any liability of Contractor pursuant to its indemnification, defense and hold harmless obligations under this Agreement.

12.4 **Assignability of Warranties.** The Warranties made in this Agreement shall be for the benefit of Owner and its successors and permitted assigns and the respective successors and permitted assigns of any of them, and are fully transferable and assignable.

12.5 **Waiver of Implied Warranties.** The express warranties set forth in this Agreement (including Warranties) are exclusive and the Parties hereby disclaim, and Owner hereby waives any and all warranties implied under Applicable Law (including the governing law specified in Section 21.9), including the implied warranty of merchantability and implied warranty of fitness for a particular purpose.

ARTICLE 13 DELAY LIQUIDATED DAMAGES AND BONUSES

13.1 **Delay Liquidated Damages.** If Substantial Completion occurs after the Guaranteed Substantial Completion Date, Contractor shall pay to Owner the amounts listed in <u>Attachment T</u> per Day for each Day, or portion thereof, of delay until Substantial Completion occurs (the "*Delay Liquidated Damages*").

13.2 LNG Production Bonus and First Cargo Bonus

A. LNG Production Bonus

1. If Substantial Completion occurs no later than *** (***) Days after the Guaranteed Substantial Completion Date, Owner shall pay Contractor a bonus in the

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amount of *** (U.S.\$***) per MMBtu of the LNG that is both (i) produced by Subproject 3 between the period of first production of LNG from Subproject 3 and the LNG Production Bonus Date and (ii) sold by Owner to one of its customers prior to the LNG Production Bonus Date. The maximum amount of the LNG Production Bonus payable to Contractor pursuant to this Section 13.2A shall be *** U.S. Dollars (U.S.\$***).

2. The "*LNG Production Bonus Date*" is *** (***) Days after issuance of NTP.

3. For avoidance of doubt, Contractor shall not be entitled to a LNG Production Bonus for any LNG that boils-off or is vaporized and sold into the U.S. market as Natural Gas. The LNG Production Bonus Date shall be subject to adjustment solely at the discretion of the Chief Executive Officer of Cheniere and any such adjustment shall be implemented by Change Order. Contractor acknowledges that this Section 13.2A does not impose any obligation whatsoever on Owner to sell any LNG to any customers.

B. First Cargo Bonus

1. If First Cargo occurs on or before the First Cargo Bonus Date, Owner shall pay Contractor a bonus in the amount of *** U.S. Dollars (U.S.\$***) ("*First Cargo Bonus*"). If First Cargo occurs after the First Cargo Bonus Date but on or before the Guaranteed Substantial Completion Date, Owner shall pay Contractor a First Cargo Bonus in the amount of *** U.S. Dollars (U.S.\$***) minus *** U.S. Dollars (U.S.\$***) per Day after the First Cargo Bonus Date that First Cargo occurs. Thus, for example, if First Cargo occurs two (2) Days after the First Cargo Bonus Date, the First Cargo Bonus shall be *** U.S. Dollars (U.S.\$***), or if First Cargo occurs *** (***) Days after the First Cargo Bonus Date, the First Cargo Bonus shall be *** U.S. Dollars (U.S.\$***). If First Cargo occurs after the Guaranteed Substantial Completion Date, Contractor shall not receive a First Cargo Bonus.

2. The "*First Cargo Bonus Date*" is *** Days prior to the Guaranteed Substantial Completion Date.

3. Subject to the terms of this Agreement (including Owner's right of withholding), any amount owed to Contractor under this Section 13.2B shall be paid by Owner within thirty (30) Days after Final Completion and Owner receiving an invoice for such First Cargo Bonus.

ARTICLE 14 CONTRACTOR'S REPRESENTATIONS

Contractor represents and warrants as of the Contract Date that:

14.1 **Corporate Standing.** It is a corporation duly organized, validly existing and in good standing under the laws of Delaware, is authorized and qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a material adverse effect on its financial condition, operations, prospects, taxes or business.

14.2 **No Violation of Law; Litigation.** It is not in violation of any Applicable Law or judgment entered by any Governmental Instrumentality, which violations, individually or in the aggregate, would affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Instrumentality, now pending or (to the best knowledge of Contractor) threatened against Contractor that, if adversely determined, could reasonably be expected to have a material adverse effect on the financial condition, operations, prospects or business, as a whole, of Contractor, or its ability to perform under this Agreement.

14.3 **Licenses.** It is the holder of all licenses required to permit it to operate or conduct its business in Texas now and as contemplated by this Agreement.

14.4 **No Breach.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the charter or by-laws of Contractor, or any Applicable Law or regulation, or any order, writ, injunction or decree of any court, or any agreement or instrument to which Contractor is a party or by which it is bound or to which it or any of its property or assets is subject, or constitute a default under any such agreement or instrument.

14.5 **Corporate Action.** It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by Contractor of this Agreement has been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by Contractor and constitutes a legal, valid and binding obligation of Contractor enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally.

14.6 **Financial Solvency.** It is financially solvent, able to pay all debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations hereunder.

ARTICLE 15 OWNER'S REPRESENTATIONS

Owner represents and warrants as of the Contract Date that:

15.1 **Standing.** It is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify would have a material adverse effect on its financial condition, operations, prospects or business.

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15.2 **No Violation of Law; Litigation.** It is not in violation of any Applicable Law, or judgment entered by any Governmental Instrumentality, which violations, individually or in the aggregate, would affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Instrumentality, now pending or (to the best knowledge of Owner) threatened against Owner that, if adversely determined, could reasonably be expected to have a material adverse effect on the financial condition, operations, prospects or business, as a whole, of Owner, or its ability to perform under this Agreement.

15.3 Licenses. It is the holder of or will take the necessary action to obtain all Owner Permits under <u>Attachment Q</u>.

15.4 **No Breach.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof and thereof will conflict with or result in a breach of, or require any consent under, the constituent documents of Owner, any Applicable Law, any order, writ, injunction or decree of any court, or any agreement or instrument to which Owner is a party or by which it is bound or to which it or any of its property or assets is subject, or constitute a default under any such agreement or instrument.

15.5 **Corporate Action.** It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by Owner of this Agreement has been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by Owner and constitutes a legal, valid and binding obligation of Owner enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally.

15.6 **Financial Solvency.** Owner will have sufficient funds (as "sufficient funds" is defined in Section 4.1B), from itself and/or from financing from one or more Lenders, to enable it to fulfill its payment obligations under this Agreement.

ARTICLE 16 DEFAULT, TERMINATION AND SUSPENSION

16.1 **Default by Contractor.**

A. **Owner Rights Upon Contractor Default.** If Contractor shall at any time: (i) fail to commence the Work in accordance with the provisions of this Agreement; (ii) abandon the Work; (iii) repudiate or fail to materially comply with any of its material obligations under this Agreement; (iv) be in Default pursuant to Section 21.7; (v) fail to maintain insurance required under this Agreement; (vi) materially disregard Applicable Law or Applicable Standards and Codes; or (vii) itself or the Guarantor experience an Insolvency Event (each of the foregoing being a "Default") then, Owner has the right (without prejudice to any other rights under the Agreement) to provide written notice to Contractor specifying the nature of the Default and demanding that such Default be cured. If: (a) with respect to any clause above (with the exception of clause (vii), which shall have no cure period in the event of a Contractor Insolvency Event, and with respect to an Insolvency Event for Guarantor, shall have the cure

period specified below) (1) Contractor fails to cure such Default within thirty (30) Days after receipt of such notice or, (2) if the Default cannot be cured within such thirty (30) Day period through the diligent exercise of all commercially practicable efforts, Contractor fails to diligently exercise all commercially practicable efforts to cure such condition or fails to cure such condition within ninety (90) Days after receipt of such notice to cure such Default; or (b) Contractor experiences an Insolvency Event, Owner, in the event of (a) or (b), at its sole option and, without prejudice to any other rights that it has under this Agreement and, upon notice to Contractor, may (y) take such steps as are reasonably necessary to overcome the Default condition, in which case Contractor shall be liable to Owner for any and all reasonable costs and expenses incurred by Owner in connection therewith, or (z) terminate for Default Contractor's performance of all of the Work. If Guarantor experiences an Insolvency Event, Contractor shall which in the same form as set forth in <u>Attachment FF</u> and the Affiliate of Contractor being subject to the approval of Owner and Owner's Lender(s), or (B) security in the form of a surety bond, letter of credit or bank guarantee in a form and amount reasonably required by Lender(s) and Owner, taking into consideration the status of the Project at the time of the Insolvency Event and providing sufficient protection to complete the Work and satisfy all liabilities and obligations of Contractor under this Agreement.

B. Additional Rights of Owner Upon Termination. In the event that Owner terminates this Agreement for Default in accordance with Section 16.1A, then Owner may, at its sole option, (i) enter onto the Site and, for the purpose of completing the Work, take possession of the Project, Equipment, Construction Equipment, Work Product (subject to Section 10.1D), Books and Records and other items thereon owned or rented by Contractor (subject to the relevant Construction Equipment lease or rental agreements), (ii) take assignment of any or all of the Subcontracts, and/or (iii) either itself or through others complete the Work. If the unpaid balance of the Contract Price shall exceed all actual costs and expenses incurred by Owner on account of the termination for Default (including all costs incurred to complete the Work in accordance with the Project Schedule), then such excess shall be paid by Owner to Contractor, but such amount shall not be paid until after Final Completion has been achieved. If such amount incurred by Owner shall exceed the unpaid balance of the Contract Price, then, at Owner's sole option, Contractor shall pay Owner the difference within ten (10) Days after receipt of written notice from Owner, or, after the expiration of such ten (10) Day period, Owner shall have the right and authority to offset or collect on the Letter of Credit in the amount of such difference. For the avoidance of doubt, prior to exercising such right to offset or collect off against and deduct from any such excess due Contractor by Owner any other liability of Contractor to Owner under this Agreement. Owner agrees to act reasonably to mitigate any costs it might incur in connection with any termination for Default. Subject to the limitation of liability set forth in Section 16.1B which, for this purpose, means (i) Delay Liquidated Damages owed by Contractor to Owner under this Agreement up to the date of termination, and (ii) during the period commencing after termination and ending on the date

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Substantial Completion is achieved by a substitute contractor, the costs incurred during this period by such substitute contractor to accelerate the work in order to achieve the Guaranteed Substantial Completion Date (as may have been adjusted by Change Order) contemplated by this Agreement.

C. **Obligations Upon Termination.** Upon termination for Default in accordance with Section 16.1A, Contractor shall (i) immediately discontinue Work on the date specified in the notice; (ii) place no further orders for Subcontracts, Equipment, or any other items or services; (iii) inventory, maintain and turn over to Owner all Construction Equipment owned by Contractor and (subject to the relevant Construction Equipment lease or rental agreements) all Construction Equipment rented by Contractor and, in each case, present on the Site prior to Contractor's receipt of the termination notice or provided by Owner for performance of the terminated Work; (iv) promptly make every reasonable effort to procure assignment or cancellation upon terms satisfactory to Owner of all Subcontracts, including rental agreements; (v) cooperate with Owner in the transfer of Work Product (subject to Section 10.1D), including Drawings and Specifications, Permits and any other items or information and disposition of Work in progress so as to mitigate damages; (vi) comply with other reasonable requests from Owner regarding the terminated Work; (vii) thereafter preserve and protect Work already in progress and to protect Equipment at the Site or in transit thereto, and to comply with any Applicable Law and any Applicable Codes and Standards; and (viii) perform all other obligations under Section 16.1B.

16.2 **Termination for Convenience by Owner.** Owner shall have the right to terminate this Agreement for its convenience by providing Contractor with a written notice of termination, to be effective upon receipt by Contractor. Upon termination for convenience, Contractor shall (i) immediately discontinue the Work on the date of the notice; (ii) place no further orders for Subcontracts, Equipment, or any other items or services; (iii) promptly make every reasonable effort to procure cancellation upon terms satisfactory to Owner and Contractor of all Subcontracts, including rental agreements, unless Owner elects to take assignment of any such Subcontracts; (iv) assist Owner in the maintenance, protection, and disposition of Work in progress, including Equipment at the Site or in transit to the Site; (v) cooperate with Owner for the efficient transition of the Work; and (vi) cooperate with Owner in the transfer of Work Product (subject to Section 10.1D), including Drawings and Specifications, Permits and any other items or information and disposition of Work in progress and Owner may, at its except for those amounts expressly set forth in a LNTP which was issued, if any, plus the applicable loss of profit amounts set forth in Section 16.2C.1, 16.2C.2 or 16.7. If NTP is issued, Contractor shall be paid the following amounts no later than twenty-five (25) Days after submission of Contractor's invoice(s) therefor:

A. the portion of the Contract Price for the Work performed prior to termination, less that portion of the Contract Price previously paid to Contractor;

B. actual costs reasonably incurred by Contractor on account of such termination (which costs shall be adequately documented and supported by Contractor), including cancellation charges owed by Contractor to Subcontractors (*provided that* Owner does not take

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assignment of such Subcontracts) and costs associated with demobilization of Contractor's and Subcontractors' personnel and Construction Equipment; and

C. in respect of loss of profit, Owner shall pay Contractor a fixed amount in accordance with the following:

1. If the Agreement is terminated (a) prior to issuance of NTP and (b) prior to August 1, 2018, One Million U.S. Dollars (U.S.\$1,000,000.00);

2. If the Agreement is terminated (a) prior to issuance of NTP and (b) after August 1, 2018 and on or before February 1, 2020, Two Million Five Hundred Thousand U.S. Dollars (U.S.\$2,500,000.00); and

3. If the Agreement is terminated after issuance of NTP, a percentage of the unpaid portion of the Contract Price in accordance with the following schedule; *provided that* such amount shall not exceed Thirty Million U.S. Dollars (U.S.\$30,000,000):

Date of Termination	Amount Based on Unpaid Portion of the Contract Price
1 to 365 Days after issuance of NTP	One percent (1%)
366 to 730 Days after issuance of NTP	Two percent (2%)
731 to 1095 Days after issuance of NTP	Three percent (3%)
1096 to 1460 Days after issuance of NTP	Four percent (4%)
1461 Days after issuance of NTP and thereafter	Five percent (5%)

16.3 **Suspension of Work.** Owner may, for any reason, at any time and from time to time, by giving thirty (30) Days' prior written notice to Contractor, suspend the carrying out of the Work or any part thereof, whereupon Contractor shall suspend the carrying out of such suspended Work for such time or times as Owner may require and shall take reasonable steps to minimize any costs associated with such suspension. During any such suspension, Contractor shall properly protect and secure such suspended Work in such manner as Owner may reasonably require. Unless otherwise instructed by Owner, Contractor shall during any such suspension maintain its staff and labor on or near the Site and otherwise be ready to proceed expeditiously with the Work as soon as reasonably practicable after receipt of Owner's further instructions. Except where such suspension ordered by Owner is the result of or due to the fault or negligence of Contractor or any Subcontractor, Contractor shall be entitled to a Change Order to recover the reasonable costs of such suspension, including demobilization and remobilization costs, if necessary, and a time extension to the Project Schedule if and to the extent permitted under Section 6.9. As soon as reasonably practicable after receipt of notice to resume suspended Work, Contractor shall promptly resume performance of the Work to the extent required in the notice. In no event shall Contractor be entitled to any additional

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profits or damages due to such suspension. After issuance of NTP, in the event that Owner suspends all of the Work and such suspension (i) continues for an individual period exceeding ninety (90) consecutive Days, or (ii) in the event that one or more suspension periods continue for more than one hundred and twenty (120) Days in the cumulative aggregate, and *provided that* such suspension is not due to the fault or negligence of Contractor or any Subcontractor or Sub-subcontractor or an event of Force Majeure, then Contractor shall have the right to terminate this Agreement by providing fourteen (14) Days' written notice to Owner. In the event of such termination, Contractor shall have the rights (and Owner shall make the payments) provided for in Section 16.2.

16.4 Suspension by Contractor.

A. **Suspension by Contractor for Owner's Failure to Pay Undisputed Amounts.** If Owner fails to pay any undisputed amount due and owing to Contractor and such failure continues for more than fifteen (15) Days after the due date for such payment, then Contractor may suspend performance of the Work until Contractor receives such undisputed amounts. Prior to any such suspension, Contractor shall provide Owner with at least fourteen (14) Days' prior written notice of its intent to suspend performance of the Work, which notice may be given before expiration of the above fifteen (15) Day window for non-payment. Contractor shall be entitled to a Change Order on account of any suspension in accordance with this Section 16.4A; provided that Contractor complies with the requirements in Sections 6.2, 6.5 and 6.9.

B. **Suspension by Contractor for Owner's Failure to Fund Escrow Account.** If Owner fails, in accordance with Section 18.4, to escrow disputed and unpaid amounts in excess of Ten Million U.S. Dollars (U.S.\$10,000,000) and such failure continues for more than fifteen (15) Days after the time by which Owner is required to escrow amounts in accordance with Section 18.4 for such disputed and unpaid amounts, then Contractor may suspend performance of the Work until Owner escrows any disputed and unpaid amounts exceeding Ten Million U.S. Dollars (U.S.\$10,000,000). Prior to any such suspension, Contractor shall provide Owner with at least ten (10) Days' prior written notice of its intent to suspend performance of the Work. Contractor shall be entitled to a Change Order on account of any suspension in accordance with this Section 16.4B; *provided that* Contractor complies with the requirements in Sections 6.2, 6.5 and 6.9.

C. **Undisputed Amounts.** An amount shall be considered "undisputed" under Sections 16.4A and 16.5 if the amount invoiced by Contractor is contested in bad faith by Owner or if Owner has failed to give notice of a disputed amount in accordance with Section 7.2E by the due date for payment of the applicable invoiced amount.

D. Suspension by Contractor for Owner's Failure to Deliver an Owner Quarterly Confirmation. If Owner fails to deliver the Owner Quarterly Confirmation in accordance with Section 4.1A or an Owner Quarterly Confirmation indicates that either (A) Owner does not have sufficient funds (as "sufficient funds" is defined in Section 4.1B) to continue to fulfill its payment obligations or (B) an event has come to the attention of Owner which would materially and adversely affect the continued availability of such funding then, Contractor may, upon providing thirty (30) Days' written notice to Owner (and provided that Owner does not cure such circumstance within such thirty (30) Day period), suspend

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performance of the Work until Owner delivers to Contactor an Owner Quarterly Confirmation meeting the criteria set forth in Section 4.1. Contractor shall be entitled to a Change Order on account of any suspension in accordance with this Section 16.4D, *provided that* Contractor complies with the requirements in Sections 6.2, 6.5 and 6.9.

16.5 **Termination by Contractor.** If Owner shall at any time: (i) fail to pay any undisputed amount; (ii) fail to materially comply with any of its material obligations under this Agreement (but only to the extent such material failure and the impact thereof is not subject to adjustment by Change Order as set forth in Section 6.2); or (iii) experience an Insolvency Event (each of the foregoing being an "*Owner Default*") then, Contractor has the right (without prejudice to any other rights under the Agreement) to provide written notice to Owner specifying the nature of the Owner Default and demanding that such Owner Default be cured. If (a) with respect to clause (i) Owner fails to cure such Owner Default within thirty (30) Days after receipt of such notice; (b) with respect to clause (ii), (1) Owner fails to cure such Owner Default within forty-five (45) Days after receipt of such notice or, (2) if the Owner Default cannot be cured within such forty five (45) Day period through the diligent exercise of all commercially practicable efforts, Owner fails to diligently exercise all commercially practicable efforts to cure such Contract to cure such Owner Default; or (c) Owner experiences an Insolvency Event, Contractor may, in the event of (a), (b) or (c), at its sole option and without prejudice to any other rights that it has under this Agreement, and upon notice to Owner, terminate this Agreement. In the event of such termination under this Section 16.5, Contractor shall have the rights (and Owner shall make the payments) provided for in Section 16.2 in the event of an Owner termination for convenience.

16.6 **Termination in the Event of an Extended Force Majeure.** After issuance of NTP, in the event (i) any one Force Majeure event or the effects thereof causes suspension of a substantial portion of the Work for a period exceeding one hundred (100) consecutive Days or (ii) any one or more Force Majeure events or the effects thereof causes suspension of a substantial portion of the Work for a period exceeding one hundred and eighty (180) Days in the aggregate during any continuous twenty-four (24) month period, then either Party shall have the right to terminate this Agreement by providing fourteen (14) Days' written notice of termination to the other Party, to be effective upon receipt by such other Party. In the event of such termination, Contractor shall have the rights (and Owner shall make the payments) provided for in Section 16.2.

16.7 **Termination in the Event of Delayed Notice to Proceed.** In the event Owner fails to issue the NTP in accordance with Section 5.2 by February 1, 2020 (as may be extended by mutual agreement by the Parties), then either Party shall have the right to terminate this Agreement by providing written notice of termination to the other Party, to be effective upon receipt by the other Party. In the event of such termination, Contractor shall have the rights (and Owner shall make the payments) provided for in Section 16.2, except that, in respect of loss of profit, Contractor shall only be entitled to a fixed amount equal to Five Million U.S. Dollars (U.S.\$5,000,000.00).

16.8 **Contractor's Right to Terminate.** Contractor's sole right to terminate this Agreement is specified in Sections 16.3, 16.5, 16.6 and 16.7.

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ARTICLE 17 RELEASES AND INDEMNITIES

17.1 **General Indemnification.** IN ADDITION TO ITS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS OBLIGATIONS CONTAINED ELSEWHERE IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER GROUP FROM ANY AND ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES AND LITIGATION OR ARBITRATION EXPENSES) TO THE EXTENT THAT SUCH DAMAGES, LOSSES, COSTS AND EXPENSES RESULT FROM ANY OF THE FOLLOWING:

A. FAILURE OF CONTRACTOR OR ITS SUBCONTRACTORS OR SUB-SUBCONTRACTORS TO COMPLY WITH APPLICABLE LAW; *PROVIDED THAT* THIS INDEMNITY SHALL BE LIMITED TO FINES AND PENALTIES IMPOSED ON OWNER GROUP AND RESULTING FROM THE FAILURE OF CONTRACTOR OR ITS SUBCONTRACTORS OR SUB-SUBCONTRACTORS TO COMPLY WITH APPLICABLE LAW EXCEPT ANY PORTION OF THE AMOUNT OF SUCH FINES AND PENALTIES ATTRIBUTABLE TO PRIOR VIOLATIONS BY OWNER OF APPLICABLE LAWS RELATING TO HAZARDOUS MATERIALS FOR WHICH OWNER IS RESPONSIBLE UNDER SECTION 4.7;

B. ANY AND ALL DAMAGES, LOSSES, COSTS AND EXPENSES SUFFERED BY A THIRD PARTY AND RESULTING FROM ACTUAL OR ASSERTED VIOLATION OR INFRINGEMENT OF ANY DOMESTIC OR FOREIGN PATENTS, COPYRIGHTS OR TRADEMARKS OR OTHER INTELLECTUAL PROPERTY OWNED BY A THIRD PARTY TO THE EXTENT THAT SUCH VIOLATION OR INFRINGEMENT RESULTS FROM PERFORMANCE OF THE WORK BY CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR SUB-SUBCONTRACTORS, OR ANY IMPROPER USE OF THIRD PARTY CONFIDENTIAL INFORMATION OR OTHER THIRD PARTY PROPRIETARY RIGHTS THAT MAY BE ATTRIBUTABLE TO CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR IN CONNECTION WITH THE WORK (BUT EXCLUDING INFRINGEMENT BASED UPON ANY WORK OR DESIGNS RELATING TO THE OPERATION OF THEOPTIMIZED CASCADE PROCESS);

C. CONTAMINATION OR POLLUTION SUFFERED BY A THIRD PARTY TO THE EXTENT RESULTING FROM CONTRACTOR'S OR ANY SUBCONTRACTOR'S OR SUB-SUBCONTRACTOR'S USE, HANDLING OR DISPOSAL OF HAZARDOUS MATERIALS BROUGHT ON THE SITE OR ON THE OFF-SITE RIGHTS OF WAYS AND EASEMENTS BY CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR; *PROVIDED THAT* CONTRACTOR SHALL NOT HAVE RESPONSIBILITY FOR ANY SUCH HAZARDOUS MATERIALS THAT OWNER EXPRESSLY PERMITS IN WRITING TO REMAIN ON SITE AFTER SUBSTANTIAL COMPLETION;

D. FAILURE BY CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR TO PAY TAXES FOR WHICH SUCH PERSON IS LIABLE;

E. FAILURE OF CONTRACTOR TO MAKE PAYMENTS TO ANY SUBCONTRACTOR IN ACCORDANCE WITH THE RESPECTIVE SUBCONTRACT, BUT NOT EXTENDING TO ANY SETTLEMENT PAYMENT MADE BY OWNER TO ANY SUBCONTRACTOR AGAINST WHICH CONTRACTOR HAS PENDING OR PROSPECTIVE CLAIMS, UNLESS SUCH SETTLEMENT IS MADE

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WITH CONTRACTOR'S CONSENT, EXCEPT AFTER ASSUMPTION OF SUCH SUBCONTRACT BY OWNER IN ACCORDANCE WITH SECTION 16.1B;

F. PERSONAL INJURY TO OR DEATH OF ANY PERSON (OTHER THAN EMPLOYEES OF ANY MEMBER OF THE CONTRACTOR GROUP, THE OWNER GROUP OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR), AND DAMAGE TO OR DESTRUCTION OF PROPERTY OF THIRD PARTIES TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE, IN CONNECTION WITH THE WORK, OF ANY MEMBER OF THE CONTRACTOR GROUP OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM; OR

G. DAMAGE TO OR DESTRUCTION OF SUBPROJECT 1 OR SUBPROJECT 2 (AFTER THE EARLIER OF SUBSTANTIAL COMPLETION OF EACH SUCH SUBPROJECT OR TERMINATION OF THE STAGE 1 EPC AGREEMENT) OR SUBPROJECT 3 (AFTER THE EARLIER OF SUBSTANTIAL COMPLETION OR TERMINATION OF THIS AGREEMENT) TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE, IN CONNECTION WITH THE WORK, OF ANY MEMBER OF THE CONTRACTOR GROUP OR ANY SUBCONTRACTOR OR SUBSUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, *PROVIDED THAT* CONTRACTOR'S LIABILITY HEREUNDER FOR DAMAGE TO OR DESTRUCTION OF (I) SUBPROJECT 1 OR SUBPROJECT 2 (AFTER THE EARLIER OF SUBSTANTIAL COMPLETION OF EACH SUCH SUBPROJECT OR TERMINATION OF THE STAGE 1 EPC AGREEMENT) SHALL NOT EXCEED ONE MILLION U.S. DOLLARS (U.S.\$1,000,000) PER OCCURRENCE OR (II) SUBPROJECT 3 (AFTER THE EARLIER OF SUBSTANTIAL COMPLETION OF THIS AGREEMENT) SHALL NOT EXCEED ONE MILLION U.S. DOLLARS (U.S.\$1,000,000) PER OCCURRENCE. FOR THE AVOIDANCE OF DOUBT, ANY SUCH LIABILITY OF CONTRACTOR SHALL NOT EXCEED ON E MILLION U.S. DOLLARS (U.S.\$1,000,000) PER OCCURRENCE. IN THE TOTAL CUMULATIVE AGGREGATE UNDER THE STAGE 1 EPC AGREEMENT AND THIS AGREEMENT.

17.2 Injuries to Contractor's Employees and Damage to Contractor's Property.

A. NOTWITHSTANDING THE PROVISIONS OF SECTION 17.1F, AND EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.7, CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THEOWNER GROUP FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) ARISING OUT OF OR RESULTING FROM OR RELATED TO INJURY TO OR DEATH OF EMPLOYEES, OFFICERS OR DIRECTORS OF ANY MEMBER OF THE CONTRACTOR GROUP OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OCCURRING IN CONNECTION WITH THEWORK OR THE PROJECT, REGARDLESS OF THE CAUSE OF SUCH INJURY, DEATH, DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE OWNER GROUP.

B. NOTWITHSTANDING THE PROVISIONS OF SECTION 17.1F, AND EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.7, CONTRACTOR SHALL WAIVE AND RELEASE (AND SHALL CAUSE THE CONTRACTOR GROUP AND SUBCONTRACTORS AND SUBCONTRACTORS TO WAIVE AND RELEASE) THE OWNER GROUP FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) ARISING OUT OF OR RESULTING FROM DAMAGE

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TO OR DESTRUCTION OF PROPERTY OF ANY MEMBER OF THE CONTRACTOR GROUP OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OCCURRING IN CONNECTION WITH THE WORK OR THE PROJECT, REGARDLESS OF THE CAUSE OF SUCH DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE OWNER GROUP.

C. NOTWITHSTANDING THE PROVISIONS OF SECTION 17.1F, AND EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.7, CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THEOWNER GROUP FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) ARISING OUT OF OR RESULTING FROM DAMAGE TO OR DESTRUCTION OF PROPERTY OF ANY MEMBER OF THE CONTRACTOR GROUP OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OCCURRING IN CONNECTION WITH THEWORK OR THE PROJECT, REGARDLESS OF THE CAUSE OF SUCH DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE OWNER GROUP.

17.3 Injuries to Owner's Employees and Damage to Owner's Property.

A. EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 3.17 AND 17.1C, OWNER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR GROUP AND SUBCONTRACTORS AND SUB-SUBCONTRACTORS FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) RESULTING FROM OR RELATED TO INJURY TO OR DEATH OF ANY MEMBER OF THE OWNER GROUP OR EMPLOYEES OF OWNER'S OTHER CONTRACTORS OCCURRING IN CONNECTION WITH THE PROJECT, REGARDLESS OF THE CAUSE OF SUCH INJURY, DEATH, DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE CONTRACTOR GROUP.

B. EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 3.17 AND 17.1C, OWNER SHALL WAIVE AND RELEASE (AND SHALL CAUSE THE OWNER GROUP TO WAIVE AND RELEASE) THE CONTRACTOR GROUP AND SUBCONTRACTORS AND SUB-SUBCONTRACTORS FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) RESULTING FROM OR RELATED TO DAMAGE TO OR DESTRUCTION OF PROPERTY OF OWNER GROUP (EXCLUDING THE WORK, THE STAGE 1 LIQUEFACTION FACILITY, THE STAGE 2 LIQUEFACTION FACILITY AND THE PROJECT) OR OF OWNER'S OTHER CONTRACTORS OCCURRING IN CONNECTION WITH THE PROJECT, REGARDLESS OF THE CAUSE OF SUCH DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE CONTRACTOR GROUP.

C. EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 3.17 AND 17.1C, OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR GROUP AND SUBCONTRACTORS AND SUB-SUBCONTRACTORS FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) RESULTING FROM OR RELATED TO DAMAGE TO OR DESTRUCTION OF PROPERTY OF OWNER GROUP (EXCLUDING THE WORK, THE STAGE 1 LIQUEFACTION FACILITY, THE STAGE 2 LIQUEFACTION FACILITY AND THE PROJECT.) OR OF OWNER'S OTHER

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CONTRACTORS OCCURRING IN CONNECTION WITH THEPROJECT, REGARDLESS OF THE CAUSE OF SUCH DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE CONTRACTOR GROUP.

IN ADDITION TO, AND NOT IN LIEU OF THE FOREGOING, AND REGARDLESS OF THE CAUSE OF ANY SUCH DAMAGE OR D. DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE CONTRACTOR GROUP, SUBCONTRACTOR OR SUB-SUBCONTRACTOR, OWNER SHALL WAIVE AND RELEASE THE CONTRACTOR GROUP AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) RESULTING FROM OR RELATED TO: (A) DAMAGE TO OR DESTRUCTION OF SUBPROJECT 3 (AFTER THE EARLIER OF SUBSTANTIAL COMPLETION OR TERMINATION OF THIS AGREEMENT) TO THE EXTENT THAT SUCH DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) EXCEED ONE MILLION U.S. DOLLARS (U.S.\$1,000,000) PER OCCURRENCE; (B) DAMAGE TO OR DESTRUCTION OF SUBPROJECT 1 OR SUBPROJECT 2 (AFTER THE EARLIER OF SUBSTANTIAL COMPLETION OF SUCH SUBPROJECT OR TERMINATION OF THE STAGE 1 EPC AGREEMENT) TO THE EXTENT THAT SUCH DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) EXCEED ON EMILLION U.S. DOLLARS (U.S.\$1,000,000) PER OCCURRENCE; OR (C) DAMAGE TO OR DESTRUCTION OF PROPERTY CONSTITUTING, OR TO BE INCORPORATED INTO OR BECOME A PART OF, THE STAGE 2 LIQUEFACTION FACILITY FOR WHICH THE OWNER BEARS THE RISK OF PHYSICAL LOSS OR DAMAGE PURSUANT TO SECTION 8.2A; PROVIDED, HOWEVER, THIS SECTION 17.3D SHALL NOT RELIEVE CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER SECTION 12.3 OR ANY OF CONTRACTOR'S OBLIGATIONS UNDER SECTION 12.3 OF THE STAGE 1 EPC AGREEMENT.

E. IN ADDITION TO, AND NOT IN LIEU OF THE FOREGOING, AND REGARDLESS OF THE CAUSE OF ANY SUCH DAMAGE OR DESTRUCTION, INCLUDING THE SOLE OR JOINT NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE CONTRACTOR GROUP, SUBCONTRACTOR OR SUB-SUBCONTRACTOR, OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR GROUP AND ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) RESULTING FROM OR RELATED TO: (A) DAMAGE TO OR DESTRUCTION OF SUBPROJECT 3 (AFTER THE EARLIER OF SUBSTANTIAL COMPLETION OR TERMINATION OF THIS AGREEMENT) TO THE EXTENT THAT SUCH DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) EXCEED ONE MILLION U.S. DOLLARS (U.S.\$1,000,000) PER OCCURRENCE; (B) DAMAGE TO OR DESTRUCTION OF SUBPROJECT 2 (AFTER THE EARLIER OF SUBSTANTIAL COMPLETION OF SUCH SUBPROJECT 0 REFERENCE) ON EMILION U.S. DOLLARS (U.S.\$1,000,000) PER OCCURRENCE; (B) DAMAGE TO OR TERMINATION OF THE STAGE 1 EPC A GREEMENT) TO THE EXTENT THAT SUCH DAMAGES, LOSSES, COSTS AND EXPENSES) (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OF THE STAGE 1 EPC A GREEMENT) TO THE EXTENT THAT SUCH DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION OF AUBTROTION OF THE STAGE 1 EPC A GREEMENT) TO THE EXTENT THAT SUCH DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) EXCEED ONE MILLION U.S. DOLLARS (U.S.\$1,000,000) PER OCCURRENCE; OR (C) DAMAGE TO OR DESTRUCTION OF PROPERTY CONSTITUTING, OR TO BE INCORPORATED INTO OR BECOME A PART OF, THE STAGE 2 LIQUEFACTION FACILITY FOR WHICH THE OWNER BEARS THE RISK OF PHYSICAL LOSS OR DAMAGE PURSUANT TOSECTION 8.2A; *PROVIDED, HOWEVER*,

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THIS SECTION 17.3E SHALL NOT RELIEVE CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER SECTION 12.3 OR ANY OF CONTRACTOR'S OBLIGATIONS UNDER SECTION 12.3 OF THE STAGE 1 EPC AGREEMENT.

17.4 **Patent and Copyright Indemnification Procedure.** IN THE EVENT THAT ANY VIOLATION OR INFRINGEMENT FOR WHICH CONTRACTOR IS RESPONSIBLE TO INDEMNIFY THE OWNER GROUP AS SET FORTH IN SECTION 17.1B RESULTS IN ANY SUIT, CLAIM, TEMPORARY RESTRAINING ORDER OR PRELIMINARY INJUNCTION CONTRACTOR SHALL, IN ADDITION TO ITS OBLIGATIONS UNDER SECTION 17.1B, MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF THE INJUNCTION OR RESTRAINING ORDER. IF, IN ANY SUCH SUIT OR CLAIM, THE WORK, THE PROJECT, OR ANY PART, COMBINATION OR PROCESS THEREOF, IS HELD TO CONSTITUTE AN INFRINGEMENT AND ITS USE IS PRELIMINARILY OR PERMANENTLY ENJOINED, CONTRACTOR SHALL PROMPTLY MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE, AT NO COST TO OWNER, AUTHORIZING CONTINUED USE OF THE INFRINGING WORK. IF CONTRACTOR IS UNABLE TO SECURE SUCH A LICENSE WITHIN A REASONABLE TIME, CONTRACTOR SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER REPLACE THE AFFECTED WORK, IN WHOLE OR PART, WITH NON-INFRINGING COMPONENTS OR PARTS OR MODIFY THE SAME SO THAT THEY BECOME NON-INFRINGING.

17.5 Lien Indemnification. SHOULD CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR OR ANY OTHER PERSON. INCLUDING ANY CONSTRUCTION EQUIPMENT LESSOR, ACTING THROUGH OR UNDER ANY OF THEM FILE A LIEN OR OTHER ENCUMBRANCE AGAINST ALL OR ANY PORTION OF THE WORK, THE SITE OR THE PROJECT, CONTRACTOR SHALL, AT ITS SOLE COST AND EXPENSE, REMOVE OR DISCHARGE, BY PAYMENT, BOND OR OTHERWISE, SUCH LIEN OR ENCUMBRANCE WITHIN TWENTY-ONE (21) DAYS OF CONTRACTOR'S RECEIPT OF WRITTEN NOTICE FROM OWNER NOTIFYING CONTRACTOR OF SUCH LIEN OR ENCUMBRANCE; PROVIDED THAT OWNER SHALL HAVE MADE PAYMENT OF ALL AMOUNTS PROPERLY DUE AND OWING TO CONTRACTOR UNDER THIS AGREEMENT, OTHER THAN AMOUNTS DISPUTED IN ACCORDANCE WITH SECTION 7.2E. IF CONTRACTOR FAILS TO REMOVE OR DISCHARGE ANY SUCH LIEN OR ENCUMBRANCE WITHIN SUCH TWENTY-ONE (21) DAY PERIOD IN CIRCUMSTANCES WHERE OWNER HAS MADE PAYMENT OF ALL AMOUNTS PROPERLY DUE AND OWING TO CONTRACTOR UNDER THIS AGREEMENT, OTHER THAN AMOUNTS DISPUTED IN ACCORDANCE WITH SECTION 7.2E, THEN OWNER OR OWNER'S TITLE INSURANCE COMPANY MAY, EACH IN THEIR SOLE DISCRETION AND IN ADDITION TO ANY OTHER RIGHTS THAT OWNER HAS UNDER THIS AGREEMENT, REMOVE OR DISCHARGE SUCH LIEN AND ENCUMBRANCE USING WHATEVER MEANS THAT OWNER OR OWNER'S TITLE INSURANCE COMPANY, EACH IN THEIR SOLE DISCRETION, DEEMS APPROPRIATE, INCLUDING THE PAYMENT OF SETTLEMENT AMOUNTS THAT OWNER OR OWNER'S TITLE INSURANCE COMPANY DETERMINES IN THEIR SOLE DISCRETION AS BEING NECESSARY TO REMOVE OR DISCHARGE SUCH LIEN OR ENCUMBRANCE. IN SUCH CIRCUMSTANCE, CONTRACTOR SHALL BE LIABLE TO OWNER FOR AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER INDEMNIFIED PARTIES AND OWNER'S TITLE INSURANCE COMPANY FROM ALL DAMAGES, COSTS, LOSSES AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, CONSULTANT FEES AND ARBITRATION EXPENSES, AND SETTLEMENT PAYMENTS) ARISING OUT OF OR RELATING TO SUCH REMOVAL OR DISCHARGE. ALL SUCH DAMAGES, COSTS, LOSSES AND EXPENSES SHALL BE PAID BY CONTRACTOR NO LATER THAN THIRTY (30) DAYS AFTER RECEIPT OF EACH INVOICE FROM OWNER.

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A. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE SCOPE OF CONTRACTOR'S INDEMNITY OBLIGATION IN SECTION 17.5 WITH RESPECT TO OWNER'S TITLE INSURANCE COMPANY: (I) DOES NOT EXTEND TO ANY LIENS FOR WORK PERFORMED UNDER THE STAGE 1 EPC AGREEMENT; (II) IS NO GREATER THAN WOULD BE IF THE INDEMNITY EXTENDED ONLY TO OWNER INDEMNIFIED PARTIES AND (III) DOES NOT INCLUDE ANY CONSEQUENTIAL DAMAGES OF OR ASSERTED AGAINST THE OWNER'S TITLE INSURANCE COMPANY.

17.6 **Owner's Failure to Comply with Applicable Law.** Owner shall defend, indemnify and hold harmless the Contractor Group from any and all damages, losses, costs and expenses (including all reasonable attorneys' fees and litigation or arbitration expenses) arising out of or resulting from the failure of any member of Owner Group to comply with Applicable Law; *provided that* this indemnity shall be limited to fines and penalties imposed on Contractor Group and resulting from Owner's failure to comply with Applicable Law.

17.7 Landowner Claims.

A. SUBJECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 17.1A AND 17.1C, AND EXCEPT AS OTHERWISE PROVIDED FOR IN SECTION 3.17, OWNER SHALL WAIVE AND RELEASE THE CONTRACTOR GROUP FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) ARISING OUT OF OR RESULTING FROM CLAIMS OCCURRING IN CONNECTION WITH THE WORK AND THE PROJECT AND BROUGHT BY ANY LANDOWNER (UNLESS SUCH LANDOWNER IS AN AFFILIATE OF OWNER GROUP, IN WHICH CASE SECTION 17.3B SHALL APPLY) ON WHOSE LAND, RIGHT OF WAY OR EASEMENT CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR SUB-SUBCONTRACTORS ARE PERFORMING THE WORK, INCLUDING ANY CLAIM FROM SUCH LANDOWNER RELATED TO DAMAGE TO OR DESTRUCTION OF PROPERTY. SUCH WAIVER AND RELEASE SHALL APPLY REGARDLESS THE CAUSE OF SUCH DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE CONTRACTOR GROUP OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR. TO THE EXTENT OWNER OBTAINS SUCH A RELEASE FROM ANY LANDOWNER, OWNER SHALL ENDEAVOR TO OBTAIN SUCH A RELEASE OF CONTRACTOR GROUP FROM THE LANDOWNER.

B. SUBJECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 17.1A AND 17.1C, AND EXCEPT AS OTHERWISE PROVIDED FOR IN SECTION 3.17, OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES) ARISING OUT OF OR RESULTING FROM CLAIMS OCCURRING IN CONNECTION WITH THE WORK AND THE PROJECT AND BROUGHT BY ANY LANDOWNER (UNLESS SUCH LANDOWNER IS AN AFFILIATE OF OWNER GROUP, IN WHICH CASE SECTION 17.3B SHALL APPLY) ON WHOSE LAND, RIGHT OF WAY OR EASEMENT CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR SUBSUBCONTRACTORS ARE PERFORMING THE WORK, INCLUDING ANY CLAIM FROM SUCH LANDOWNER RELATED TO DAMAGE TO OR DESTRUCTION OF PROPERTY. SUCH INDEMNITY SHALL APPLY REGARDLESS OF THE CAUSE OF SUCH DAMAGES, LOSSES, COSTS AND EXPENSES,

INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR OTHER BASIS OF LIABILITY OF ANY MEMBER OF THE CONTRACTOR GROUP OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR.

Legal Defense. NOT LATER THAN FIFTEEN (15) DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM THE INDEMNIFIED PARTY 178 TO THE INDEMNIFYING PARTY OF ANY CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION ASSERTED AGAINST SUCH INDEMNIFIED PARTY FOR WHICH THE INDEMNIFYING PARTY HAS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS ASSERTED IN A LEGAL, JUDICIAL, ARBITRAL OR ADMINISTRATIVE PROCEEDING OR ACTION OR BY NOTICE WITHOUT INSTITUTION OF SUCH LEGAL, JUDICIAL, ARBITRAL OR ADMINISTRATIVE PROCEEDING OR ACTION, THE INDEMNIFYING PARTY SHALL AFFIRM IN WRITING BY NOTICE TO SUCH INDEMNIFIED PARTY THAT THE INDEMNIFYING PARTY WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SUCH INDEMNIFIED PARTY AND SHALL, AT THE INDEMNIFYING PARTY'S OWN COST AND EXPENSE, ASSUME ON BEHALF OF THE INDEMNIFIED PARTY AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL SELECTED BY THE INDEMNIFYING PARTY AND REASONABLY SATISFACTORY TO SUCH INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT SUCH INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO BE REPRESENTED THEREIN BY ADVISORY COUNSEL OF ITS OWN SELECTION, AND AT ITS OWN EXPENSE: AND PROVIDED FURTHER THAT IF THE DEFENDANTS IN ANY SUCH ACTION OR PROCEEDING INCLUDE THE INDEMNIFYING PARTY AND A N INDEMNIFIED PARTY AND THE INDEMNIFIED PARTY SHALL HAVE REASONABLY CONCLUDED THAT THERE MAY BE LEGAL DEFENSES AVAILABLE TO IT WHICH ARE DIFFERENT FROM OR ADDITIONAL TO, OR INCONSISTENT WITH, THOSE AVAILABLE TO THE INDEMNIFYING PARTY, SUCH INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO SELECT UP TO ONE SEPARATE COUNSEL TO PARTICIPATE IN THE DEFENSE OF SUCH ACTION OR PROCEEDING ON ITS OWN BEHALF AT THE REASONABLE EXPENSE OF THE INDEMNIFYING PARTY. IN THE EVENT OF THE FAILURE OF THE INDEMNIFYING PARTY TO PERFORM FULLY IN ACCORDANCE WITH THE DEFENSE OBLIGATIONS UNDER THIS SECTION 17.8, SUCH INDEMNIFIED PARTY MAY AT ITS OPTION, AND WITHOUT RELIEVING THE INDEMNIFYING PARTY OF ITS OBLIGATIONS HEREUNDER, SO PERFORM, BUT ALL DAMAGES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES, AND LITIGATION OR ARBITRATION EXPENSES, SETTLEMENT PAYMENTS AND JUDGMENTS) SO INCURRED BY SUCH INDEMNIFIED PARTY IN THAT EVENT SHALL BE REIMBURSED BY THE INDEMNIFYING PARTY TO SUCH INDEMNIFIED PARTY, TOGETHER WITH INTEREST ON SAME FROM THE DATE ANY SUCH COST AND EXPENSE WAS PAID BY SUCH INDEMNIFIED PARTY UNTIL REIMBURSED BY THE INDEMNIFYING PARTY AT THE INTEREST RATE SET FORTH IN SECTION 7.6 OF THIS AGREEMENT.

17.9 **Enforceability.**

A. EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 17.2 AND 17.3, THE INDEMNITY, DEFENSE AND HOLD HARMLESS OBLIGATIONS FOR PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE UNDER THIS AGREEMENT SHALL APPLY REGARDLESS OF WHETHER THE INDEMNIFIED PARTY WAS CONCURRENTLY NEGLIGENT (WHETHER ACTIVELY OR PASSIVELY), IT BEING AGREED BY THE PARTIES THAT IN THIS EVENT, THE PARTIES' RESPECTIVE LIABILITY OR RESPONSIBILITY FOR SUCH DAMAGES, LOSSES, COSTS AND EXPENSES UNDER THIS ARTICLE 17 SHALL BE DETERMINED IN ACCORDANCE WITH PRINCIPLES OF COMPARATIVE NEGLIGENCE.

B. IN THE EVENT THAT ANY INDEMNITY PROVISIONS IN THIS AGREEMENT ARE CONTRARY TO THE LAW GOVERNING THIS AGREEMENT, THEN THE INDEMNITY OBLIGATIONS

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ARTICLE 18 DISPUTE RESOLUTION

18.1 **Negotiation.** In the event that any claim, dispute or controversy arising out of or relating to this Agreement (including the breach, termination or invalidity thereof, and whether arising out of tort or contract) ("*Dispute*") cannot be resolved informally within thirty (30) Days after the Dispute arises, either Party may give written notice of the Dispute ("*Dispute Notice*") to the other Party requesting that a representative of Owner's senior management and Contractor's senior management meet in an attempt to resolve the Dispute. Each such management representative shall have full authority to resolve the Dispute and shall meet at a mutually agreeable time and place within thirty (30) Days after receipt by the non-notifying Party of such Dispute. In no event shall this Section 18.1 be construed to limit either Party's right to take any action under this Agreement, including Owner's rights under Section 16.1. The Parties agree that if any Dispute is not resolved within ninety (90) Days after receipt of the Dispute Notice given in this Section 18.1, then either Party may by notice to the other Party refer the Dispute to be decided by final and binding arbitration in accordance with Section 18.2.

A. Notwithstanding the foregoing, in the event of a Dispute regarding (i) whether a specific item of Work meets the definition of Punchlist under Section 1.1 in connection with Section 11.5 or (ii) if and when Substantial Completion or Final Completion has occurred, as applicable, in accordance with Section 11.3 or 11.6, representatives of Owner's senior management and Contractor's senior management shall meet immediately upon request of either Party to attempt to resolve such Dispute. Each such management representative shall have full authority to resolve such Dispute and shall meet in person at a mutually agreeable time and place. The Parties agree that if any such Dispute is not resolved within five (5) Business Days after either Party's request for such meeting between management representatives, then either Party may by notice to the other Party refer the Dispute to be decided by final and binding arbitration in accordance with Section 18.2.

18.2 **Arbitration**. Any arbitration held under this Agreement shall be held in Houston, Texas, unless otherwise agreed by the Parties, shall be administered by the Dallas, Texas office of the American Arbitration Association ("*AAA*") and shall, except as otherwise modified by this Section 18.2, be governed by the AAA's Construction Industry Arbitration Rules and Mediation Procedures (including Procedures for Large, Complex Construction Disputes) (the "*AAA Rules*"). The number of arbitrators required for the arbitration hearing shall be determined in accordance with the AAA Rules. The arbitrator(s) shall determine the rights and obligations of the Parties according to the substantive law of the state of Texas, excluding its conflict of law principles, as would a court for the state of Texas; *provided, however*, the law applicable to the validity of the arbitration clause, the conduct of the arbitration, including resort to a court for provisional remedies, the enforcement of any award and any other question of arbitration law or procedure shall be the Federal Arbitration Act, 9 U.S.C.A. § 2. Issues concerning the arbitratibility of a matter in dispute shall be decided by a court with proper jurisdiction. The Parties shall be entitled to engage in reasonable discovery, including

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the right to production of relevant and material documents by the opposing Party and the right to take depositions reasonably limited in number, time and place; *provided that* in no event shall any Party be entitled to refuse to produce relevant and non-privileged documents or copies thereof requested by the other Party within the time limit set and to the extent required by order of the arbitrator(s). All disputes regarding discovery shall be promptly resolved by the arbitrator(s). This agreement to arbitrate is binding upon the Parties, Contractor's surety (if any) and the successors and permitted assigns of any of them. At either Party's option, any other Person may be joined as an additional party to any arbitration conducted under this Section 18.2, *provided that* the party to be joined is or may be liable to either Party in connection with all or any part of any dispute between the Parties. Without limiting the foregoing, if there are common issues of fact or law in connection with any Disputes in an arbitration conducted under this Article 18 and any disputes in connection with any arbitration under the Stage 1 EPC Agreement, either Party may consolidate the two arbitrations to the extent necessary to avoid inconsistent determinations. Contractor agrees, upon Owner's election, to the joinder in any arbitration between Owner and Guarantor arising out of or relating to the Project. The arbitration award shall be final and binding, in writing, signed by all arbitrators, and shall state the reasons upon which the award thereof is based. The Parties agree that judgment on the arbitration award may be entered by any court having jurisdiction thereof.

18.3 **Continuation of Work During Dispute.** Notwithstanding any Dispute, it shall be the responsibility of each Party to continue to perform its obligations under this Agreement pending resolution of Disputes. Owner shall, subject to its right to withhold or offset amounts pursuant to this Agreement, continue to pay Contractor undisputed amounts in accordance with this Agreement and, except as provided in this Agreement, continue to perform all of its obligations under this Agreement; *provided, however*, in no event shall the occurrence of any negotiation or arbitration prevent or affect Owner from exercising its rights under this Agreement, including Owner's right to terminate pursuant to Article 16.

18.4 **Escrow of Certain Disputed Amounts By Owner.** At any time when the total amounts invoiced by Contractor pursuant to Section 7.2C of the Agreement for Milestone payments and Monthly Payments (as such amounts may be adjusted by Change Order in accordance with Sections 6.1B or 6.2C) which are disputed and unpaid by Owner exceed Ten Million U.S. Dollars (U.S.\$10,000,000) in the cumulative aggregate, Owner shall escrow any such disputed and unpaid amounts in excess of the aforesaid amount ("*Escrowed Amounts*"); *provided, however*, the Parties acknowledge and agree that such Escrowed Amounts shall not include any claims by Contractor for compensation in addition to the original Contract Price (as adjusted by Change Order pursuant to Sections 6.1B or 6.2C). For the purposes of determining the date when Owner must deposit the Escrowed Amounts with the Escrow Agent, amounts are "unpaid" on the date that Owner is required to make payment of an Invoice under Section 7.2E of this Agreement. The Escrowed Amounts will be deposited with the Escrow Agent pursuant to the Escrow Agreement (which provides, among other things, that the Escrowed Amounts shall be held in an interest bearing account and disbursed upon the instructions of both Parties or pursuant to an arbitration award). Prior to issuance of the NTP, (i) the Escrow Agent shall be selected by mutual agreement of the Parties and (ii) the Escrow Agreement shall be in final form and executed by the Escrow Agent and each Party. The Parties shall each pay fifty percent (50%) of the cost of the Escrow Agreement including without limitation the fees and expenses of the Escrow Agent.

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ARTICLE 19 CONFIDENTIALITY

19.1 **Contractor's Obligations.** Contractor hereby covenants and warrants that Contractor and its employees and agents shall not (without in each instance obtaining Owner's prior written consent) disclose, make commercial or other use of, or give or sell to any Person, other than to members of the Contractor Group and Subcontractors or Sub-subcontractors as necessary to perform the Work, any information conspicuously marked and identified in writing as confidential and relating to the business, products, services, research or development, clients or customers of Owner or any Owner Affiliate, or relating to similar information of a Third Party who has entrusted such information to Owner or any Owner Affiliate (hereinafter individually or collectively, "*Owner's Confidential Information*"). Prior to disclosing any such information to any Subcontractor or Sub-subcontractor as necessary to perform the Work, Contractor shall bind such Subcontractor or Sub-subcontractor or any of its Subcontractors or Sub-subcontractors from making commercial or other use of, selling, or disclosing any of the Intellectual Property or Contractor Existing Intellectual Assets.

19.2 **Owner's Obligations.** Owner hereby covenants and warrants that Owner and its employees and agents shall not (without in each instance obtaining Contractor's prior written consent) disclose, make commercial or other use of, or give or sell to any Person any of the following information: (i) any estimating, technical or pricing methodologies, techniques, know-how or information relating to the business, products, services, research or development of Contractor conspicuously marked and identified in writing as confidential by Contractor; or (ii) any Intellectual Property or Contractor's Existing Intellectual Property Assets which is conspicuously marked and identified in writing as confidential (hereinafter individually or collectively, "*Contractor's Confidential Information*"). The Parties agree that (y) notwithstanding the foregoing, Owner shall not be restricted from the use or disclosure of Work Product except as expressly set forth in Article 10; and (z) Owner shall be entitled to disclose that portion of the Intellectual Property and Contractor's Existing Intellectual Property Assets for which Section 10.1, *provided that*, with respect to such Intellectual Property and Contractor's Existing Intellectual Property Assets, Owner binds such disclose to the confidentiality obligations contained in this Section 19.2.

19.3 **Definitions.** The term "*Confidential Information*" shall mean one or both of Contractor's Confidential Information and Owner's Confidential Information, as the context requires. The Party having the confidentiality obligations with respect to such Confidential Information shall be referred to as the "*Receiving Party*," and the Party to whom such confidentiality obligations are owed shall be referred to as the "*Disclosing Party*."

19.4 **Exceptions.** Notwithstanding Sections 19.1 and 19.2, Confidential Information shall not include: (i) information which at the time of disclosure or acquisition is in the public domain, or which after disclosure or acquisition becomes part of the public domain without violation of this Article 19; (ii) information which at the time of disclosure or acquisition was already in the possession of the Receiving Party or its employees or agents and was not previously acquired from the Disclosing Party or any of its employees or agents directly or indirectly; (iii) information which the Receiving

Party can show was acquired by such entity after the time of disclosure or acquisition hereunder from a Third Party without any confidentiality commitment, if, to the best of Receiving Party's or its employees' or agents' knowledge, such Third Party did not acquire it, directly or indirectly, from the Disclosing Party or any of its employees or agents; (iv) information independently developed by the Receiving Party without benefit of the Confidential Information; and (v) information which a Party believes in good faith is required to be disclosed in connection with the Project by Applicable Law, any Governmental Instrumentality (including the FERC), applicable securities laws or the rules of any stock exchange; *provided, however*, that prior to such disclosure, the Receiving Party gives reasonable notice to the Disclosing Party of the information required to be disclosed.

19.5 **Equitable Relief.** The Parties acknowledge that in the event of a breach of any of the terms contained in this Article 19, the Disclosing Party would suffer irreparable harm for which remedies at law, including damages, would be inadequate, and that the Disclosing Party shall be entitled to seek equitable relief therefor by injunction, without the requirement of posting a bond.

19.6 **Term.** The confidentiality obligations of this Article 19 shall expire upon the earlier of a period of ten (10) years following (i) the termination of this Agreement or (ii) Final Completion.

ARTICLE 20

LIMITATION OF LIABILITY

20.1 **Contractor Aggregate Liability.** Notwithstanding any other provisions of this Agreement to the contrary, Contractor Group shall not be liable to Owner Group under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, warranty, tort (including negligence), strict liability, products liability, professional liability, indemnity, contribution or any other cause of action, in excess of a cumulative aggregate amount equal to the Aggregate Cap, and Owner shall release Contractor Group from any liability in excess thereof; *provided that*, notwithstanding the foregoing, the limitation of liability set forth in this Section 20.1 shall not (i) apply to (A) Contractor's indemnification obligations under Sections 17.1B, 17.1E, 17.1F, 17.1G, 17.2 and 17.5 or (B) Contractor's obligations under 8.1A.1; or (ii) include the proceeds paid under any insurance policy that Contractor or its Subcontractors is required to obtain the limitation of liability set forth in this Section 20.1 be in any way deemed to limit Contractor's obligation to perform all Work required to achieve Ready for Performance Testing.

A. The "Aggregate Cap" means *** U.S. Dollars (U.S.\$***).

B. However, immediately after the later of Substantial Completion and payment of any Delay Liquidated Damages due and owing under this Agreement (*"Reduction Date"*), the Aggregate Cap shall reduce to an amount calculated as follows:

						Outstanding		Performance
Aggregate	=	U.S.\$***	-	Reduction	+	Claims	+	LD Exposure
Cap						Amount		LD Exposure

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"*Reduction*" means the amount equal to the greater of:

- (i) *** U.S. Dollars (U.S.\$***); or
- (ii) Contractor Group's aggregate liability to Owner Group under this Agreement, for acts or omissions occurring prior to Substantial Completion (the clause (ii) liabilities hereinafter called "*Pre-Substantial Completion Liabilities*").

In calculating the Reduction, the Pre-Substantial Completion Liabilities shall exclude amounts that fall within the Carve-Outs. In addition, for the purposes of calculating the Reduction immediately after the Reduction Date, only those Pre-Substantial Completion Liabilities actually paid by Contractor Group to Owner Group on or prior to the Reduction Date shall be used, but if other Pre-Substantial Completion Liabilities are subsequently paid by Contractor Group to Owner Group, the Reduction shall be recalculated in accordance with Section 20.1C. For clarity, Delay Liquidated Damage amounts owed shall be applied against the Pre-Substantial Completion Liabilities, as well as Performance Liquidated Damages where the option in Section 11.4A(i) is used.

2. "Outstanding Claims Amount" means the aggregate amount of Outstanding Claims; provided that, if such aggregate amount is less than *** U.S. Dollars (U.S.\$***), the Outstanding Claims Amount shall be Zero U.S. Dollars for purposes of calculating the Aggregate Cap. "Outstanding Claims" means good faith claims asserted by Owner Group against any member of Contractor Group, arising out of acts or omissions occurring before Substantial Completion, which remain outstanding as of the date of Substantial Completion. Outstanding Claims shall not include any claims that fall within the Carve-Outs.

- 3. "*Performance LD Exposure*" means either:
 - a. Zero U.S. Dollars, if Owner or Contractor elect the option in Section 11.4A(i); or

b. if Owner or Contractor elect the option in Section 11.4A(ii), the amount of Performance Liquidated Damages that would be due to Owner if Contractor were to pay the Performance Liquidated Damages based on the results of the last Performance Test conducted by Contractor prior to Substantial Completion.

4. Notwithstanding the foregoing Aggregate Cap calculation (or any recalculation of the Aggregate Cap pursuant to Section 20.1C), the Aggregate Cap shall not exceed *** U.S. Dollars (U.S.\$***) under any circumstances.

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C. Upon resolution of any (i) Outstanding Claims, (ii) Pre-Substantial Completion Liabilities that were not included in the original Reduction calculation performed in Section 20.1B.1; or (iii) amounts for Performance LD Exposure, the Aggregate Cap shall be recalculated using the formula in Section 20.1B and the adjusted variables shall be determined as follows:

1. The amount used for the Pre-Substantial Completion Liabilities shall be the total amount paid by Contractor Group to Owner Group on account of Pre-Substantial Completion Liabilities, whether paid before or after Substantial Completion;

2. The Reduction shall be recalculated in accordance with Section 20.1B.1 based on the Pre-Substantial Completion Liabilities adjustment under Section 20.1C.1;

3. The amount used for the Outstanding Claims Amount shall be the amounts of those Outstanding Claims not yet

4. The amount used for the Performance LD Exposure shall be the amount of Performance Liquidated Damages owed (and not paid) by Contractor to Owner, as determined by the last Performance Test performed in conjunction with Section 11.4A(ii); and

5. The Aggregate Cap shall be recalculated in accordance with Section 20.1B based on the Reduction recalculated in Section 20.1C.2, the Outstanding Claims Amount adjustment under Section 20.1C.3 and the Performance LD Exposure recalculated under Section 20.1C.4.

20.2 Limitation on Contractor's Liability for Liquidated Damages.

A. *Delay Liquidated Damages.* Subject to Section 20.2C, Contractor's maximum liability to Owner for Delay Liquidated Damages is *** U.S. Dollars (U.S.\$***), in the aggregate.

B. *Performance Liquidated Damages.* Subject to Section 20.2C, Contractor's maximum liability to Owner for Performance Liquidated Damages is *** U.S. Dollars (U.S.\$***), in the aggregate.

C. *Exceptions to Limitations of Liability Under Section 20.2.* Sections 20.2A and 20.2B shall not be construed to limit Contractor's obligation to complete the Work for the compensation provided under this Agreement.

20.3 Liquidated Damages In General.

A. *Liquidated Damages Not Penalty.* It is expressly agreed that Liquidated Damages payable under this Agreement do not constitute a penalty and that the Parties, having negotiated in good faith for such specific Liquidated Damages and having agreed that the amount of such Liquidated Damages is reasonable in light of the anticipated harm caused by

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the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such Liquidated Damages.

B. Liquidated Damages as Exclusive Remedy.

1. Delay Liquidated Damages shall be Owner's sole and exclusive remedy, and the sole and exclusive liability of Contractor, for delay as set forth in Section 13.1; *provided that*, this Section 20.3B.1 shall not be interpreted to preclude Owner from (i) terminating Contractor's performance of the Work pursuant to Section 11.4B(b) or (ii) terminating Contractor pursuant to Section 5.5A.

2. Performance Liquidated Damages shall be Owner's sole and exclusive remedy, and the sole and exclusive liability of Contractor, for failure to achieve the Performance Guarantee. This Section 20.3B.2 is not applicable for Contractor's failure to achieve Minimum Acceptance Criteria.

C. **Payment of Liquidated Damages.** With respect to any Liquidated Damages that accrue, Owner shall invoice Contractor for such Liquidated Damages. Contractor shall pay such Liquidated Damages within ten (10) Days after Contractor's receipt of such invoice. To the extent Contractor does not pay such Liquidated Damages within such ten (10) Day period, Owner may, at its option, do one or more of the following: (i) withhold from Contractor amounts that are otherwise due and payable to Contractor in the amount of such Liquidated Damages and/or (ii) collect on the Letter of Credit in the amount of such Liquidated Damages. For the avoidance of doubt, prior to exercising such right to withhold or collect on the Letter of Credit, Owner shall not be required to provide the notice as set forth in Section 7.8. As used in this Agreement, Liquidated Damages are "paid" if and to the extent Owner exercises option (i) or (ii) above for the collection of Liquidated Damages.

20.4 **Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, NEITHER OWNER GROUP NOR CONTRACTOR GROUP SHALL BE LIABLE UNDER THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF REVENUES, LOSS OF FINANCING, LOSS OF INCREASE OF BONDING CAPACITY, COSTS OF OBTAINING OR MAINTAINING FINANCING, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, OR DAMAGES OR LOSSES FOR PRINCIPAL OFFICE EXPENSES INCLUDING COMPENSATION OF PERSONNEL STATIONED THERE ("**CONSEQUENTIAL DAMAGES**") AND OWNER GROUP SHALL RELEASE CONTRACTOR GROUP AND CONTRACTOR GROUP SHALL RELEASE OWNER GROUP FROM ANY LIABILITY FOR SUCH CONSEQUENTIAL DAMAGES; *PROVIDED THAT* THE EXCLUSION OF LIABILITY SET FORTH IN THIS SECTION 20.4 (I) IS NOT INTENDED TO PREVENT CONTRACTOR FROM RECEIVING PROFIT TO THE EXTENT THAT CONTRACTOR IS ENTITLED TO RECEIVE SUCH PROFIT UNDER THE PROVISIONS OF THIS AGREEMENT AND (II) SHALL NOT APPLY (A) TO AMOUNTS ENCOMPASSED WITHIN LIQUIDATED DAMAGES, (B) TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT WITH RESPECT TO LOSSES SUFFERED BY

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ANY THIRD PARTY OR, WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 17.2, MEMBERS OF THE CONTRACTOR GROUP OR ANY SUBCONTRACTORS OR SUB- SUBCONTRACTORS, OR (C) TO OWNER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT WITH RESPECT TO LOSSES SUFFERED BY ANY THIRD PARTY OR, WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 17.3, MEMBERS OF THE OWNER GROUP OR ANY OTHER CONTRACTORS OF OWNER.

20.5 **Exclusive Remedies.** Where a remedy specified in this Agreement is expressly stated to be a Party's sole remedy, it is intended that such remedy shall be the sole and exclusive remedy of such Party for the matter in question, notwithstanding any remedy otherwise available at law or in equity.

20.6 **Applicability.** EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY, EXCLUSIONS, LIMITATIONS AND APPORTIONMENTS OF LIABILITY AND INDEMNITIES EXPRESSED IN THIS AGREEMENT SHALL APPLY EVEN IN THE EVENT OF FAULT, NEGLIGENCE (IN WHOLE OR IN PART), STRICT LIABILITY, BREACH OF CONTRACT OR OTHERWISE OF THE PARTY RELEASED OR WHOSE LIABILITY IS WAIVED, DISCLAIMED, LIMITED, FIXED OR INDEMNIFIED AND SHALL EXTEND IN FAVOR OF MEMBERS OF THE OWNER GROUP AND THE CONTRACTOR GROUP.

20.7 **Term Limit.** With the exception of Article 10, Article 19 and Sections 4.5A.2, 8.1, 17.1A, 17.1B, 17.1C, 17.1E, 17.4, 17.5 (and to the extent the following relate to the foregoingArticles and Sections: Sections 1.1, 17.8, 17.9 and Article 18, Article 20 and Article 21), Neither Party shall be liable to the other Party under this Agreement for any claims brought three (3) years or more after Substantial Completion.

ARTICLE 21 MISCELLANEOUS PROVISIONS

21.1 Entire Agreement. This Agreement, including the Attachments, Schedules and Exhibits attached to and incorporated into this Agreement, contains the entire understanding of the Parties with respect to the subject matter hereof and incorporates any and all prior agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement. General or special conditions included in any of Contractor's price lists, Invoices, tickets, receipts or other such documents presented to Owner shall have no applicability to Owner with respect to this Agreement. All amounts paid to Contractor under the 2017 Technical Services Agreement shall be credited against the Contract Price if NTP is issued. After issuance of NTP, this Agreement supersedes in its entirety the Technical Services Agreements, and after the Contract Date of this Agreement, this Agreement supersedes any other agreements between the Parties related to the Project.

21.2 **Amendments.** No change, amendment or modification of the terms of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification is in writing and duly executed by both Parties hereto.

21.3 **Joint Effort.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.

21.4 **Captions.** The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein.

21.5 **Notice.** Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be hand delivered or sent by overnight courier, messenger, facsimile or certified mail, return receipt requested, to the other Party at the address set forth below.

A. If delivered to Owner:

Corpus Christi Liquefaction, LLC 700 Milam, Suite 1900 Houston, Texas 77002 Facsimile: *** Attn: ***

with a copy to:

Corpus Christi Liquefaction, LLC 700 Milam, Suite 1900 Houston, Texas 77002 Facsimile: *** Attn: ***

B. If delivered to Contractor:

Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: *** Attn: ***

with a copy to:

Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: *** Attn: ***

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Each Party shall have the right to change the place to which notice shall be sent or delivered by sending a similar notice to the other Party in like manner. Notices, demands, offers or other written instruments shall be deemed to have been duly given on the date actually received by the intended recipient.

21.6 **Severability.** The invalidity of one or more phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

21.7 Assignment. This Agreement may be assigned to other Persons only upon the prior written consent of the non-assigning Party hereto, except that Owner may assign this Agreement to any of its Affiliates by providing notice to Contractor. Furthermore, Owner may, for the purpose of providing collateral, assign, pledge and/or grant a security interest in this Agreement to any Lender without Contractor's consent. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee; provided that any assignment by Contractor or Owner pursuant to this Section 21.7 shall not relieve Contractor or Owner (as applicable) of any of its obligations or liabilities under this Agreement, nor shall any such assignment discharge Guarantee or of its obligations under the Parent Guarantee. Any assignment not in accordance with this Section 21.7 shall be void and without force or effect, and any attempt to assign this Agreement in violation of this provision shall grant the non-assigning Party the right, but not the obligation, to terminate this Agreement at its option for Default.

21.8 **No Waiver.** Any failure of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the term of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provisions.

21.9 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Texas (without giving effect to the principles thereof relating to conflicts of law), except that each Party, to the extent permitted under Applicable Law, hereby irrevocably waives any right to contend that the Texas Construction Anti-Indemnity Statute is applicable to this Agreement or the Work. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and shall be disclaimed in and excluded from any Subcontracts entered into by Contractor in connection with the Work or the Project.

21.10 **Successors and Assigns.** This Agreement shall be binding upon the Parties hereto, their successors and permitted assigns.

21.11 Attachments and Schedules. All Attachments and Schedules shall be incorporated into this Agreement by such reference and shall be deemed to be an integral part of this Agreement.

21.12 **Obligations.** Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Contractor and Owner.

21.13 **Further Assurances.** Contractor and Owner agree to provide such information, execute and deliver any such instruments and documents and to take such other actions as may be reasonably requested by the other Party that are not inconsistent with the provisions of this Agreement and that do not involve the assumption of obligations or liabilities greater than those provided for in

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this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

21.14 **Priority.** The documents that form this Agreement are listed below in order of priority, with the document having the highest priority listed first and the one with the lowest priority listed last. In the event of any conflict or inconsistency between a provision in one document and a provision in another document, the document with the higher priority shall control. This Agreement is composed of the following documents, which are listed in priority:

- A. Change Orders which expressly modify the terms of this Agreement or written amendments to this Agreement;
- B. the Articles of this Agreement; and
- C. Attachments and Schedules to this Agreement.

21.15 **Restrictions on Public Announcements.** Neither Contractor nor its Subcontractors or Sub-subcontractors shall publish or cause to be made public any photographs of any part of the Liquefaction Facility, issue a press release, advertisement, publicity material, financial document or similar matter or participate in a media interview that mentions or refers to the Work or any part of the Liquefaction Facility without the prior written consent of Owner; *provided that* Contractor shall not be required to obtain Owner's prior written consent of Contractor's issuance of a press release to correct any errors made by Owner concerning Contractor in a prior press release issued by Owner of Contractor first gives Owner five (5) Days' prior written notice of Contractor's intent to issue such corrective press release and an opportunity of Owner to correct such error within such five (5) Day period. Owner agrees to cooperate with Contractor and provide to Contractor for review and comment a copy of any press release that mentions or refers to Contractor prior to the issuance of such press release; *provided that* Owner shall not be required to obtain Contractor's prior consent prior to the issuance of such press release. Contractor acknowledges and agrees that Owner shall be required, from time to time, to make disclosures and press releases and applicable filings with the SEC in accordance with applicable securities laws that Owner believes in good faith are required by Applicable Law or the rules of any stock exchange. If any such disclosure, press release or filing includes any reference to Contractor, then Owner shall provide as much notice as is practicable to Contractor to provide it with an opportunity to comment; *provided, however*, the final determination shall remain with Owner. Contractor acknowledges that Owner shall be required from time to time to time to time to make filings in compliance with applicable securities laws, including a copy of this Agreement.

21.16 **Potential Lenders, Potential Equity Investors and Equity Participants.**

A. **Potential Lenders.** Owner shall provide to Contractor (i) the identity of Potential Lenders that have signed confidentiality agreements with Owner and (ii) a copy of the preliminary information memorandum or preliminary offering circular distributed to such Potential Lenders and any final loan agreements executed with Owner and such Potential Lenders. As used herein, "**Potential Lender**" shall mean any commercial bank, insurance company, investment or mutual fund or other entity that is an "accredited investor" (as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended) and which extends credit, buys loans and is in the business of lending as one of its businesses.

B. **Potential Equity Investors.** Prior to disclosure of any Work Product (other than ConocoPhillips Work Product which disclosure is governed by the ConocoPhillips License Agreement) by Owner to any potential equity investor in Owner in connection with the Project, Owner shall (i) obtain Contractor's written consent (such consent not to be unreasonably withheld) to the description of the Work Product to be disclosed, and (ii) obtain a waiver from such potential equity investor agreeing that it is not relying upon such Work Product in making any investment decision in connection with the Project and waiving and releasing any claim it may have against Contractor or Contractor's Affiliates on account of any such reliance or purported reliance. Owner acknowledges and agrees that each potential equity investor shall be an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended.

C. **Equity Participants.** Owner's successors, assigns and any future recipient of any equity ownership in Owner shall be bound by the releases, limitations on liability and other protections of Contractor set forth in this Agreement, and Owner shall obtain the express written agreement of such equity participants to be bound by such releases, limitations of liability and other protections of Contractor.

21.17 **Foreign Corrupt Practices Act.** With respect to the performance of the Work, Contractor shall, and shall cause each member of the Contractor Group to, comply with all provisions of the Foreign Corrupt Practices Act of the United States (15 U.S.C. § 78dd-1 and 2) and the Bribery Act 2010 of the United Kingdom, and not to take any action that could result in Owner or any of its Affiliates becoming subject to any action, penalty or loss of benefits under such Acts. Owner shall, and shall cause each member of the Owner Group to, comply with all provisions of the Foreign Corrupt Practices Act of the United States (15 U.S.C. § 78dd-1 with all provisions of the Foreign Corrupt Practices Act of the United States (15 U.S.C. § 78dd-1 and 2) and the Bribery Act 2010 of the United Kingdom, and not to take any action that could result in Contractor or any of its Affiliates becoming subject to any action, penalty or loss of benefits under such Acts.

21.18 **Parent Guarantee**. Guarantor will guarantee the full and faithful performance of all obligations and liabilities of Contractor under this Agreement in the form attached as <u>Attachment FF</u> hereto ("*Parent Guarantee*"). Contractor shall not be entitled to any compensation under the Agreement unless and until Contractor provides the foregoing Parent Guarantee to Owner in accordance with this Section 21.18.

21.19 **Language.** This Agreement and all notices, communications and submittals between the Parties pursuant to this Agreement shall be in the English language.

21.20 **Counterparts.** This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by each of the Parties. Facsimile signatures shall be deemed as effective as original signatures.

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21.21 **Owner's Lender.** Contractor shall, on or before issuance of the NTP, enter into a mutually acceptable form of acknowledgement and consent with the Collateral Agent. Such acknowledgement and consent shall be substantially in the form of <u>Attachment AA</u>. Contractor shall cooperate in considering appropriate and reasonable amendments to that form of direct agreement as such amendments may be proposed by Lender or its counsel. Contractor acknowledges and agrees that Owner's issuance of the NTP is contingent upon obtaining project financing in connection with this Project or other forms of financing.

21.22 **Independent Engineer.** Contractor shall cooperate with Independent Engineer in the conduct of his or her duties in relation to the Project and the Work, including the duties listed in <u>Attachment CC</u>. No review, approval or disapproval by Independent Engineer shall serve to reduce or limit the liability of Contractor to Owner under this Agreement.

21.23 Liquefaction Facility.

A. Notwithstanding anything to the contrary in this Agreement, the work performed under the Stage 1 EPC Agreement is governed by the Stage 1 EPC Agreement, and the Work performed under this Agreement is governed by this Agreement.

B. In addition and notwithstanding anything to the contrary in this Agreement, Contractor acknowledges that it shall not be entitled to any modification of the Contract Price, Project Schedule or any other Changed Criteria under this Agreement arising out of or relating to (i) any acts or omissions of Contractor or any of its subcontractors or sub-subcontractors in connection with the Stage 1 EPC Agreement or the Stage 1 Liquefaction Facility, or (ii) any act, instruction or direction by Owner or anyone acting for or on behalf of Owner in accordance with the Stage 1 EPC Agreement; *provided that* in no case shall this be interpreted to entitle Contractor to a change, but instead Contractor shall only be entitled to relief to the extent permitted under Article 6. Similarly, notwithstanding anything to the contrary in this Agreement, Contractor acknowledges that it shall not be entitled to any modification of the contract price, project schedule or any other changed criteria under the Stage 1 EPC Agreement arising out of or relating to (i) any acts or omissions of Contractor or any of its Subcontractors or Sub-subcontractors in connection with this Agreement or subproject 3, or (ii) any act, instruction or direction by Owner or anyone acting for or on behalf of Owner in accordance with this Agreement.

C. Without limiting the foregoing, the waivers and disclaimers of liability, releases from liability, exclusions, limitations and apportionments of liability and indemnities expressed in the Stage 1 EPC Agreement and this Agreement shall apply to the work performed under each agreement respectively and shall not supersede any such rights, obligations or liabilities that arise out of the other agreement.

21.24 **Survival.** Subject to Section 20.7, Article 6, Article 7, Article 9, Article 10, Article 12, Article 14, Article 15, Article 16, Article 17, Article 18 and Article 19, Article 20, Sections 3.8, 3.13, 3.14, 3.17, 4.5, 8.1, 8.2, 21.9, 21.16, 21.23, and this Section 21.24 shall survive termination of this Agreement, in addition to any other provisions which by their nature should, or by their express terms do, survive or extend beyond the termination of this Agreement.

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[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Contract Date.

Owner:

CORPUS CHRISTI LIQUEFACTION, LLC

By: /s/ *** Name: *** Title: ***

Contractor:

BECHTEL OIL, GAS AND CHEMICALS, INC.

By: /s/ ***

Name: *** Title: ***

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ATTACHMENT A

SCOPE OF WORK AND BASIS OF DESIGN FOR STAGE 2

This <u>Attachment A</u> is comprised of the Scope of Work (<u>Attachment A</u>, <u>Schedule A-1</u>), Scope of Facilities, Basis of Design and Stage 2, Stage 1 and FEED Documents incorporated into the Agreement (<u>Attachment A</u>, <u>Schedule A-2</u>). The priority between these documents is set forth in Section 1.4 of <u>Attachment A</u>, <u>Schedule A-1</u>.

Schedule A-1

SCOPE OF WORK

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1. SCOPE

REQUIREMENTS

1.1 General Introduction

This Scope of Work provides an overall description of Contractor's responsibilities for the design, engineering, procurement, manufacture, management, construction, installation, testing, commissioning, Start Up, initial operations, and Performance Testing of the Stage 2 Liquefaction Facility.

All obligations and responsibilities referred to in this <u>Attachment A</u> are Contractor's obligations and responsibilities, unless expressly stated to be the obligation of Owner or a third Person.

References in this <u>Attachment A</u> to any "Section" or "Article" shall mean the sections or articles of this <u>Attachment A</u>, unless express reference is made to another section or article of the Agreement. Any capitalized term used in this <u>Attachment A</u> which is defined in the Agreement shall have the same meaning as defined in the Agreement, unless a different meaning is expressly provided in this <u>Attachment A</u>.

1.2 Summary of Contractor Scope

Except for items and services excluded from Contractor's Scope of Work as identified in the Agreement to be provided by Owner or others, Contractor's responsibilities for the design, engineering, procurement, fabrication, manufacture, erection, installation, construction, management, inspection, repair (including Corrective Work), testing (including Performance Tests), training, pre-commissioning, commissioning and placing into service of the Stage 2 Liquefaction Facility and Equipment and systems, and the required related labor and materials, shall generally include the following:

- a. Detailed engineering design of the Stage 2 Liquefaction Facility;
- b. Development of Contractor deliverables as described in <u>Attachment B</u> of the Agreement;
- c. Supply of Equipment;
- d. Mobilization and Stage 2 Site establishment;
- e. Management, reporting and supervision of the Work;
- f. Construction and installation of Stage 2 Liquefaction Facility;

- g. Care, maintenance and preservation of all Equipment;
- h. Precommissioning;
- i. Mechanical Completion;
- j. Ready for Start Up;
- k. Commissioning and Start Up;
- Initial Operation of Subproject 3 up to Substantial Completion of Subproject 3;
- m. Performance Tests;
- n. Substantial Completion of Subproject 3;
- o. Performance of Corrective Work in accordance with Article 12 of the Agreement; and
- p. Final

Completion.

1.3 Definitions

"Basic Engineering Design Data" means Stage 2 Document Number 25959-100-3BD-M04-00001 Rev 001.

"Basis of Design" means Stage 2 Document Number 25959-100-3BD-M04-00002 Rev 001. The Basis of Design is also referred to as the Design Basis in the Agreement.

"Codes and Standards Specification" means Stage 1 Document Number 25889-100-3DS-G01-00001 Rev 000.

"FEED Documents" has the meaning specified in Attachment A, Schedule A-2.

"Scope of Facilities" means Stage 2 Document Number 25959-100-G01-000-00001 Rev 001.

1.4 Priority of Documents

In the event of any conflict or inconsistency between this Scope of Work, the Basis of Design, the FEED Documents, the Basic Engineering Design Data or the Scope of Facilities, such conflict or inconsistency shall be resolved in accordance with the following order of priority, with the document having the highest priority listed first and the one with the lowest priority listed last:

- a. Modifications to the Scope of Work as more fully set forth in Table A-
 - 2;

- b. Scope of Work (Attachment A, Schedule A-
 - <u>1</u>);

- c. Scope of Facilities;
- d. Basis of Design;
- e. Basic Engineering Design Data;
- f. Other than modifications to the Scope of Work as set forth in Section 1.4(a) above, other Stage 2, Stage 1 and FEED Documents (Attachment A, Schedule A-2).

2. MANAGEMENT AND SUPERVISION

2.1 Owner Management Philosophy

Owner Representative will utilize a team of Owner's personnel or consultants, which will be resident in the Contractor's Houston home office during design and procurement phase, and at Stage 2 Site during construction through commissioning, Start Up, initial operations, and until Substantial Completion of Subproject 3, to facilitate prompt and accurate communications between Owner and the Contractor.

2.2 Project Execution Plan

Without prejudice to any other provision of this <u>Attachment A</u> or the Agreement which sets out specific requirements for any of the plans or documents listed below, within sixty (60) Days after Notice to Proceed, Contractor shall submit to Owner for review Contractor's project execution plan ("*Project Execution Plan*"), which shall address, summarize, and provide a schedule for development and finalization of the following plans, procedures, and other documents:

- a. Project
 objectives;
- b. Project management;
- c. Project Engineering Plan;
- d. Document Management Plan;
- e. Project Controls Plan;
- f. Project Procurement Plan;
- g. Revisions to <u>Attachment G</u>, if any;
- h. Document control plan;
- i. Communications plan;
- j. Project Subcontract Plan;
- k. HSE

Plan;

 Interface management plan;

- n. Project Construction Plan;
- o. Project Commissioning Plan;
- p. Performance Test Procedures;
- q. Labor relations
 plan;
- r. Management of change plan; and
- s. Operations training plan.

2.3 Owner Office Accommodations

All security, furnishings, electrical power, housekeeping services and other temporary utilities, lighting, telephones, facsimile, and high speed internet access associated with the office accommodation below shall be provided by Contractor commencing at LNTP or NTP (whichever occurs earlier), and concluding upon Substantial Completion of Subproject 3; *provided, however*, that item 2.3(b) below shall be provided commencing at substantial completion of Subproject 2 until Substantial Completion of Subproject 3, and telecommunications line rentals shall be provided until thirty (30) Days after Substantial Completion of Subproject 3. International long distance calls will be reimbursed to Contractor as Reimbursable Costs. Owner will supply computers to Owner personnel.

Contractor shall provide office accommodation for:

- a. Up to a peak of ten (10) Owner personnel at Contractor's Houston home office, including two (2) reserved covered parking spaces.
- b. Up to total forty-five (45) Owner personnel at Stage 2 Site, including a reserved parking area.

3. ENGINEERING

3.1 Basis of Design

Owner shall be responsible for providing those items of information defined as "Rely Upon" in the Basis of Design and for providing to Contractor the information or items specified in <u>Attachment U</u>, subject to Contractor's obligation to provide information to Owner as specified in <u>Attachment U</u>.

In accordance with Section 4.8 of the Agreement, Owner shall remain fully responsible for the accuracy, completeness and sufficiency of such information.

All other information constituting the Basis of Design or otherwise required for performance of the Work shall be provided or developed by Contractor, as applicable, and Contractor shall be fully responsible for the accuracy, correctness and completeness thereof, and the provisions of Section 2.5A of the Agreement shall apply with respect to all such information provided or developed by Contractor or otherwise required for performance of the Work (other than the information, as specified in the preceding paragraph, which is the responsibility of Owner).

The following are excluded from the Work: (i) treatment of the Feed Gas upstream of Unit 11 including the complete removal of oil due to the operation of 00C-2402 Pipeline Gas Compressor; (ii) seismic measurement equipment except as specified for LNG Tank B; (iii) provisions at the property line for mitigation of thermal radiation, operational noise, and overpressure; and (iv) permanent building office furniture.

3.2 Applicable Codes and Standards

The Applicable Codes and Standards include (i) any codes and standards specifically mentioned in any provision of the Agreement or the Attachments as applicable to the Work; (ii) any codes or standards set forth or listed in any document listed in <u>Schedule A-2</u>; and (iii) those codes and standards of generally accepted practices, methods, techniques and standards employed by the international LNG industry constituting GECP, as specifically identified through detailed engineering.

3.3 Project Engineering Plan

Contractor shall produce a detailed project engineering plan ("*Project Engineering Plan*") for review by Owner within sixty (60) Days after Notice to Proceed. The Project Engineering Plan will provide a summary of the procedures, plans, and execution methodologies to be used by Contractor to develop the engineering design in accordance with the Applicable Codes and Standards and the requirements of the Agreement.

3.4 Engineering Design

3.4.1 General

In addition to any other engineering requirements specified in <u>Attachment A</u> or any other provision, Attachment or Schedule of the Agreement, the following services, Drawings, and Specifications, as a minimum, shall be provided by Contractor in respect of all engineering disciplines during engineering of the Stage 2 Liquefaction Facility:

- a. Completing the engineering design documents including the FEED Documents for the Stage 2 Liquefaction Facility, as required, which were developed by Contractor prior to the Contract Date;
- b. Developing new Drawings sufficient for procurement of materials and Equipment, installation, construction, manufacture, fabrication, commissioning, Start Up, testing, operation and maintenance of the Stage 2 Liquefaction Facility;
- c. Preparation of Equipment data sheets;
- d. Preparation of Drawings for the Stage 2 Liquefaction Facility and related Drawing list;
- e. Preparation of engineering material requisitions and purchase requisitions, and amendments as necessary up to record status;
- f. Technical evaluation for all Major Equipment;
- g. Review of vendor data, Drawings and other documentation for engineered Equipment;
- h. Detailed material take-offs and monitoring of material changes for all disciplines;
- i. Development of acceptance test requirements for all Major Equipment;
- j. Development and implementation of a plan for witnessing of factory acceptance tests at vendor's shops for all Major Equipment;
- k. Drawings control, vendor data and documentation control using a computer database utilizing Contractor's document control procedure;

- 1. Review of vendor's recommended spares for Equipment and prepare final recommended Operating Spare Parts List in accordance with Section 3.4 of the Agreement;
- m. Development of technical documents for Subcontracts;
- n. Provision of engineering support for procurement, construction and commissioning, including assistance to Subcontractors in the interpretation of technical requirements and Drawings;
- Preparation of mechanical catalogues and vendor data books;
- p. Provision of all Record Drawings and Specifications;
- q. Drawings required for tieins;
- Development of Equipment lists, instrument index, line lists;
- s. HAZOP review of P&IDs not previously conducted under the Stage 1 EPC Agreement;
- t. Safety Integrity Level (SIL) review to define safety levels of critical control and safety systems not previously completed, and safety systems required for tie-in requirements for Subproject 3 to Subproject 1 and Subproject 2.

3.5 [Not Used.]

3.6 Procurement and Material Control

3.6.1 General

The Project procurement plan will provide a summary of the procedures, plans, and execution methodologies to be used by Contractor for procuring Equipment, materials, goods and services within the Scope of Work ("*Project Procurement Plan*").

3.6.2 Project Procurement Plan

Contractor shall produce a Project Procurement Plan for review by Owner within ninety (90) Days after Notice to Proceed, and Owner will provide review comments within ten (10) Business Days after receipt. The Project Procurement Plan will address, at a minimum:

a. Inspection;

- b. Identification of planned Equipment FAT and attendance;
- c. Expediting;
- d. Supplier quality reports;
- e. Technical requirement compliance;
- f. Material control, marking, and certification;
- g. Packing, consolidation, importing;
- h. Transportation, handling, and storage;
- i. Warranties and guarantees; and
- j. Vendor servicemen.

3.6.3 Local Suppliers

Contractor shall give due consideration to local companies to provide materials and services, provided they are competitive in terms and price, proven quality, experience, expertise, service and delivery. Contractor will establish procedures to ensure appropriate consideration of local suppliers.

3.7 Bid Packages

Contractor shall be responsible for preparing and issuing bid packages or requests for proposals for materials, Equipment and services within the Scope of Work where required. Contractor shall receive the bids and perform the formal bid evaluations. Selection of such Subcontractors and execution of related Subcontracts shall comply with the requirements of Section 2.4 of the Agreement.

3.8 Transportation of Material and Equipment to Stage 2 Site

Contractor shall be fully responsible for the packaging, transportation, importation, preservation, and customs clearance of all Equipment to and from the Stage 2 Site, including all associated costs. To the extent Equipment is transported to the Stage 2 Site by vessels, Contractor shall only use vessels that are acceptable to the marine cargo insurance providers. All Equipment deliveries shall be made to the Stage 2 Site and not the Stage 1 Site, even if such Equipment will be incorporated into the Stage 1 Site, unless prior written approval for delivery to the Stage 1 Site is obtained from Owner if substantial completion of Subproject 2 has occurred..

3.9 Spare Parts

Contractor shall be responsible for obtaining vendor recommendations for spare parts and delivering such recommendations to Owner in accordance with Section 3.4 of the Agreement.

3.10 Reimbursable Purchases (Reimbursable Change Orders)

In the event that Owner specifically requests Contractor, by way of Change Order in accordance with Article 6 and <u>Schedule D-4</u> of the Agreement, to purchase an item which is not included in the Scope of Work on a cost-reimbursable basis ("*Reimbursable Change Order*"), the provisions of this Section 3.10 shall apply to such reimbursable purchases.

3.10.1 Inquiries

For reimbursable purchases valued over One Million U.S. Dollars (US\$1,000,000.00), to be purchased by Contractor under a Change Order, Contractor shall ensure all inquiries request sufficient information to support a complete commercial and technical evaluation, including nearest parts and service location. Inquiries shall be issued to vendors/subcontractors on the approved Subcontractors list set out in <u>Attachment</u> <u>G.</u> A sufficient number of qualified suppliers/subcontractors shall be invited to bid to ensure receipt of at least three (3) bona fide bids for reimbursable purchases unless otherwise agreed by Owner.

Contractor shall prepare all inquiries to ensure that the inquiry documentation is comprehensive and complete with all Drawings so that competitive bids received will require a minimum amount of conditioning.

3.10.2 Bid Evaluations

Contractor shall issue a complete technical and commercial bid evaluation with recommendations for award to Owner for review and agreement, prior to any award. Owner technical and administrative personnel will work with Contractor's staff in bid evaluations for all purchases of cost-reimbursable Equipment and other items.

3.10.3 Purchase Orders

Following bid evaluation and agreement on the selection of the vendor, Contractor shall issue a purchase order to the selected vendor. The purchase order shall include and confirm all factors considered in the inquiry and technical bid evaluation, and other relevant information and requirements.

3.10.4 Communications

Contractor shall give Owner in writing, at least ten (10) Business Days advance notice of proposed technical and logistics meetings and commercial negotiations for cost-reimbursable items between Contractor and vendors, together with date, time and subject of the meeting. Owner will indicate whether or not it will participate.

4. SUBCONTRACTS

4.1 General

Subject to the provisions of Sections 2.3 and 2.4 of the Agreement, Contractor shall engage Subcontractors as required to perform the Work and carry out Contractor's obligations under the Agreement.

4.2 Project Subcontract Plan

Contractor shall produce a detailed Subcontract plan ("*Project Subcontract Plan*") for review by Owner within ninety (90) Days after Notice to Proceed. The Project Subcontract Plan will provide the procedures, plans, and execution methodologies to be used by Contractor for bidding, evaluating, awarding, inspection, progress monitoring, technical requirement compliance, material controls, and expediting of Subcontracts.

4.3 Local Subcontractors and Sub-subcontractors

Contractor shall give due consideration to local companies to provide materials and services, provided they are competitive in terms and price, proven quality, experience, expertise, service and delivery. The Project Subcontract Plan shall indicate how Contractor intends to ensure appropriate consideration of local subcontractors.

4.4 Bid Packages

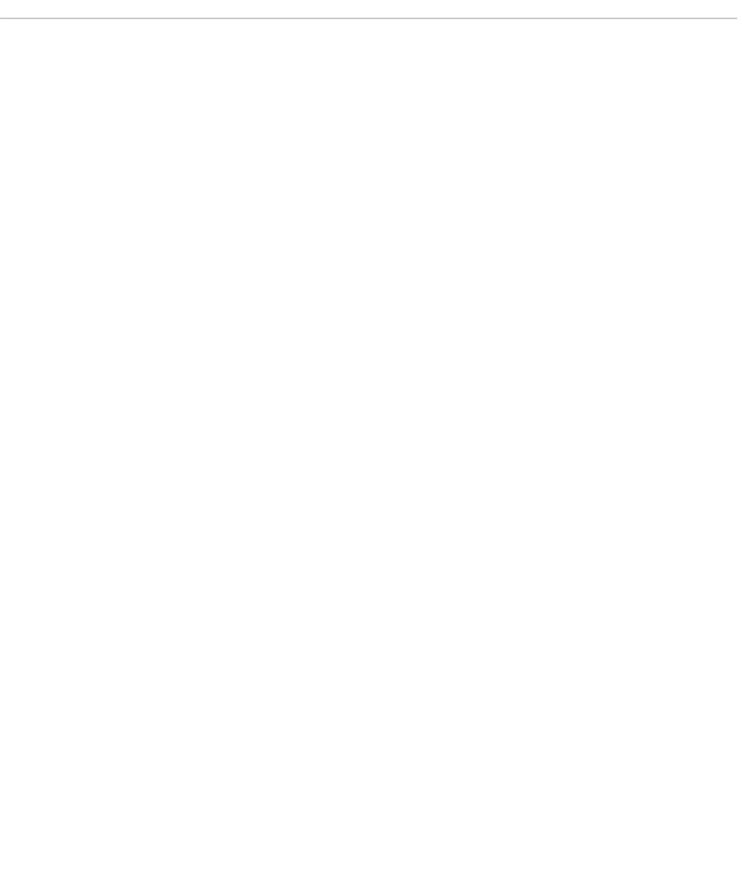
Contractor shall be responsible for preparing and issuing bid packages or request for proposals for Subcontracts. Selection of such Subcontractors and execution of related Subcontracts shall comply with the requirements of Section 2.4 of the Agreement.

5. CONSTRUCTION

5.1 General

Contractor shall produce a detailed construction plan ("*Project Construction Plan*") for review by Owner within ninety (90) Days after Notice to Proceed. Owner will provide comments within ten (10) Business Days following receipt. The Project Construction Plan will provide a summary of the procedures, plans, and execution methodologies to be used by Contractor for all management, controls, labor, supervision, consumables, tools, plant and Equipment necessary to construct, mechanically complete, test, and pre-commission the Stage 2 Liquefaction Facility. The Project Construction Plan will address the following:

- a. Construction procedures;
- b. Policies, rules and regulations for:
 - i. HSE;
 - ii. Personnel identification;
 - iii. Access to Stage 2 Site;
 - iv. Access to Off-Site Rights of Way and Easements;
 - v. Firearms, drugs, alcohol, animals, etc.;
 - vi. Access Equipment;
 - vii. Construction Permits;
 - viii. Parking;
 - ix. Vehicular access;
 - x. Personnel orientation; and
 - xi. Construction plant and Construction Equipment;



- c. Construction methodology;
- d. Tie-In plan including:
 - i. Activity description;
 - ii. Component of Stage 1 Liquefaction Facility impacted; and
 - iii. Component impact duration to Stage 1 Liquefaction Facility.
- e. Scaffolding and access equipment;
- f. Temporary roads;
- g. Work force training;
- h. Industrial relations;
- Public relations;
- j. Security;
- k. Transportation of Equipment;
- Construction dock;
- m. Utilities, chemicals, lubricants;
- n. Construction communication procedures;
- o. First fills;
- p. Punchlists;
- q. Close out; and

r. Demobilization.

5.2 Stage 2 Site Preparation

Contractor shall be responsible for carrying out Stage 2 Site preparation Work as defined in Basis of Design, including:

- a. Temporary and permanent roads;
- b. Top soil removal; and

c. Temporary and permanent drainage.

Suitable general fill material for use in areas without any foundations and under temporary facilities will be available from the 40AC borrow pit. Structural fill will be imported for use within the footprints of the LNG Train, under roads and under any soil supported foundations.

The Work excludes general improvements to off-Site infrastructure including improvements to La Quinta Road and/or La Quinta drainage ditch.

5.3 Scaffolding and Access Equipment

The Contractor shall provide a safe means of access to the Work at all times, including for purposes of inspections by Owner. Scaffolding must be substantial and appropriately designed for the job. The Contractor shall keep adequate records to demonstrate a system of regular inspection of scaffolds, by appropriately qualified personnel. Records shall also be maintained of calculations performed for load bearing scaffolds. Tags with inspection, and expiration shall be prominently displayed on all scaffolding.

5.4 Craneage and Lifting Equipment

The Contractor shall only employ craneage and lifting equipment that has been tested and which is fit for purpose. All crane operators and riggers shall be adequately trained and must be able to demonstrate that they hold the appropriate certification. The Contractor shall keep records of tests and certification of all lifting equipment, craneage and operators employed in the Work. Contractor shall comply with its internal rigging procedures for all lifting operations. Contractor will submit rigging plans for lifts exceeding fifty (50) tons, multiple crane lifts or lifts which are considered critical for review by Owner or Owner's designee.

5.5 Medical Facilities

The Contractor shall provide provisions for suitable first-aid facilities which shall be available to all personnel at the Stage 2 Site, including those employed by Owner, Subcontractors and visitors.

The first-aid facilities, as a minimum, shall include a fully equipped first-aid room capable of treating injuries that can be anticipated on a construction site. Contractor shall provide at least one qualified EMT or nurse on duty during the hours when construction Work is in progress at the Stage 2 Site. The Contractor shall also provide a program of training for first-aid personnel among the workforce

and establish an emergency response team, drawn from the medical and workforce first-aid personnel, to deal with serious Stage 2 Site accidents.

The Contractor shall produce for review by Owner within thirty (30) Days after Notice to Proceed, a plan detailing how emergency medical treatment will be administered. Such plan shall take into account capabilities of local hospital, medical facilities and emergency plan.

5.6 Sanitation

The Contractor shall provide adequate washing and latrine facilities for its workforce and for visitors permitted on the Stage 2 Site. These facilities shall be cleaned, disinfected, stocked with supplies and maintained regularly at all times and the disposal of sanitary waste shall conform to statutory requirements.

5.7 Housekeeping

The Contractor shall provide suitable receptacles and services to ensure that all scrap materials, debris and spoil generated by the Work, are collected regularly and properly disposed. Disposal of such materials outside the Stage 2 Site shall be to a properly licensed land fill or environmental waste subcontractor, in accordance with Applicable Law and Permits.

As soon as practicable after the completion of all Punchlist items, Contractor shall remove all Construction Equipment, construction trailers and other temporary facilities, and all other items brought onto the Stage 2 Site by Contractor, Subcontractors or Sub-subcontractors which are not the property of Owner, and remove from the Stage 2 Site and properly dispose of all scrap materials, debris and spoil. Contractor shall allow all temporary construction laydown areas to naturally revegetate, unless such areas are designated for wetland mitigation or other use by Owner that does not require such restoration.

5.8 Temporary Facilities

Until Substantial Completion of Subproject 3, Contractor, unless otherwise specified in <u>Attachment U</u>, shall provide all temporary facilities necessary for performance of the Work. The Work excludes any geotechnical study and/or topographical survey of the offsite temporary facilities areas. All temporary buildings, piping, cabling, communications equipment, storage facilities, fencing, gates, gas detection equipment, utilities, and the like above ground shall be removed on Substantial Completion of Subproject 3 or by lease expiration of the Offsite Rights of Way and

Easements, whichever occurs earlier. The underground portion of the temporary utilities will be cut-off just below grade, capped, and abandoned in place with as-built documentation provided. Crushed rock for the temporary facilities areas will be abandoned in place upon Substantial Completion of Subproject 3. Contractor shall be responsible for maintenance and repair of the following: (i) the heavy haul road on the Stage 1 Site, and (ii) other roads (including culverts) and bridges within, or used to access, the Site or the Off-site Rights of Way and Easements. Notwithstanding the preceding sentence, following substantial completion of Subproject 1 or substantial completion of Subproject 2 under the Stage 1 EPC Agreement, as applicable, Owner shall be responsible for maintenance and repair of those roads on the Stage 1 Site; *provided that*, to the extent Contractor, its Subcontractor or Sub-subcontractors damage such roads, Contractor shall be responsible for the repair of such road.

5.9 Health, Safety and the Environment (HSE)

Contractor shall comply with the requirements of the Agreement and <u>Attachment J</u> of the Agreement. Owner shall provide a waste generator identification number for regulated and hazardous waste generated at the Site and Off-Site Rights of Way and Easements and shall provide a signature for manifests for such waste removed from the Site and Off-Site Rights of Way and Easements. Contractor shall notify Owner prior to removal of such waste from the Site. The Work excludes construction noise mitigation other than the requirements within the Site to comply with OSHA.

5.10 Industrial Relations

The Contractor shall prepare and provide to Owner within ninety (90) Days following Notice to Proceed, its policies and plans for managing industrial relations at the Stage 2 Site, for review by Owner. Such policies and plans shall cover working hours, right to work policies, working patterns, shifts, disputes procedure, welfare facilities (catering, sanitary, wet weather gear, protective clothing etc.), training, wet weather working, holidays and any other relevant matters.

The Contractor shall report all disputes or potential disputes involving Contractor or Subcontractor employees to Owner Representative as soon as practicable after they occur. The Contractor will be expected to take a pro-active role in managing industrial relations among such employees at the Site.

5.11 Stage 2 Site Security

The Contractor shall be responsible at all times for security at the Stage 2 Site until Substantial Completion of Subproject 3. Fencing and monitoring by security personnel and devices shall be provided and maintained to prevent unauthorized access, theft, or damage to the Stage 2 Site. Contractor shall provide a licensed security guard service to secure the Stage 2 Site entrances, perimeter fencing and secure areas at all times and to carry out random searches of vehicles and personnel arriving or leaving the Liquefaction Facility Site. Adequate security lighting of the Stage 2 Site shall be provided. Contractor shall abide by Corpus Christi Liquefaction Terminal Security Policy while on the Stage 1 Site for (i) Subproject 1 after substantial completion of Subproject 1, and (ii) Subproject 2 after substantial completion of Subproject 2.

Contractor shall prepare within thirty (30) Days after Notice to Proceed a security plan for the Stage 2 Site for review by Owner, that shall address measures related to access to the Stage 2 Site by Owner, Contractor, Subcontractors, Sub-subcontractors and third parties, personnel identification, coordination with the Stage 1 Liquefaction Facility security policies, enforcement and compliance by all such Persons with the Stage 2 Site security policy. Contractor shall be responsible for implementing, executing, ensuring compliance with, and enforcing, such security plan.

5.12 Materials Handling, Control and Preservation

Contractor shall be responsible for developing and implementing a plan for all items of Equipment delivered to Stage 2 Site which will include and address the following obligations of Contractor as a minimum:

- a. Ensure that all materials are delivered to Stage 2 Site unless prior written approval of delivery to Stage 1 Liquefaction Facility is obtained from Owner;
- Receipt of all items including unloading, unpacking, inspection, storage and protection of same;
- c. Ensure that all materials are used correctly and no materials are substituted without Contractor's and Owner's agreement;
- d. Safekeeping, in accordance with the vendor/manufacturer guidelines/instructions for preservation of all Equipment on Site and ensuring that all materials are marked as being provided for the Work;

- e. Establishing and maintaining an adequate security system to control access to Equipment storage sites and prevent theft or other loss;
- f. Maintain records and account for all Equipment delivered and installed, and the remaining surplus and scrap for all Equipment;
- g. Maintain and provide to Owner upon request a critical items delivery report ("*Procurement Status Report*"), for Major Equipment and other critical items required for the Work;
- h. Development and implementation of a materials handling methods procedure for the movement of all Major Equipment and materials; and
- i. The inspection, care, preservation, and maintenance of materials and equipment.

5.13 Material Control Procedure

Contractor shall implement strict material control throughout all phases of the Work. Contractor shall submit to Owner for review within ninety (90) Days after Notice to Proceed, its proposed material control procedures for inclusion in the Project procedures manuals, which shall include Contractor's plans and procedures for the use of appropriate computer systems to manage material control and to provide Owner with periodic status reports regarding the control of Equipment, and it shall submit its procedures for these systems for Owner review.

5.14 Material Marking

All Equipment arriving on Stage 2 Site shall be inspected by Contractor to ensure that it is marked according to Project requirements, and purchase order instructions. The marking of each item will act as a cross-reference to associated documentation, Drawings and Work scope. Add additional slogan below the Cheniere logo on LNG Tank B.

5.15 Construction Utilities

5.15.1 Electrical

Contractor shall be responsible for provision of construction power facilities and payment for electrical consumption during construction until Substantial Completion of Subproject 3.

5.15.2 Potable Water

Contractor shall provide potable water and ice for the Stage 2 Site use, and ensure that a safe and plentiful supply of potable water and ice is available for all activities on the Stage 2 Site until Substantial Completion of Subproject 3. The water and ice for human consumption shall be of suitable quality.

5.15.3 Air

Until Substantial Completion of Subproject 3, Contractor shall provide instrument air for testing and operation and compressed air suitable for construction, testing and drying and any other purposes required in connection with performance of the Work.

5.15.4 Nitrogen

Until Substantial Completion of Subproject 3, Contractor shall provide all nitrogen as required for construction, testing, drying, purging and commissioning, including the Tanks.

5.15.5 Fuels, Lubricants & Service Fluids

Until Substantial Completion of Subproject 3, Contractor shall provide all necessary fuels, lubricants, catalysts, and service fluids required for all Equipment, except that Owner will supply Commissioning Feed Gas in accordance with Section 4.8 of the Agreement. Contractor shall provide suitable temporary storage of fuels, lubricants, and service fluids, including secondary containment where required.

5.16 First Fill Materials

Contractor shall supply and install all first fill lubricants, liquids, fuels, chemicals, mDEA, ethylene refrigerant, propane refrigerant and packings. First fill materials shall be stored in accordance with the manufacturer's instructions. Contractor shall provide lubricating oils, mDEA, and refrigerants from date of first fill, including changes and replenishments, until Substantial Completion of

Subproject 3. Provide Mobil oil DTE 832 for initial fill of all major refrigerant compressor lubrication oil reservoirs.

6. QUALITY MANAGEMENT

6.1 Quality Assurance Requirements

Contractor shall provide an integrated quality management group to operate the quality assurance, quality control and certification functions of the quality management system. The quality management group shall be independent from Contractor's construction, procurement and scheduling activities.

6.2 Project Quality Plan

Contractor shall produce a detailed Project-specific quality assurance and inspection plan ("*Project Quality Plan*") for Review by Owner within sixty (60) Days after Notice to Proceed. The Project Quality Plan shall define the Contractor organization and responsibilities of the quality management group personnel and shall detail the procedures the Contractor intends to use to manage and control those aspects of the Work which may affect the quality of the completed Project.

The Project Quality Plan shall meet the requirements of Section 3.18 of the Agreement, may be based on Contractor's standard quality assurance procedures, and shall, at a minimum, cover the following information:

- a. Project quality policy;
- b. Project quality objectives;
- c. Management responsibilities and duties of all key QA personnel;
- d. Quality assurance and quality control organization;
- e. A list and status of the procedures that will be employed on the Project. Program of internal, supplier, and Subcontractor audits;
- f. Documentation and certification control;
- g. Control of nonconforming products or processes and corrective actions;
- h. Design validation;
- i. Material traceability for all cryogenic materials; and

j. Witness points in accordance with Section 12.2 of the Agreement.

7. COMMISSIONING AND START UP

7.1 Introduction

Contractor will be responsible for carrying out the commissioning, Start Up, and testing of Equipment including conducting Performance and Commissioning Tests, as set forth in greater detail in <u>Attachment V</u>, <u>Attachment S</u>, and <u>Attachment T</u>. In addition, Contractor will be responsible for operation of the Stage 2 Liquefaction Facility through Substantial Completion of Subproject 3 (subject to Owner's rights under Section 11.7B of the Agreement). The Contractor shall have responsibility for the Equipment including upkeep, scheduled and preventative maintenance until Substantial Completion of Subproject 3; provided, however, Owner shall bear the cost of any of the foregoing incurred by reason of any Operations Activity required by Owner under Section 11.7B of the Agreement. Contractor shall provide all consumable and spare parts for commissioning and anticipated start up spare requirements, including all first fills, chemicals, and lubricants. Commissioning activities that must be completed prior to Start Up of Equipment, including, but not limited to, introduction of inert gas to oxygen-free the equipment and begin the drying out process.

Maintenance work during commissioning shall be the responsibility of Contractor. This work includes, but is not limited to, checking pipe hangers, supports, guides and pipe specialties for operating settings and making necessary adjustments. It also includes repair of any Equipment, piping, welding, assistance in cleaning temporary strainers, replacing filters and removal of any blinds as required.

7.2 Project Commissioning Plan

Contractor shall produce a detailed plan ("*Project Commissioning Plan*") for review by Owner. The Project Commissioning Plan shall list the procedures the Contractor intends to use to ensure that Equipment is brought through pre-commissioning, commissioning, Start Up, Performance Tests and Substantial Completion of each Subproject safely and in accordance with <u>Attachment V</u> of the Agreement. The Project Commissioning Plan will be implemented by Contractor, and address the following as a minimum:

a. Mechanical completion;

- b. Field testing;
- c. Ready for Start Up;
- d. Commissioning;
- e. Development of operating manuals;
- f. Development of maintenance manuals;
- g. Ready for Performance Testing;
- h. Performance Testing;
- Emissions and noise testing;
- j. Interface with the FERC and the Pipeline and Hazardous Materials Safety Administration ("*PHMSA*") as required in accordance with Section 9;
- k. Substantial Completion Punchlist of Subproject 3;
- l. Close-out; and
- m. Demobilization.

7.3 Operating and Maintenance Manuals

Contractor shall supply Start Up, operation, and maintenance manuals for review by the Owner in accordance with <u>Attachment V</u> of the Agreement. These Start Up manuals will include the sequence of activities that must be carried out in order to Start Up the Stage 2 Liquefaction Facility. The manuals shall incorporate the DOT Part 193 Operator Qualification and OSHA 1910 requirements that define the process safety management system.

7.4 Performance Tests

Contractor shall perform Performance Tests in accordance with Section 11.2 of the Agreement and Attachment S.

7.5 Operating Tests

Contractor shall conduct testing in accordance with <u>Attachment S</u> and the following operating tests to confirm the design meets the requirements of the Scope of Work. The procedures and acceptance criteria will be finalized by Contractor and reviewed by Owner prior to conducting the operating

tests. The operating tests will be conducted before or after the Performance Tests as agreed by the Parties.

7.5.1 ESD Tests

Emergency shutdown ("*ESD*") systems will be tested during precommissioning, commissioning or operation with LNG/Natural Gas in the system as follows. If unplanned inadvertent ESD trips occur during initial operations then the below corresponding ESD test will be deemed completed:

- a. LNG Tank B will be loaded to test the high level shutdown function; the test shall be conducted to verify liquefaction shutdown;
- b. ESD shutdown will be initiated to ensure that LNG Train 3 is shut down safely and in proper sequence during operation; and
- c. Power failure simulation shutdown will be initiated to ensure a safe, smooth shutdown sequence is achieved during LNG Train operation.

7.5.2 Commissioning Tests

Contractor shall perform Commissioning Tests in accordance with Attachment S.

7.6 Owner Operator Training

Contractor will provide training to Owner in accordance with Section 3.5 of the Agreement and Attachment V.

7.7 Vendor Training

Contractor shall coordinate vendor training in accordance with Section 3.5 of the Agreement and Attachment V.

7.8 Operations Activities Prior to Substantial Completion of Subproject 3

Contractor will operate the Stage 2 Liquefaction Facility in accordance with Section 11.7 of the Agreement. The Work excludes Contractor supply of strainers at the LNG Tanker.

8. PROJECT CONTROL

8.1 General

Contractor shall plan and program the Work and its resource requirements in accordance with the requirements of the Project Schedule.

8.2 Project Controls Plan

Contractor shall produce a detailed Project controls plan ("*Project Controls Plan*") for review by Owner within sixty (60) Days after Notice to Proceed. Owner will provide comments within ten (10) Business Days. The Project Controls Plan shall detail the procedures to be used by Contractor to maintain the scheduling, control, progress, Change Order control, and reporting of activities required for Substantial Completion of Subproject 3 to be achieved by the Guaranteed Substantial Completion Date of Subproject 3.

8.3 Program Reporting - Planning Network

The Work shall be planned, managed, monitored and controlled by use of an integrated critical path network planning system, derived from a work breakdown structure ("*WBS*").

8.4 CPM Schedule

Contractor shall produce a CPM Schedule in accordance with Section 5.4 of the Agreement that will be the reference schedule for the duration of the Project unless revised by Change Order approved by the Owner. The CPM Schedule shall be the Project baseline plan comprising a control network detailing all activities to be completed in a logical sequence and being in sufficient detail to identify key activities and restraints, interdependencies, interrelationships and resources required to control the Project.

The CPM Schedule shall:

- a. Be consistent with the Project Schedule, including NTP and the Guaranteed Substantial Completion Date for Subproject 3;
- b. Represent Contractor's best judgment as to how it shall complete the Work in compliance with the Project Schedule;
- c. Be a detailed graphic representation of all significant aspects of the Work showing Contractor's plans for performance of the Work;
- d. Comply with GECP;



- e. Indicate a level of detail sufficient for Contractor to plan, organize, direct, coordinate, perform and execute the Work, and for Owner to monitor the progress of the Work;
- f. Include separate activities for each significant portion of the Work including activities for mobilization, engineering, procurement, construction, commissioning, start up, testing, closeout and demobilization;
- g. Include the duration, early and late start dates, early and late finish dates;
- h. Show activity number, activity description, and responsible Person (i.e., Contractor, Subcontractor, or Sub-subcontractor) for each activity;
- i. Reflect logical relationships between activities with a reasonable duration for each activity, and show an uninterrupted critical path from LNTP No. 1 through First LNG Cargo, Substantial Completion of Subproject 3 and Final Completion; and,
- j. Indicate all Milestones to be used for progress payments. The initial CPM Schedule shall reflect the dates on the original Milestones progress payment schedule. Thereafter, at least once each quarter Milestones shall be re-scheduled in the CPM Schedule, if necessary, to reflect the current Schedule progress and updated projected Milestone dates. New Change Order Milestones, if any, shall be incorporated into the CPM Schedule at the quarterly CPM Schedule update. The quarterly CPM Schedules shall be submitted to Owner every quarter in both hardcopy and native electronic formats and shall meet and include all requirements of the CPM Schedule as specified in the Agreement.

8.5 Progress Measurement

The Contractor shall, until Substantial Completion of Subproject 3, develop and maintain systems and procedures for the measurement of progress against the CPM Schedule. The Contractor shall measure progress based on actual Work completed.

8.6 Meetings; Weekly Progress Meetings; Minutes

Periodic meetings shall be held as required for the purpose of keeping Owner fully informed of all aspects of the Work, and for reviewing execution plans, technical or financial concerns, progress



status and scheduling of the Work, remedial actions, quality concerns, safety concerns, interfaces, and Owner and Contractor plans for resolving issues.

Commencing with LNTP, weekly progress meetings will be held between Owner's Representative or his designee, and any other Persons designated by Owner, and Contractor's Key Personnel at the appropriate Stage 2 Site location, or as agreed by the Parties, Owner or Contractor home office. Owner and Contractor shall agree on dates, standardized reports and agenda for such meetings well in advance as the Work demands.

Minutes of all progress-related meetings (including weekly meetings) shall be prepared by Contractor (unless otherwise agreed by Owner) and sent to Owner in electronic format within five (5) Business Days following the meeting. The contents of the minutes shall be subject to review at the next weekly progress meeting. The format for the preparation of the minutes shall be mutually agreed at the first meeting. The minutes as a minimum should include decisions made, action item responsibilities and action dates and the results of assigned actions outlined in the previous minutes and shall be distributed to all attendees, Owner Representative, and in accordance with the document distribution matrix, to be developed during the Project execution.

8.7 Monthly Progress Reports

Commencing with LNTP, Contractor shall provide a written Monthly Progress Report to Owner no later than ten (10) Days after the end of each Month, and the Monthly Progress Report shall cover activities up through the preceding Month in which the Monthly Progress Report is issued. The Monthly Progress Report shall be provided in MS Word format. Contractor shall provide Owner with the number of copies of such reports and shall arrange for the distribution thereof as Owner may reasonably request.

Commencing with LNTP a progress meeting shall be held each Month by Contractor at the Stage 2 Site or at an alternate site mutually agreeable to Owner and Contractor and at a mutually agreeable time, for the purpose of reviewing with Owner the Monthly Progress Report issued during such Month.

Contractor shall provide Monthly Progress Reports in a form reasonably acceptable to Owner which will indicate, at a minimum:

 a. Narrative summary of progress;

- b. A description, as compared with the Project Schedule and CPM Schedule, of engineering, procurement, construction, commissioning, and testing status including actual percentage complete versus planned percentage complete, document status, significant activities accomplished during the reporting Month, significant activities planned for the current Month and current estimated dates on which First LNG Cargo and Substantial Completion for Subproject 3 shall be achieved;
- c. Summary of Milestones planned and actually completed during the covered Month;
- d. Change Orders pending and approved;
- e. Description of any problems (including any occurrence of which Contractor is aware that could reasonably be expected to increase the cost of the Project or delay Substantial Completion of Subproject 3 beyond the Substantial Completion Date) and summary of plans for resolution;
- f. A description of the status of the Contractor's Permits, including the dates of Contractor's applications submitted or to be submitted and the anticipated dates of actions by Governmental Instrumentalities with respect to such Permits;
- g. A description of reportable environmental, health and safety incidents as well as any unplanned related impacts, events, accidents, reported near misses or issues that occurred during the reporting period;
- h. A description of all safety and security issues;
- i. A description of quality assurance activities;
- j. Progress photos showing representative portions of the Stage 2 Site and the Work, including completed Milestones, with a description of the photograph and the date taken; and
- k. All applicable information reasonably required by FERC and other Governmental Instrumentalities as identified in Section 9.0.

8.8 Quarterly Executive Progress Reports

Commencing at LNTP, within fifteen (15) Days after the end of each quarter, Contractor shall provide Owner an executive progress report ("*Executive Progress Report*") suitable for presentation to Owner's executive management and shareholders in a form reasonably acceptable to Owner. These reports will be presented to Owner and discussed at a progress meeting to be held between Contractor Key Personnel and Owner Representative or his designee and any other Persons designated by Owner, every four Months. The Executive Progress Reports will include:

- a. Narrative summary of progress;
- b. Update of the status of the Project, including a high level summary schedule depicting current progress and projected First Cargo and Substantial Completion for Subproject 3;
- c. Progress photographs and other illustrations; and
- d. Description of any problems and summary of plans for resolution.

8.9 Contractor Deliverables

(See Attachment B, Contractor Deliverables)

9. CONTRACTOR INTERFACES

9.1 FERC Activities - Division of Responsibility

Owner is required to provide regular reports and other information to the FERC during design, construction, and operation of the Stage 2 Liquefaction Facility as outlined in FERC Authorization, and in the Code of Federal Regulations (CFR), Title 49 - Transportation; Part 191 -Transportation of Natural and Other Gas by Pipeline; Annual Reports, Incident Reports, and Safety Related Condition Reports, and Part 193 -Liquefied Natural Gas Facilities: Federal Safety Standards. The Stage 2 Liquefaction Facility will also be subject to regular inspections by FERC staff, and routine monitoring by Owner. Contractor shall assist Owner for interfaces with FERC, including those specifically noted in the Division of Responsibility Matrix below:

FERC Permit overall responsibility P Note 1 Refer to Owner Permits, Attachment Q. Note 1 - Contractor is responsible for construction and commissioning related Permits,) refer to Attachment P). FERC coordination during Project execution P S Department of Transportation ("DOT") drug testing program S P FERC compliance and inspection during Project execution P S	FERC Activity	Owner	Contractor	Remarks
FERC coordination during Project execution P S Department of Transportation ("DOT") drug testing program S P during construction. P S	FERC Permit overall responsibility	Р	Note 1	Refer to Owner Permits, Attachment Q.
Department of Transportation ("DOT") drug testing program S P during construction.				
during construction.	FERC coordination during Project execution	Р	S	
FERC compliance and inspection during Project execution P S		S	Р	
· ·	FERC compliance and inspection during Project execution	Р	S	
 (a) Owner's Monthly Report (b) Support FERC and DOT inspection visits (c) Environmental inspector's weekly reports concerning construction activities (d) Provide required Project and commissioning data (e) Update FERC permit data (f) FERC and DOT technical reviews and occasional meetings (g) FERC witness of tests such as tank foundation, hydro test, Start Up and commissioning etc. (h) Address FERC compliance issues (i) Provide date for FERC conditions 	 (b) Support FERC and DOT inspection visits (c) Environmental inspector's weekly reports concerning construction activities (d) Provide required Project and commissioning data (e) Update FERC permit data (f) FERC and DOT technical reviews and occasional meetings (g) FERC witness of tests such as tank foundation, hydro test, Start Up and commissioning etc. (h) Address FERC compliance issues 			
Submit final report to FERC P S	Submit final report to FERC	Р	S	
Obtain FERC Authorization, including compliance with P S The FERC Authorization is required to site, construct and operate the Liquefaction Facility		Р	S	1 ,
FERC's authorization to commence operation P S	FERC's authorization to commence operation	Р	S	

FERC Activity	Owner	Contractor	Remarks
Start-up and commissioning coordination with FERC	Р	S	Owner responsible for Feed Gas supply, shipping and logistics, and bi-directional Pipeline.
FERC requirement for Project Books and Records to b maintained three years after Final Completion	e P	Note 2	Note 2 - Contractor to turn over Project records at the earlier of expiration of the Defect Correction Period or termination of the Agreement.
Response to FERC issued conditions requiring implementation plans	n P	S	Owner to identify actions and timeline for response support.

Legend:

P = Primary responsibility

S = Contractor support

9.2 FERC Required Reports

Owner is required to provide regular reports and other information to the FERC during design, construction, and operation of the Stage 2 Liquefaction Facility and associated modifications to the Stage 1 Liquefaction Facility. The Stage 2 Liquefaction Facility and associated modifications to the Stage 1 Liquefaction Facility will also be subject to regular inspections by FERC staff and routine monitoring by inspectors. Contractor shall assist Owner with all interfaces with FERC as follows:

- a. Operation and maintenance procedures and manuals, as well as emergency plans and safety procedure manuals, shall be filed with the FERC prior to commissioning operations. Contractor is responsible for developing these documents, including changes recommended by the FERC, and resubmitting these documents to Owner as required;
- b. The FERC staff shall be notified of any proposed revisions to the security plan and physical security of the Stage 2 Liquefaction Facility prior to commissioning. Contractor shall assist Owner in the development of these plans, and shall advise Owner if changes to the design or construction of the Stage 2 Liquefaction Facility may impact these plans;

- c. Progress on the Project shall be reported in monthly reports submitted to the FERC. Details should include a summary of activities, problems encountered and remedial actions taken, and HSE incidents. The Monthly Progress Report described in Section 8.7 shall be formatted so that the required information can be easily extracted by Owner and sent to the FERC;
- d. Problems of significant magnitude shall be reported to the FERC on a timely basis. Additional Stage 2 Site inspections and technical reviews will be held by FERC staff prior to commencement of operation. Contractor shall cooperate with Owner at all times in this regard and report any such problems to Owner immediately, and in all cases within twenty-four (24) hours;
- e. The Stage 2 Liquefaction Facility and associated modifications to the Stage 1 Liquefaction Facility shall be subject to regular FERC staff technical reviews and Stage 2 Site inspections on at least a biennial basis or more frequently as FERC dictates. Prior to each FERC staff technical review and Stage 2 Site inspection, the Owner will respond to a specific data request including information relating to possible design and operating conditions that may have been imposed by other agencies or organizations. This shall include provision of up-to-date detailed piping and instrumentation diagrams reflecting modifications and provision of other pertinent information not included in the semi-annual reports described below, including events that have taken place since the previously submitted annual report. Contractor shall assist Owner with these FERC reviews, requests, inspections, and reports as required;
- f. Semi-annual operational reports shall be filed with the FERC to identify modifications to Stage 2 Liquefaction Facility design and operating conditions, abnormal operating experiences, activities (including ship arrivals, quantity and composition of imported LNG, vaporization quantities, boil-off/flash gas, etc.), including future plans and progress thereof. Abnormalities should include, but not be limited to: unloading/shipping problems, potential hazardous conditions from offsite vessels, Tank stratification or rollover, geysering, Tank pressure excursions, cold spots on the Tanks, Tank vibrations and/or vibrations in associated cryogenic piping, Tank settlement, significant equipment or instrumentation malfunctions or failures, non-scheduled maintenance or repair (and reasons therefore), relative movement of Tank inner vessels, vapor or liquid releases,

fires involving Natural Gas and/or from other sources, negative pressure (vacuum) within a Tank and higher than predicted Boil-Off rates. Adverse weather conditions and the effect on the Project also should be reported. Reports should be submitted within forty-five (45) Days after each period ending June 30 and December 31. In addition, a section entitled "Significant plant modifications proposed for the next 12 months (dates)" also shall be included in the semi-annual operational reports. Such information would provide the FERC staff with early notice of anticipated future construction/maintenance projects at the Stage 2 Liquefaction Facility and Stage 1 Liquefaction Facility. Contractor shall assist Owner with any semi-annual operational reports that may be due during the period before Substantial Completion of such Subproject or modification to the Stage 1 Liquefaction Facility;

- g. Significant non-scheduled events, including safety-related incidents (i.e., LNG or Natural Gas releases, fires, explosions, mechanical failures, unusual over pressurization, and major injuries) shall be reported to FERC staff within forty-eight (48) hours. In the event an abnormality is of significant magnitude to threaten public or employee safety, cause significant property damage, or interrupt service, notification shall be made immediately, without unduly interfering with any necessary or appropriate emergency repair, alarm, or other emergency procedure. This notification practice shall be incorporated into the Stage 2 Liquefaction Facility's emergency plan. Contractor shall report all such incidents to Owner immediately, and in all cases within twenty-four (24) hours, and develop for Owner any such reports that may be required during the period before Substantial Completion of such Subproject. Examples of reportable LNG-related incidents include:
 - i. Fire;
 - ii. Explosion;
 - iii. Property damage exceeding \$10,000;
 - iv. Death or injury requiring hospitalization;
 - v. Free flow of LNG for five minutes or more that results in pooling;
 - vi. Unintended movement or abnormal loading by environmental causes, such as an earthquake, landslide, or flood, that impairs the serviceability, structural integrity, or reliability of the Stage 2 Liquefaction Facility;

- vii. Any crack or other material defect that impairs the structural integrity or reliability of Equipment that contains, controls, or processes Natural Gas or LNG;
- viii. Any malfunction or operating error that causes the pressure of a pipeline or Equipment that contains or processes Natural Gas or LNG to rise above its maximum allowable operating pressure (or working pressure for LNG facilities) plus the build-up allowed for operation of pressure limiting or control devices;
- ix. A leak in Equipment that contains or processes Natural Gas or LNG that constitutes an emergency;
- x. Inner tank leakage, ineffective insulation, or frost heave that impairs the structural integrity of any tank;
- Any safety-related condition that could lead to an imminent hazard and cause (either directly or indirectly by remedial action of the operator), for purposes other than abandonment, a twenty (20) percent reduction in operating pressure or shutdown of operation of a pipeline or an Equipment that contains or processes Natural Gas or LNG;
- xii. Safety-related incidents to LNG trucks or LNG vessels occurring at or in route to and from the Stage 2 Liquefaction Facility; and
- xiii. The judgment of the LNG personnel and/or management even though it did not meet the above criteria or the guidelines set forth in the Stage 2 Liquefaction Facility's incident management plan.

In the event of an incident, the FERC has authority to take whatever steps are necessary to ensure operational reliability and to protect human life, health, property or the environment, including authority to direct the Stage 2 Liquefaction Facility to cease operations. Following the initial notification to Owner, FERC staff will determine the need for Owner to file a separate follow-up report or follow-up in the upcoming semi-annual operational report. All follow-up reports should include investigation results and recommendations to minimize a reoccurrence of the incident. Contractor shall develop for Owner any such reports that may be required if the incident happened before Substantial Completion of Subproject 3.

Owner has overall responsibility for the FERC permit application, coordination with FERC, and coordination and management of compliance issues. Contractor is responsible for executing the

Scope of Work in a manner that is in full compliance with the FERC Order and associated conditions. Contractor will support Owner in providing required clarifications to FERC. Any (i) FERC related support provided by Contractor exceeding five hundred (500) man hours or (ii) additional Work required by FERC that is not contemplated in this Scope of Work, shall be subject to a Change Order to the extent such excess support or additional Work adversely impacts (a) Contractor cost of performance of the Work; (b) Contractor's ability to perform the Work in accordance with the Project Schedule; or (c) Contractor's ability to perform any obligation under the Agreement.

Notwithstanding the foregoing, Contractor shall not contact or otherwise engage in communications with FERC and other Governmental Instrumentalities regarding the Project without Owner's involvement.

9.3 U.S. Department of Transportation

Owner is required to provide regular reports and other information to the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration ("PHMSA") during the design, construction, modification, and operation of the Stage 1 and Stage 2 Liquefaction Facilities. Contractor shall assist Owner with all PHMSA interfaces between the Stage 1 and Stage 2 Liquefaction Facilities, including coordination of site inspections to be conducted by PHMSA staff.

9.4 Requirements of Department of Homeland Security

9.4.1Facility Security Plan

Owner is subject to the requirements found in 33 CFR Part 105, and will develop a facility security plan ("Facility Security Plan" or "FSP"). Contractor shall assist Owner in the revision of the FSP as required, and will structure all training programs for Owner to comply with this FSP. Applicable Contractor personnel shall also be trained to comply with this FSP for the period up to Substantial Completion of Subproject 3.

9.4.2Facility Security

Assessment

Owner may be required to develop a revised facility security assessment ("*Facility Security Assessment*" or "*FSA*") which address "response procedures for fire or other emergency response conditions" (33 CFR 105.305(a)(2)). The US Coast Guard also requires an emergency manual for LNG terminals in accordance with 33 CFR 127.307. The emergency manual will be prepared and submitted to the COTP, along with the operations manual required by 33 CFR 127.305, for approval before the Stage 2 Liquefaction Facility can be placed in service. Contractor shall assist Owner in the development of this FSA and emergency manual.

9.5 Environmental Mitigation

Owner is responsible for wetlands mitigation required by Permits, Applicable Law or Governmental Instrumentalities to be performed on or off the Stage 2 Site. Contractor shall cooperate to ensure the mitigation is accomplished expeditiously and with minimum interference.

9.6 Landowner Access

Landowners shall be provided access in accordance with Section 3.24 of the Agreement.

Schedule A-2

FEED Documents

Contractor initially performed front end engineering design ("*FEED*") for the Project under the Technical Services Agreement dated December 21, 2011, and later executed work under the Stage 1 EPC Agreement and services under the Technical Services Agreement dated June 23, 2017, which resulted in the submittal by Contractor to Owner of the documents that are listed in Table A-1 of this <u>Attachment A</u>, <u>Schedule A-2</u> ("*Stage 2, Stage 1 and FEED Documents*") and which are incorporated by reference into this Agreement and form a part of the Scope of Work. Table A-2 of this <u>Attachment A</u>, <u>Schedule A-2</u> sets forth certain documents ("*Stage 1 Duplication Documents*") which are also incorporated by reference into this Scope of Work as further described in Table A-2.

The Stage 2, Stage 1, and FEED Documents generally reflect the Work required to be performed by Contractor under the Agreement, but do not reflect all Work required to be performed under the Agreement. Contractor may change the Stage 2, Stage 1, and FEED Documents (except the Basis of Design, Scope of Facilities, Codes and Standards Specification and those documents defining the Reimbursable Cost Work) as necessary to meet the MAC, Performance Guarantee and other requirements of the Agreement (including GECP); provided that, under no circumstances shall such changes involve a change in the Stage 2 Liquefaction Facility layout, change in the requirements of <u>Schedule A-1</u>, deletion of or material change to the previously Owner-approved tagged Equipment, reduction of quality in any portion of the Work, change that adversely impacts the safety, performance or materials of construction, or a change that adversely impacts the operability or maintenance of the Stage 2 Liquefaction Facility, Stage 1 Liquefaction Facility, supported by Owner in writing. With respect to plans that Contractor is required to develop under <u>Attachment A</u> (e.g. Project Execution Plan, Project Engineering Plan, etc.), Contractor may update or deviate from such plans without Owner's approval (except for those plans under <u>Attachment A</u> that are subject to the Owner's approval (as specified under <u>Attachment B</u>). Any deviation in accordance with the immediately preceding sentence shall not constitute a Defect or a breach of this Agreement.

To the extent there are any conflicts or inconsistencies between the Stage 2, Stage 1, and FEED Documents and any provision or requirement in the remainder of <u>Attachment A</u>, <u>Schedule A-1</u>, then priority shall be according to Section 1.4 of <u>Attachment A</u>, <u>Schedule A-1</u>. Without limiting the prior sentence, nothing in the Stage 2, Stage 1, and FEED Documents shall reduce or limit Contractor's obligations or liabilities under the Agreement.

TABLE A-1

STAGE 2, STAGE 1 AND FEED DOCUMENTS

For those documents set forth in Table A-1 which were developed during the FEED, such documents include the scope of work for the Stage 1 Liquefaction Facility. Drawing 25744-400-P1-00-00023, "Work Breakdown Structure Stage 1 / Stage 2," delineates the breakdown between the Stage 1 Liquefaction Facility and the Stage 2 Liquefaction Facility. In the event of any conflict, ambiguity, or inconsistency within the FEED documents regarding the proper placement of a scope item resulting from such breakdown, such scope item shall be considered part of the Stage 2 Liquefaction Facility; provided, however, the resolution of such conflict, ambiguity, or inconsistency shall not in any way affect the Stage 1 EPC Agreement (including the scope of work for the Stage 1 EPC Agreement). Subject to the terms of the Agreement, including <u>Attachment A</u>, the Equipment and materials include LNG Train 3, LNG Tank B and the east berth topsides.

Title	Sub Title	Document Number	Rev	Description
SCOPE DEFINITION		25744-400-P1-00-00023	00A	Work Breakdown Structure Stage 1 / Stage 2
BASIS OF DESIGN (BOD) SUMMARY		25959-100-3BD-M04-00002	001	Basis of Design Data
BASIC ENGINEERING DESIGN DATA (BEDD)		25959-100-3BD-M04-00001	001	Basic Engineering Design Data
SCOPE OF FACILITIES		25959-100-G01-000-00001	001	Scope of Facilities
		Seismic and Tsunami Hazard Report	7-Aug-12	Seismic and Tsunami Hazard Evaluations for the LNG Export Facility in Corpus Christi, Texas
		25889-100-P1K-00-10021	00B	Site Plan Existing Buried Items
LIST OF CODES AND STANDARDS		25889-100-3DS-G01-00001	000	Codes and Standards
DISCIPLINE DESIGN BASIS	Civil Structural and Architectural	25889-100-3DR-C04F-00001	001	Design Criteria for Civil Sitework
		25889-100-3DR-S04F-00001	000	Design Criteria for Structures and Foundations
	Control Systems Design Philosophy	25889-100-3DR-J04F-00001	000	Control Systems Design Criteria (Instrument and Control Philosophy)

Title	Sub Title	Document Number	Rev	Description
	Electrical and Telecommunication	25889-100-3DR-E12F-00001	001	Design Criteria for Electrical Systems Design and Installation
		25889-100-3DR-E12F-00002	005	Design Criteria For Telecommunications
	Geotechnical and Hydraulic	25889-100-3DR-K04-00002	001	Geotechnical Design Criteria for Foundations - LNG Tanks
	Plant Design & Piping	25889-100-3DR-P04F-00001	000	Plant Design and Piping Layout and Design Criteria
	Process Design Basis	25889-100-3DR-V04F-00001	002	General Specification for Process Design Basis
		25889-100-3DR-V04F-00002	000	Specification for Relief System Design Basis
	Process Safety Design Basis	25889-100-3DR-U04F-00001	002	Process Safety Design Basis
FIRE WATER LOCATION PLANS (NON CONFIDENTIAL)		25889-100-U1-00-10005	004	Firewater Location Plan - OSBL - LNG Loading Berth East Jetty
FIRE WATER LOCATION PLANS (CONFIDENTIAL)		25889-100-U1-31-10001	004	Firewater Location Plan - ISBL - Train 1
FIRE AND SAFETY EQUIPMENT LOCATION PLANS (NON CONFIDENTIAL)		25889-100-U2-00-10001	006	Fire and Safety Equipment Location Plan - OSBL - LNG Storage Tanks
		25889-100-U2-00-10005	003	Fire and Safety Equipment Location Plan - OSBL - Process Flares and LNG Loading Berth East Jetty
FIRE AND SAFETY EQUIPMENT LOCATION PLANS (CONFIDENTIAL)		25889-100-U2-31-10001	003	CoP Level III Confidential - Fire and Safety Equipment Location - ISBL Process Area 31 - Liquefaction Train 1
		25889-100-U2-31-10002	003	CoP Level III Confidential - Fire and Safety Equipment Location - ISBL Process Area 31 - Liquefaction Train 1

Title	Sub Title	Document Number	Rev	Description
		25889-100-U2-31-10003	002	CoP Level III Confidential - Fire and Safety Equipment Location - ISBL Process Area 31 - Liquefaction Train 1
FIRE AND GAS DETECTION LOCATION PLANS (NON CONFIDENTIAL)		25889-100-U3-00-10001	006	Fire and Gas Detection Location Plan - OSBL - LNG Storage Tanks
		25889-100-U3-00-10005	006	Fire and Gas Detection Location Plan - OSBL - Process Flare and LNG Loading Berth East Jetty
FIRE AND GAS DETECTION LOCATION PLANS (CONFIDENTIAL)		25889-100-U3-31-10001	004	CoP Level III Confidential - Fire and Gas Detection Location Plan ISBL Process Area 31 Train 1
		25889-100-U3-31-10002	003	CoP Level III Confidential - Fire and Gas Detection Location Plan ISBL Process Area 31 Compressor Area
		25889-100-U3-31-10003	004	CoP Level III Confidential - Fire and Gas Detection Location Plan ISBL Process Area 31 Acid Gas Removal Area
		25889-100-U3-31-10004	004	CoP Level III Confidential - Fire and Gas Detection Location Plan ISBL Process Area 31 Inlet Gas and Refrigeration Area
		25889-100-U3-31-10005	003	CoP Level III Confidential - Fire and Gas Detection Location Plan ISBL Process Area 31 Molecular Sieve and Hot Oil Area
PROJECT TECHNICAL SPECIFICATIONS	Civil Structural and Architectural	25889-100-3PS-AKBS-F0001	004	Specification for Permanent Plant Buildings
		25889-100-3PS-CG00-F0001	001	Specification for Site Preparation and Earthwork
		25889-100-3PS-CP01-F0001	000	Specification for Drilled Piers
		25889-100-3PS-CS00-F0001	001	Specification for Road Construction
		25889-100-3PS-CY04-F0001	000	Specification for Survey
		25889-100-3PS-CY10-F0001	001	Specification for Fencing and Gates

Title	Sub Title	Document Number	Rev	Description
		25889-100-3PS-DB01-F0001	002	Specification for Furnishing and Delivering Ready-Mix Concrete
		25889-100-3PS-DB01-F0002	000	Specification for Grout and Adhesives Materials and Installations
		25889-100-3PS-DB02-F0001	000	Specification for Concrete Work
		25889-100-3PS-DG01-F0001	000	Specification for Furnishing and Fabricating Reinforcing Steel
		25889-100-3PS-SS01-F0001	000	Specification for Furnishing Structural Steel, Miscellaneous Steel and Joists
		25889-100-3PS-SS02-F0001	000	Specification for Erection of Structural Steel and Miscellaneous Steel
		25889-100-3PS-SY01-F0001	000	Specification for Material Testing Services
	Control Systems Specification	25889-100-3PS-JA32-F0001	001	Project Specification for Packaged Analyzer System
		25889-100-3PS-JD01-F0001	000	Specification for Distributed Control System (DCS)
		25889-100-3PS-JD03-F0001	000	Specification for Safety Instrumented System (SIS)
		25889-100-3PS-JL23-F0001	002	General Specification - Instrumentation for LNG Tank Gauging
		25889-100-3PS-JQ00-F0003	001	Specification for Wiring for Instruments and Computers
		25889-100-3PS-JQ05-F0001	000	Specification for Fire and Gas Detection System
		25889-100-3PS-JQ07-F0001	000	Specification Instrumentation for Packaged Systems
		25889-100-3PS-JQ07-F0002	000	Project Specification for Instrumentation for LNG Refrigeration Compressor Package
		25889-100-3PS-JQ10-F0001	001	Specification for Instrument Piping Materials
		25889-100-3PS-JV00-F0001	000	Testing Actuated Valves for Cryogenic Service (Control and On-Off Valves)
		25889-100-3PS-JV01-F0001	000	Project Specification for Control Valves and Regulators
		25889-100-3PS-JV09-F0001	000	Project Specification for On-Off and ESD Valves
	Electrical and Telecommunication	25889-100-3PS-E00X-F0001	001	Specification for Electrical Equipment Testing and Commissioning

Title	Sub Title	Document Number	Rev	Description
		25889-100-3PS-EBB8-FP001	000	*** Approved Comments And Exceptions To Project Specifications Cable Bus
		25889-100-3PS-ECM1-F0001	000	Specification for Low Voltage AC Motor Control Centers
		25889-100-3PS-ECM3-F0001	000	Specification for Medium Voltage Motor Control Centers
		25889-100-3PS-ED00-F0001	000	Specification for D.C. Equipment
		25889-100-3PS-EEC0-F0001	002	Specification for CCTV System
		25889-100-3PS-EFD0-F0001	001	Specification for Local Area Network System
		25889-100-3PS-EFP0-F0001	001	Specification for Public Address and General Alarm System
		25889-100-3PS-EFR0-F0001	001	Specification for Plant Radio System
		25889-100-3PS-EFR6-F0001	001	Project Specification for Marine Radio System
		25889-100-3PS-EFV0-F0001	000	Specification for Telephony System
		25889-100-3PS-EFY0-F0001	000	Specification for Telecommunications Cabling - Installation and Testing
		25889-100-3PS-EGR2-F0001	000	Specification for Neutral Grounding Resistors
		25889-100-3PS-EH00-F0001	000	Specification for Electric Heat Tracing
		25889-100-3PS-EKL0-F0001	000	Specification for Packaged Substations
		25889-100-3PS-EKP0-F0001	000	Specification for Electrical Requirements for Packaged Equipment
		25889-100-3PS-ESL1-F0001	000	Specification for Low Voltage Metal Enclosed Switchgear
		25889-100-3PS-ESM1-F0001	001	Specification for Medium Voltage Metal-Clad Switchgear
		25889-100-3PS-ETP0-F0001	001	Specification for Unit Substation Transformers
		25889-100-3PS-EUY0-F0001	000	Specification for Uninterruptible Power Supply (UPS) Systems
		25889-100-3PS-EWE1-F0001	000	Specification for Cable - Low Voltage
		25889-100-3PS-EWG1-F0001	000	Specification for Power Cable - Medium Voltage

Title	Sub Title	Document Number	Rev	Description
		25889-100-3PS-MUMI-F0001	000	Specification for Induction Motors NEMA Frame (200HP and Smaller)
		25889-100-3PS-MUMI-F0002	000	Specification for Large Induction Motors NEMA Frame (250HP and Larger)
	Mechanical	25889-100-3PS-CM00-F0001	001	Specification for Gangway Tower and Fire Monitor Tower
		25889-100-3PS-M83F-00001	002	Supplementary HVAC Specification for Prefabricated Substation Buildings
		25889-100-3PS-MBE0-F0001	000	Specification for Waste Heat Recovery Unit
		25889-100-3PS-MCCR-F0001	000	Specification for LNG Refrigeration Compressor
		25889-100-3PS-MCCS-F0002	000	Specification for API Dry Gas Seal Systems
		25889-100-3PS-MCCS-F0003	000	Specification for API Lubrication Systems
		25889-100-3PS-MCCS-F0004	000	Specification for Integrally Geared Regeneration Gas Compressors
		25889-100-3PS-MEA0-F0001	001	Specification for Air Cooled Heat Exchangers
		25889-100-3PS-MES0-F0001	000	Specification for Shell and Tube Heat Exchangers
		25889-100-3PS-MEP0-F0001	001	Specification for Welded Plate Heat Exchangers
		25889-100-3PS-MHLM-F0001	001	Specification for LNG Transfer Arms
		25889-100-3PS-MJKG-F0002	001	Specification for Compressor Bridge Cranes
		25889-100-3PS-MPCA-F0001	001	Specification for Horizontal End Suction Centrifugal Pumps for Chemical Process
		25889-100-3PS-MPCA-F0002	001	Specification for Vertical Inline Centrifugal Pumps for Chemical Process
		25889-100-3PS-MPCP-F0001	001	Specification for Centrifugal Pumps for Petroleum - Petrochemical and Natural Gas Industries
		25889-100-3PS-MPPM-F0001	000	Specification for Controlled Volume (Metering) Pumps
		25889-100-3PS-MPPM-F0002	001	Specification for Controlled Volume Pumps for Wash Water Service
		25889-100-3PS-MPVE-F0001	000	Specification for Vertical Sump Pumps
		25889-100-3PS-MPVS-F0001	000	Specification for LNG Cryogenic Pumps

Title	Sub Title	Document Number	Rev	Description
		25889-100-3PS-MTD0-F0001	000	Project Specification for LNG Storage Tanks
		25889-100-3PS-MTF5-F0001	001	Specification for Welded Steel Atmospheric Pressure Storage Tanks
		25889-100-3PS-MUC0-F0001	000	Specification for Special Purpose Couplings
		25889-100-3PS-MUGS-F0001	000	Specification for Special Purpose Gear Units
		25889-100-3PS-MUTC-F0001	002	Specification for Gas Turbine Drives
		25889-100-3PS-MUTC-F0003	001	Specification for Gas Turbine Enclosures
		25889-100-3PS-MV00-F0001	000	Specification for Pressure Vessels
		25889-100-3PS-MVD0-F0001	000	Specification for Molecular Sieve Dehydrators
		25889-100-3PS-MVT0-F0001	001	Specification For Supply - Inspection and Testing of Process Column Trays and Internals
	MET	25889-100-3PS-EQ00-F0001	000	Specification for Cathodic Protection
		25889-100-3PS-NE00-F0003	000	Project Specification for Material Traceability for Hydrocarbon Services
		25889-100-3PS-NE00-F0004	000	Performance of Ultrasonic Examination in Lieu of Radiographic Examination for ASME Butt Welds
		25889-100-3PS-NEX0-F0001	002	Form 167 - Welding and NDE Matrix for Shop Fabricated Piping
		25889-100-3PS-NF00-00003	001	Standard Specification for Hydrotest Water Quality and Drying
		25889-100-3PS-NF00-F0001	001	Fireproofing
		25889-100-3PS-NF00-F0002	000	Proprietary Cementitious Fireproofing
		25889-100-3PS-NN00-F0001	000	Hot Insulation
		25889-100-3PS-NN00-F0002	001	Cold Insulation
		25889-100-3PS-NN00-F0003	001	Specification for Removable Thermal Insulation Covers for Hot Piping and Equipment
		25889-100-3PS-NN00-F0006	001	Specification for Acoustic Insulation
		25889-100-3PS-NW00-F0001	000	General Welding and NDE Requirements for Vessels - Heat Exchangers - Fired Heater Coils - Boilers and Compressors
		25889-100-3PS-NW00-F0003	000	General Welding and NDE Requirements for Supplier-Fabricated Piping and Piping Field Welds

Title	Sub Title	Document Number	Rev	Description
		25889-100-3PS-NW00-F0004	000	General Welding and NDE Requirements for Shop Fabricated and Field Erected Storage Tanks
		25889-100-3PS-NW00-F0005	000	General Welding and NDE Requirements for Supplier Fabricated and-or Field Erected Structural Steel
		25889-100-3PS-NW00-F0006	000	Specification for Welding and NDE of LNG Storage Tanks
		25889-100-3PS-NX00-F0001	002	Specification for Protective Coatings (Paint)
		25889-100-3PS-NX00-F0002	000	Coating In-Plant - Buried Pipe
		25889-100-3PS-NX00-F0003	000	Project Specification for Epoxy Lining of Tanks
		25889-100-3PS-NWP0-F0022	000	Specification for Bonding and Inspection for Non- Metallic Piping
		25889-100-3PS-NLLG-F0003	000	Specification for Novolac Epoxy Fiberglass Mat Reinforced Lining for Concrete
	Plant Design and Piping	25889-100-3PS-FB01-FI001	000	*** Approved Comments and Exceptions to Project Specifications Bolts Fasterners
		25889-100-3PS-PB00-F0001	002	Project Specification for Piping Materials
		25889-100-3PS-PB00-F0002	002	Project Specification for Piping Purchase Description
		25889-100-3PS-PB00-F0003	001	Project Specification for Piping Material Color Codes
		25889-100-3PS-PB00-F0004	002	Project Specification for Pipe Installation and Testing
		25889-100-3PS-PB00-F0005	001	Project Specification for Installation and Testing of Underground Piping Systems
		25889-100-3PS-PB00-F0006	000	Technical Supply Conditions for Manually Operated Valves
		25889-100-3PS-PB00-F0007	001	Project Specification for Supplementary Wall Thickness Report
		25889-100-3PS-PB00-F0008	002	Project Specification for Bolt Tensioning and Bolt Up Requirements

Title	Sub Title	Document Number	Rev	Description
		25889-100-3PS-PB00-F0009	001	Specification for Installation and Testing of underground High Density Polyethylene - HDPE - Firewater Piping Systems
		25889-100-3PS-PB00-F0010	000	Technical Supply Conditions for Piping Components
		25889-100-3PS-PS02-F0001	001	Project Specification for Shop Fabrication of Piping
		25889-100-3PS-PB00-F0011	000	Project Specification Underground Piping Material Required for Thermal Expansion
		25889-100-3PS-PY32-F0001	001	Specification for Designing - Furnishing and Installating Plumbing Systems for Plant Building
	Process Safety	25889-100-3PS-U04F-00001	000	Project Procedure for a HAZOP Study
		25889-100-3DJ-J04F-00001	000	Project Specification - Procedure for Safety Integrity Level (SIL) Assessment
	Project Engineering	25889-100-3PS-JV14-F0001	000	Project Specification for Relief Valves
	Project Technical Specifications (Confidential)	25889-100-3PS-MEPB-F0001	000	CoP Level III Confidential - Specification for Brazed Aluminum Core and Core-In-Shell Heat Exchangers
		25889-100-3PS-METN-F0001	000	CoP Level III Confidential - Specification for Aluminum to Stainless Steel Transition Joint
		25889-100-3PS-MEXC-F0001	001	CoP Level IV Confidential - Specification for Cold Box
APPROVED EXCEPTIONS TO SPECIFICATIONS	Mechanical	25889-100-3PS-MBE0-FP001	000	*** Approved Comments and Exceptions for Waste Heat Recovery Units
		25889-100-3PS-MBT0-FZ001	000	*** Approved Comments and Exceptions to Project Specifications - Thermal Oxidizer
		25889-100-3PS-MCCR-F0NP1	000	*** Approved Comments and Exceptions to the API Specifications LNG Refrigeration Compressors
		25889-100-3PS-MCCR-F0NP2	000	*** Approved Comments and Exceptions to the Project Specifications - LNG Refrigeration Compressors
		25889-100-3PS-MCCS-FS001	000	*** Approved Comments and Exceptions for Regeneration Gas Compressors

Title	Sub Title	Document Number	Rev	Description
		25889-100-3PS-MEA0-FH001	000	*** Approved Comments and Exception to Project Specifications - Air-Cooled Heat Exchangers
		25889-100-3PS-MEE0-FC001	001	*** Approved Comments and Exceptions to Project Specifications for Electric Heaters
		25889-100-3PS-MEP0-FA001	000	*** Approved Comments and Exceptions to Project Specifications for Plate Type Heat Exchangers
		25889-100-3PS-MES0-FO001	000	*** Approved Comments and Exceptions to Project Specifications for Shell and Tube Heat Exchangers
		25889-100-3PS-MEVT-FA001	000	*** Approved Comments and Exceptions to Project Specifications for Ambient Vaporizers
		25889-100-3PS-MJKG-FK001	000	*** Approved Comments and Exceptions Compressor Bridge Cranes and JIB Cranes
		25889-100-3PS-MPCA-FG001	001	*** Approved Comments and Exceptions
		25889-100-3PS-MPCH-FS001	001	*** Approved Comments and Exceptions - Low Flow High Head Pumps
		25889-100-3PS-MPCP-FG001	001	*** Approved Comments and Exceptions for Lean Solvent Charge Pumps
		25889-100-3PS-MPCP-FG002	002	*** Approved Comments and Exceptions - API Pumps
		25889-100-3PS-MPGL-FD001	000	*** Approved Comments and Exceptions - Sanitary Lift Stations
		25889-100-3PS-MPPM- FM001	001	***Approved Comments and Exceptions for Pump - Metering or Proportioning
		25889-100-3PS-MPR0-FB001	001	*** Approved Comments and Exceptions - Amine Charge Pump
		25889-100-3PS-MPVE-FG001	001	*** Approved Comments and Exceptions for Pump - Vertical Sump
		25889-100-3PS-MPVS-FE001	000	*** Approved Comments and Exceptions - LNG Cryogenic Pump

Title	Sub Title	Document Number	Rev	Description
		25889-100-3PS-MTS0-FW001	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications - Shop Fabricated Storage Tanks
		25889-100-3PS-MVA0-FD002	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications for Stainless Steel Vessels (Confidential)
		25889-100-3PS-MVA0-FD003	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications for Columns- Vessels - Stainless Steel-SS Clad
		25889-100-3PS-MVB2-F1201	000	User's Design Specification for Absorber
		25889-100-3PS-MVB2-F1301	001	User's Design Specification for Dryer Feed KO Drum
		25889-100-3PS-MVB2-F1302	001	User's Design Specification for Molecular Sieve Dehydrators
		25889-100-3PS-MVB2-F1304	001	User's Design Specification for Mercury Removal Beds
		25889-100-3PS-MVB2-FZ001	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications for CO2 Absorber
		25889-100-3PS-MVB2-FZ002	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications for Heavy Wall Vessels
		25889-100-3PS-MVEF-FH001	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications for Filters and Gas Separators
		25889-100-3PS-MVEF-FH002	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications for Coalescers
		25889-100-3PS-MVPA-FU001	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications - Molecular Sieve Adsorbent
		25889-100-3PS-MWC0-FC001	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications - Anti-Foam Injection Package

Title	Sub Title	Document Number	Rev	Description
		25889-100-3PS-MVPC-FC001	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications - Mercury Adsorbent
		25889-100-3PS-MVSC-FD002	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications for Columns and Vessels (Carbon Steel) - Non Proprietary
		25889-100-3PS-MVT0-FA001	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications for Internals - Vane Type - Proprietary
		25889-100-3PS-MVT0-FR001	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications - Packing and Internals - Proprietary
		25889-100-3PS-MVT0-FS001	000	*** Approved Comments and Exceptions to the Mechanical Project Specifications for Packing and Internals - Proprietary and Non Proprietary
		25889-100-3PS-MW00-FU001	000	*** Approved Comments and Exceptions for H2S Removal Package
	Plant Design and Piping	25889-100-3PS-PB01-FC003	001	*** Approved Comments and Exceptions to Project Specifications Bulks Materials for Areas 131N and 131K
		25889-100-3PS-PB01-FH001	001	*** Approved Comments and Exceptions to Project Specifications - Fittings Forged and Miscellaneous Piping Bulk
		25889-100-3PS-PB01-FT002	001	*** Approved Comments and Exceptions to Project Specifications-Miscellaneous Piping Bulks for U-G Metallic Shop Fabrication
		25889-100-3PS-PF01-FH001	000	*** Approved Comments and Exceptions to Project Specifications - Fittings-Wrought
		25889-100-3PS-PF01-FM002	000	*** Approved Comments and Exceptions to Project Specifications O-LETS
		25889-100-3PS-PF01-FV002	000	*** Approved Comments and Exceptions to Project Specifications O-LETS
		25889-100-3PS-PF07-FM001	000	*** Approved Comments and Exceptions to Project Specifications Flanges CS and SS

Title	Sub Title	Document Number	Rev	Description
		25889-100-3PS-PF10-FU002	000	*** Approved Comments and Exceptions to Project Specifications
		25889-100-3PS-PF10-FZ001	000	*** Approved Comments and Exceptions to Project Specifications Blinds and Spacers
		25889-100-3PS-PG01-FL001	000	*** Approved Comments and Exceptions to Project Specifications
		25889-100-3PS-PH01-FP001	000	*** Approved Comments and Exceptions to Project Specifications Standard Pipe Supports
		25889-100-3PS-PH02-F0001	001	Spring Supports Fabrication and Installation
		25889-100-3PS-PH02-FR001	000	*** Approved Comments and Exceptions to Project Specification - Engineered Pipe Supports
		25889-100-3PS-PH03-FB001	000	*** Approved Comments and Exceptions to Project Specifications - Cold Shoe Pipe Supports
		25889-100-3PS-PH03-FP001	000	*** Approved Comments and Exceptions to Project Specifications - Cold Shoe Pipe Supports
		25889-100-3PS-PP01-FH002	000	*** Approved Comments and Exceptions to Project Specifications - Pipe-CS and TCS Welded
		25889-100-3PS-PP01-FT001	000	*** Approved Comments and Exceptions to Project Specifications - Pipe-CS and LTCS Seamless
		25889-100-3PS-PP02-FH002	000	*** Approved Comments and Exceptions to Project Specifications - Pipe-SS
		25889-100-3PS-PV07-FA001	000	*** Approved Comments and Exceptions to Project Specifications Valves Butterfly Metal Seated
		25889-100-3PS-PV08-FL001	000	*** Approved Comments and Exceptions to Project Specifications - Valves Butterfly - Resilient Seated
		25889-100-3PS-PV10-FP001	000	*** Approved Comments and Exceptions to Project Specifications - Valves - Ball - Cryogenic
		25889-100-3PS-PV13-FS001	000	*** Approved Comments and Exceptions to Project Specifications - Valves - Post Indicator - UL - and Ductile Iron

Title	Sub Title	Document Number	Rev	Description
		25889-100-3PS-PV14-FA001	000	*** Approved Comments and Exceptions to Project Specifications-Valves-Wafer Check
		25889-100-3PS-PV14-FA002	000	*** Approved Comments and Exceptions to Project Specifications-Valves-Wafer Check- Cryogenic
		25889-100-3PS-PV16-FL001	001	*** Approved Comments and Exceptions to Project Specifications - Valves - Bronze - Gate - Globe - Check
		25889-100-3PS-PX09-FI001	000	*** Approved Comments and Exceptions to Project Specifications HDPE and Ductile Iron Pipe and Fittings
		25889-100-3PS-PV03-FL001	000	*** Approved Comments and Exceptions to Project Specifications - Valves-Ball (Metal- Seated)
		25889-100-3PS-PV03-FP002	000	*** Approved Comments and Exceptions to Project Specifications - Valves-Ball (Multi Turn)
		25889-100-3PS-PV04-FL001	000	*** Approved Comments and Exceptions to Project Specifications - Valves-Ball (Soft Seated)
		25889-100-3PS-PV04-FP002	000	*** Approved Comments and Exceptions to Project Specifications - Valves-Ball (Cryogenic)
		25889-100-3PS-PV07-FA002	000	*** Approved Comments and Exceptions to Project Specifications - Valves-Butterfly (Cryogenic)
	Approved Exceptions To Specifications (Confidential)	25889-100-3PS-MEXC-FL001	001	CoP Level IV Confidential - *** Approved Comments and Exceptions to Project Specifications - Core-In-Kettle Exchangers and Cold Boxes
GENERAL	Overall Block Flow Diagram (Confidential)	25889-100-M5-0010-00001	003	CoP Level III Confidential - Overall Block Flow Diagram
	P&I Symbols & Legend and Typical Detail Diagrams (Non Confidential)	25889-100-M6-0000-00001	001	P and ID - General Piping Legend and Symbology - Sht 1 of 3

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6-0000-00002	001	P and ID - General Piping Legend and Symbology - Sht 2 of 3
		25889-100-M6-0000-00003	001	P and ID - General Piping Legend and Symbology - Sht 3 of 3
	P&I Symbols & Legend and Typical Detail Diagrams (Confidential)	25889-100-M6-0000-00000	001	CoP Level III Confidential - P and ID - Liquefaction Facility P and ID List
	Equipment List (Non Confidential)	25959-100-M0X-DK-00001	003	Equipment List - Non-Confidential
	Equipment List (Confidential)	25959-100-M0X-DK-00002	001	CoP Level III Confidential - Equipment List - Confidential
	Specialty Items List (Non Confidential)	25889-100-PYX-000-00001	000	Specialty Items Log - Non-Confidential for Estimate Purposes Only
	Specialty Items List (Confidential)	25889-100-PYX-000-00002	000	CoP Level III Confidential - Specialty Items Log - Confidential
	Site Plan	25889-100-P1-00-00001	002	Overall Site Plan - 3 Trains
		25889-100-P1-00-00002	000	CG Emissions Location Plan
		25889-100-P1-00-00005	00H	Site Plan - Temporary Construction Laydown Area - Stage 1
		25889-100-P1-00-00007	003	Key Plan - Area Plot Plans
		25889-100-P1-00-00008	000	Key Plan Spill Containment Plot Plans
		25889-100-P1-00-00020	004	Work Breakdown Structure (WBS) Index - Liquefaction Facilities - OSBL Areas
		25889-100-P1-00-00021	000	Work Breakdown Structure (WBS) Index Liquefaction Facilities Underground Areas
	Plot Plan Drawings (Non Confidential)	25744-200-P1-00-10005	00C	Plot Plan OSBL LNG Loading Berth (East Jetty)
		25744-200-P1-00-10013	00C	Plot Plan - OSBL - Tank B - LNG Storage
		25889-100-P1-31-10012	001	Work Breakdown Structure WBS Index - ISBL Process Area 31 Liquefaction Train 3
	Plot Plan Drawings (Confidential)	25889-100-P1-31-10010	000	Work Breakdown Structure WBS Index - ISBL Process Area 31 Liquefaction Train 3

Title	Sub Title	Document Number	Rev	Description
		25889-100-P1-31-10005	001	Work Breakdown Structure WBS Index ISBL Process Area 31 Liquefaction Train 1
		25889-100-P1-31-10012	001	Work Breakdown Structure WBS Index - ISBL Process Area 31 Liquefaction Train 3
		25889-100-P1-31-20001	000	Equipment Location Key Plan Liquefaction Facilities ISBL Areas Train 1
	Material Selection Diagrams (Non Confidential)	25889-100-N1-0024-00001	002	Material Selection Diagram - LNG Storage- Loading
		25889-100-N1-1111-00002	000	Material Selection Diagram - Inlet Preheater
		25889-100-N1-1112-00001	000	Material Selection Diagram - Acid Gas Removal Unit
		25889-100-N1-1112-00002	000	Material Selection Diagram - Amine Regeneration
		25889-100-N1-1113-00001	000	Material Selection Diagram - Dehydration and Mercury Removal
		25889-100-N1-1119-00003	000	Material Selection Diagram Thermal Oxidizer
		25889-100-N1-1119-00004	000	Material Selection Diagram H2S Removal
		25889-100-N1-1122-00001	000	Material Selection Diagram - Fuel Gas System
		25889-100-N1-1122-00002	000	Material Selection Diagram - Fuel Gas System
		25889-100-N1-1134-00001	000	Material Selection Diagram Hot Oil System
	Material Selection Diagrams (Confidential)	25889-100-N1-1114-00001	000	CoP Level III Confidential - Material Selection Diagram - Propane Refrigeration
		25889-100-N1-1114-00002	000	CoP Level III Confidential - Material Selection Diagram - Ethylene Refrigeration
		25889-100-N1-1115-00001	000	CoP Level III Confidential - Material Selection Diagram - Ethylene Refrigeration
		25889-100-N1-1115-00002	000	CoP Level III Confidential - Material Selection Diagram - Liquefaction and Methane Compressor
		25889-100-N1-1116-00001	000	CoP Level III Confidential - Material Selection Diagram - Heavies Removal-NGL Recovery
		25889-100-N1-1117-00001	000	CoP Level III Confidential - Material Selection Diagram - Condensate Stabilization

Title	Sub Title	Document Number	Rev	Description
	Utility Summary	25889-100-N1-1118-00001	002	Utility Balance - Hot Oil
		25889-100-M4-DK-00017	001	Utility Balance - Nitrogen
		25889-100-M4-DK-00018	002	Utility Balance - Instrument-Plant Air
		25889-100-M4-DK-00019	001	Utility Balance - Fuel Gas
		25889-100-M4-DK-00020	000	Utility Balance - Water
	Catalyst, Chemical and Lubricant Summary	25889-100-M2-DK-00002	002	List of Catalysts-Chemicals and Lubricants
	Process Description (Non Confidential)	25889-100-3YD-M01-00001	001	Process System Description - Non-Liquefaction Units
	Process Description (Confidential)	25889-100-3YD-M01-00002	001	CoP Level III Confidential - Process System Description - Liquefaction Units
	Heat/Energy and Material Balance (Non Confidential)	25889-100-M3-DK-00001	002	Specification Sheet - HP Fuel Gas Datasheet
		25889-100-M3-DK-00002	002	Specification Sheet - Low Pressure Fuel Gas Datasheet
		25889-100-M4-DK-00201	001	Heat and Material Balance Case CC1A/DLE - Average Gas - Average Ambient Temperature Non-Confidential Streams
		25889-100-M4-DK-00203	001	Heat and Material Balance Case CC2A/DLE - Average Gas - Low Ambient Temperature Non- Confidential Streams
		25889-100-M4-DK-00205	001	Heat and Material Balance Case CC3A/DLE - Average Gas - High Ambient Temperature Non- Confidential Streams
		25889-100-M4-DK-00207	001	Heat and Material Balance Case CC4A/DLE - Average Gas, Average Ambient Temperature, Ship Loading - Non-Confidential Streams
		25889-100-M4-DK-00209	000	Heat and Material Balance Case CC1/DLE - High Aromatics, Average Ambient Temperature Non- Confidential Streams

Title	Sub Title	Document Number	Rev	Description
	Heat/Energy and Material Balance (Confidential)	25889-100-M4-DK-00202	001	CoP Level III Confidential - Heat and Material Balance Case CC1A/DLE - Average Gas Average Ambient Temperature Confidential Streams
		25889-100-M4-DK-00204	001	CoP Level III Confidential - Heat and Material Balance Case CC2A/DLE - Average Gas Low Ambient Temperature Confidential Streams
		25889-100-M4-DK-00206	001	CoP Level III Confidential - Heat and Material Balance Case CC3A/DLE - Average Gas High Ambient Temperature Confidential Streams
		25889-100-M4-DK-00208	001	CoP Level III Confidential - Heat and Material Balance Case CC4A/DLE - Average Gas, Average Ambient Temperature - Ship Loading Confidential Streams
		25889-100-M4-DK-00210	000	CoP Level III Confidential - Heat and Material Balance Case CC1/DLE - High Aromatics, Average Ambient Temperature Confidential Streams
	Preliminary PSV Data Summary (Non Confidential)	25889-100-M0X-DK-00010	000	Non-Confidential ISBL PSV List for Estimate Purposes Only
		25889-100-M0X-DK-00013	001	Non-Confidential OSBL PSV List for Estimate Purposes Only
	Preliminary PSV Data Summary (Confidential)	25889-100-M0X-DK-00009	000	CoP Level III Confidential - Confidential PSV List For Estimate Purposes Only
	Pump Summary (Non Confidential)	25889-100-MPA-DK-00001	000	Process Design Data Pump Summary - Non- Confidential
	Pump Summary (Confidential)	25889-100-MPA-DK-00002	000	CoP Level III Confidential - Process Design Data Pump Summary
	Jetty Shroud	25889-100-CM-0000-04503	000	LNG Shroud Detail
	Vapor Fence	25889-100-CM-0000-04531	000	LNG Vapor Fence Details

Title	Sub Title	Document Number	Rev	Description
UNIT 10 - GENERAL UNIT	P&I Diagrams and Line Designation Tables	25889-100-M6-0010-00011	002	P and ID - Level Purge-Maintenance Bypass Details
		25889-100-M6-0010-00012	001	P and ID - Sample Station Details - Sheet 1 of 2
		25889-100-M6-0010-00013	002	P and ID - Sample Station Details - Sheet 2 of 2
		25889-100-M6-0010-00014	002	P and ID - Pump Seal Plans - Sheet 1 of 3
		25889-100-M6-0010-00015	001	P and ID - Pump Seal Plans - Sheet 2 of 3
		25889-100-M6-0010-00016	002	P and ID - Pump Seal Plans - Sheet 3 of 3
		25889-100-M6-0010-00017	001	P and ID - Air Volume Tanks
		25889-100-M6-0010-00018	001	P and ID - Insulation of PSVs in Cryogenic Service
		25889-100-M6-0010-00020	002	P and ID - Pump Seal Plans - Sheet 4 of 4
		25889-100-M6-0010-00102	002	P and ID - LNG-Cooldown Line Interconnecting - Sheet 1 of 2
		25889-100-M6-0010-00103	002	P and ID - LNG-Cooldown Line Interconnecting - Sheet 2 of 2
		25889-100-M6-1110-00001	003	P and ID - Train 1 Process Battery Limit
		25889-100-M6-1110-00002	004	P and ID - Train 1 Process and Utilities Battery Limit
		25889-100-M6-1110-00003	002	P and ID - Train 1 Utilities Battery Limit
		25889-100-M6-1110-00004	001	P and ID - Miscellaneous DCS and SIS Functions
		25889-100-M6-1110-00005	001	P and ID - Anti Surge Details
		25889-100-M6-1110-00006	000	P and ID - Miscellaneous Control Systems Tables
		25889-100-M6D-0010-00102	002	Line Designation Table
		25889-100-M6D-0010-00103	002	Line Designation Table
		25889-100-M6D-1110-00001	003	Line Designation Table
		25889-100-M6D-1110-00002	003	Line Designation Table
		25889-100-M6D-1110-00003	002	Line Designation Table
	Equipment Data Sheets	25889-100-MHD-10-K1001	001	Main Compressor Bridge Crane Data Sheet
		25889-100-MHD-10-K1002	001	JIB Crane Hoist Data Sheet
		25889-100-MHD-10-K1003	001	JIB Crane Data Sheet

Title	Sub Title	Document Number	Rev	Description
		25889-100-MUD-10-PK1001- M01	001	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller - NEMA
		25889-100-MUD-10-PK1001- M02A	001	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller - NEMA
		25889-100-MUD-10-PK1001- M02B	001	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller - NEMA
		25889-100-MUD-10-PK1001- M03	001	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller - NEMA
		25889-100-MUD-10-PK1001- M04	001	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller - NEMA
UNIT 11 - INLET METERING STATIONS	Process Flow Diagrams	25889-100-M5-1111-00002	003	Process Flow Diagram Inlet Preheater
	P&I Diagrams and Line Designation Tables	25889-100-M6-1111-00001	003	P and ID - Feed Gas Heater
		25889-100-M6-1111-00002	003	P and ID - Feed Gas Metering
		25889-100-M6D-1111-00001	002	Line Designation Table 2 pgs
		25889-100-M6D-1111-00002	002	Line Designation Table 2 pgs
	Equipment Data Sheets	25889-100-MED-11-E1102	003	Shell and Tube Heat Exchanger Data Sheet for Feed Gas Heater
	Process Data Sheets	25889-100-MEA-1111-01102	003	Process Data Sheet for Feed Gas Heater
UNIT 12 - ACID GAS REMOVAL UNIT (BASF CONFIDENTIAL)	Process Flow Diagrams	25889-100-M5-1112-00001	003	Process Flow Diagram Acid Gas Removal
		25889-100-M5-1112-00002	002	Process Flow Diagram Amine Regeneration
	P&I Diagrams and Line Designation Tables	25889-100-M6-1112-00001	003	P and ID - Feed Gas Filter Coalescer
		25889-100-M6-1112-00002	003	P and ID - Absorber
		25889-100-M6-1112-00003	003	P and ID - Solvent Flash Drum
		25889-100-M6-1112-00004	003	P and ID - De-Gassing Drum

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6-1112-00005	001	P and ID - Lean-Rich Solvent Heat Exchangers
		25889-100-M6-1112-00006	002	P and ID - Solvent Regenerator
		25889-100-M6-1112-00007	003	P and ID - Regenerator Overhead Condenser
		25889-100-M6-1112-00008	002	P and ID - Solvent Regenerator Reflux System
		25889-100-M6-1112-00009	002	P and ID - Lean Solvent Booster Pumps
		25889-100-M6-1112-00010	001	P and ID - Lean Solvent Cooler
		25889-100-M6-1112-00011	001	P and ID - Lean Solvent Filters
		25889-100-M6-1112-00012	001	P and ID - Amine Surge Tank
		25889-100-M6-1112-00014	002	P and ID - Lean Solvent Charge Pumps
		25889-100-M6-1112-00015	002	P and ID - Amine Collection Header
		25889-100-M6-1112-00016	003	P and ID - Amine Sump System
		25889-100-M6-1112-00017	002	P and ID - Absorber Overhead Gas Coolers
		25889-100-M6-1112-00018	002	P and ID - Anti-Foam Chemical Injection Ski
		25889-100-M6D-1112-00001	001	Line Designation Table 2 pgs
		25889-100-M6D-1112-00002	001	Line Designation Table 3 pgs
		25889-100-M6D-1112-00003	001	Line Designation Table 3 pgs
		25889-100-M6D-1112-00004	001	Line Designation Table 2 pgs
		25889-100-M6D-1112-00005	001	Line Designation Table 3 pgs
		25889-100-M6D-1112-00006	001	Line Designation Table 3 pgs
		25889-100-M6D-1112-00007	001	Line Designation Table 2 pgs
		25889-100-M6D-1112-00008	001	Line Designation Table 3 pgs
		25889-100-M6D-1112-00009	001	Line Designation Table 2 pgs
		25889-100-M6D-1112-00010	001	Line Designation Table
		25889-100-M6D-1112-00011	001	Line Designation Table 2 pgs
		25889-100-M6D-1112-00012	001	Line Designation Table 2 pgs
		25889-100-M6D-1112-00014	002	Line Designation Table 3 pgs
		25889-100-M6D-1112-00015	001	Line Designation Table 4 pgs
		25889-100-M6D-1112-00016	001	Line Designation Table
		25889-100-M6D-1112-00017	001	Line Designation Table
		25889-100-M6D-1112-00018	001	Line Designation Table

Title	Sub Title	Document Number	Rev	Description
	Equipment Data Sheets	25889-100-MED-12-E1201	001	Heat Exchanger - Air Cooled - Lean Solvent Cooler
		25889-100-MED-12-E1202	001	Heat Exchanger - Air Cooled - Regeneration Overhead Condenser
		25889-100-MED-12-E1203	001	Heat Exchanger Welded Plate for Lean-Rich Solvent Heat Exchanger
		25889-100-MED-12-E1204	002	Shell and Tube Heat Exchanger Data Sheet for Regenerator Reboiler
		25889-100-MED-12-E1206	001	Heat Exchanger - Air Cooled - Absorber Overhead Gas Cooler
		25889-100-MFD-12-F1201	003	Mechanical Data Sheet - Filters and Gas Separators - Lean Solvent Filter
		25889-100-MFD-12-F1202	003	Mechanical Data Sheet for Coalescers Feed Gas Filter Coalescer
		25889-100-MFD-12-F1203	003	Mechanical Data Sheet - Filters and Gas Separators - Rich Solvent Filter
		25889-100-MFD-12-F1204	003	Mechanical Data Sheet for Filters and Gas Separators Lean Solvent After Filter
		25889-100-MFD-12-F1205	003	Mechanical Data Sheet for Filters and Gas Separators Carbon Treater
		25889-100-MFD-12-F1206	003	Mechanical Data Sheet for Filters and Gas Separators Amine Sump Filter
		25889-100-MKD-12-PK1201	001	Mechanical Data Sheet for Anti-Foam Injection Package
		25889-100-MPD-12-PK1201	001	Mechanical Data Sheet for Anti-Foam Injection Pump
		25889-100-MTD-12-PK1201	001	Mechanical Data Sheet for Anti-Foam Tank
		25889-100-MPD-12-P1201	001	Lean Solvent Booster Pumps
		25889-100-MPD-12-P1202	001	Lean Solvent Charge Pump
		25889-100-MPD-12-P1203	000	Data Sheet Form for Low Voltage Induction Motors 200 HP and Smaller (NEMA) - Regenerator Reflux Pumps Motor
		25889-100-MPD-12-P1204	000	Wash Water Pump Pump Data Sheet

Title	Sub Title	Document Number	Rev	Description
		25889-100-MPD-12-P1206	000	Amine Sump Pumps Pump Data Sheet
		25889-100-MTD-12-S1202	003	Mechanical Data Sheet Field Erected Storage Tanks - Amine Surge Tank
		25889-100-MUD-12-E1201	001	Lean Solvent Cooler Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Lean Solvent Cooler Motor
		25889-100-MUD-12-E1202	001	Regenerator Overhead Condenser Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Regenerator Overhead Condenser Motor
		25889-100-MUD-12-E1206	000	Absorber Overhead Gas Cooler Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Absorber Overhead Gas Cooler Motor
		25889-100-MUD-12-P1201	000	Data Sheet for Medium Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Lean Solvent Booster Pump Motors
		25889-100-MUD-12-P1202	001	Data Sheet for Medium Voltage Squirrel Cage Induction Motors 250 HP and Larger for Lean Solvent Charge Pump Motor Driver Lean Solvent Charge Pump
		25889-100-MUD-12-P1203	000	Regenerator Reflux Pumps
		25889-100-MUD-12-P1204	000	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) Wash Water Pumps
		25889-100-MUD-12-P1206	000	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) Amine Sump Pump Motor
		25889-100-MUD-12-PK1201A	001	Mechanical Data Sheet for Anti-Foam Injection Pump Motors
		25889-100-MUD-12-PK1201B	001	Mechanical Data Sheet for Anti-Foam Injection Tank Mixer Motors
		25889-100-MVD-12-V1201	001	Mechanical Data Sheet for CO2 Absorber Absorber

Title	Sub Title	Document Number	Rev	Description
		25889-100-MVD-12-V1202	001	Mechanical Data Sheet for Columns-Vessels - Stainless Steel-SS Clad Solvent Regenerator
		25889-100-MVD-12-V1203	001	Mechanical Data Sheet for Columns-Vessels - Stainless Steel-SS Clad De-Gassing Drum
		25889-100-MVD-12-V1205	001	Mechanical Data Sheet for Columns-Vessels - Stainless Steel-SS Clad Solvent Flash Drum
		25889-100-MVD-12-V1206	001	Mechanical Data Sheet for Columns-Vessels - Stainless Steel-SS Clad Solvent Regenerator Reflux Drum
		25889-100-MVD-12-V1209	001	Mechanical Data Sheet Columns and Vessels (Carbon Steel) - Non Proprietary for Amine Sump Drum
		25889-100-MXD-12-PK1201	001	Mechanical Data Sheet for Anti-Foam Tank Mixer
	Process Data Sheets	25889-100-MEA-1112-01201	001	Process Data Sheet Air Cooled Heat Exchanger - Lean Solvent Cooler
		25889-100-MEA-1112-01202	001	Process Data Sheet Air Cooled Heat Exchanger - Regenerator Overhead Condenser
		25744-200-MEA-1112-01203	000	Process Data Sheet Plate Heat Exchanger Specification Sheet - Lean-Rich Solvent Heat Exchanger
		25744-200-MEA-1112-01204	000	Process Data Sheet Heat Exchanger Specification Sheet - Regenerator Reboiler
		25889-100-MEA-1112-01206	001	Process Data Sheet Air cooled Heat Exchanger - Absorber Overhead Gas Cooler
		25744-200-MFA-1112-01201	000	Filter Specification Sheet for Lean Solvent Filter
		25744-200-MFA-1112-01202	000	Filter Specification Sheet - Feed Gas Filter Coalescer
		25744-200-MFA-1112-01203	000	Filter Specification Sheet for Rich Solvent Filter
		25744-200-MFA-1112-01204	000	Filter Specification Sheet for Lean Solvent After Filter
		25744-200-MFA-1112-01205	000	Filter Specification Sheet for Carbon Treater
		25744-200-MFA-1112-01206	000	Filter Specification Sheet for Amine Sump Filter
		25744-200-MKA-1112-K0001	000	Process Specification for Acid Gas Removal Unit

Title	Sub Title	Document Number	Rev	Description
		25744-200-MTA-0012-01201	000	Tank Specification Sheet for Amine Storage Tank
		25744-200-MTA-1112-01202	000	Tank Specification Sheet for Amine Surge Tank
		25744-200-MVA-1112-01201	000	Column Specification Sheet - Absorber
		25744-200-MVA-1112-01202	000	Column Specification Sheet - Solvent Regenerator
		25744-200-MVA-1112-01203	000	De-Gassing Drum
		25744-200-MVA-1112-01205	000	Vessel Specification Sheet - Solvent Flash Drum
		25744-200-MVA-1112-01206	000	Vessel Specification Sheet for Solvent Regenerator Reflux Drum (Vertical)
		25744-200-MVA-1112-01209	000	Vessel Specification Sheet for Amine Sump Drum
	Heat/Energy and Material Balance	25889-100-M4-DK-00211	000	AGRU Heat and Material Balance Case CC1A - Average Gas, Average Ambient Temperature AGRU Streams
		25889-100-M4-DK-00212	000	AGRU Heat and Material Balance Case CC2A - Average Gas - Low Ambient Temperature AGRU Streams
		25889-100-M4-DK-00213	001	AGRU Heat and Material Balance Case CC3A - Average Gas - High Ambient Temperature AGRU Streams
		25889-100-M4-DK-00214	000	AGRU Heat and Material Balance Case CC4A - Average Gas, Average Ambient Temperature, Ship-Loading AGRU Streams
		25889-100-M4-DK-00215	001	AGRU Heat and Material Balance Case CC5 - Maximum Inerts - Low Ambient Temperature AGRU Streams
		25889-100-M4-DK-00216	000	ARGU Heat and Material Balance Case CC1 - High Aromatics - Average Ambient Temperature AGRU Streams
UNIT 13 - DEHYDRATION & MERCURY REMOVAL	Process Flow Diagrams	25889-100-M5-1113-00001	002	Process Flow Diagram Dehydration and Mercury Removal
	P&I Diagrams and Line Designation Tables	25889-100-M6-1113-00001	002	P and ID - Dryer Inlet Filter Coalscer

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6-1113-00002	002	P and ID - Dehydrators
		25889-100-M6-1113-00003	002	P and ID - Dehydrator
		25889-100-M6-1113-00004	002	P and ID - Mercury Removal
		25889-100-M6-1113-00005	001	P and ID - Regeneration Gas Distribution
		25889-100-M6-1113-00008	003	P and ID - Regeneration Gas K.O. Drum
		25889-100-M6-1113-00009	003	P and ID - Regeneration Gas Compressor
		25889-100-M6D-1113-00001	001	Line Designation Table 2 pgs
		25889-100-M6D-1113-00002	002	Line Designation Table 3 pgs
		25889-100-M6D-1113-00003	002	Line Designation Table 2 pgs
		25889-100-M6D-1113-00004	001	Line Designation Table
		25889-100-M6D-1113-00005	001	Line Designation Table
		25889-100-M6D-1113-00008	002	Line Designation Table
		25889-100-M6D-1113-00009	001	Line Designation Table 2 pgs
	Equipment Data Sheets	25889-100-MCD-13-C1301	001	Regeneration Gas Compressor Data Sheet
		25889-100-MCD-13-L1301	000	Special Purpose Oil Systems - API 614 - 5th Edition (ISO 10438-2008) USC Units - Regeneration Gas compressor Lube Oil System
		25889-100-MED-13-E1301	002	Heat Exchanger - Air Cooled - Regeneration Gas Cooler
		25889-100-MFD-13-F1301	003	Filters and Gas Separators for Dryer Inlet Filter Coalescer Mechanical Data Sheet
		25889-100-MFD-13-F1302	003	Filters and Gas Separators for Mercury Removal After Filter Mechanical Data Sheet
		25889-100-MFD-13-F1303	003	Filters and Gas Separators for Molecular Sieve After Filter
		25889-100-MUD-13-AUX1	000	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) Auxiliary Lube Oil Pump Drivers Lube Oil Pumps

Title	Sub Title	Document Number	Rev	Description
		25889-100-MUD-13-AUX2	000	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) Lube Oil Cooler Motor Driver Lube Oil Cooler Fans
		25889-100-MUD-13-C1301	000	Data Sheet for Medium Voltage Squirrel Cage Induction Motors 250 HP and Larger Regeneration Gas Compressor Motor Regeneration Gas Compress
		25889-100-MUD-13-E1301	001	Regeneration Gas Cooler Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Regeneration Gas Cooler Motor
		25889-100-MVD-13-V1301	001	Mechanical Data Sheet for Heavy Wall Vessels Dryer Feed KO Drum
		25889-100-MVD-13-V1302	001	Mechanical Data Sheet for Heavy Wall Vessels Molecular Sieve Dehydrators
		25889-100-MVD-13-V1304	001	Mechanical Data Sheet for Heavy Wall Vessels Mercury Removal Beds
		25889-100-MVD-13-V1305	001	Mechanical Data Sheet Columns and Vessels (Carbon Steel) - Non Proprietary for Regeneration Gas K.O. Drum
		25889-100-MXD-13-C1301	000	Special Purpose Coupling - API 671 4th Edition - ISO 10441-2007-USC Units Regeneration Gas Compressor Coupling
	Process Data Sheets	25744-200-MCA-1113-01301	000	Centrifugal Compressor Specification Sheet - Regeneration Gas Compressor
		25744-200-MEA-1113-01301	000	Process Data Sheet Air Cooled Heat Exchanger - Dehydration and Mercury Removal
		25744-200-MFA-1113-01301	000	Filter Specification Sheet - Dryer Inlet Filter Coalescer
		25744-200-MFA-1113-01302	000	Filter Specification Sheet - Mercury Removal After Filter
		25744-200-MFA-1113-01303	000	Filter Specification Sheet - Molecular Sieve After Filter

Title	Sub Title	Document Number	Rev	Description
		25744-200-MVA-1113-01301	000	Vessel Specification Sheet for Dryer Feed KO Drum
		25744-200-MVA-1113-01302	000	Molecular Sieve Dehydrators
		25744-200-MVA-1113-01304	000	Mercury Removal Beds
		25744-200-MVA-1113-01305	000	Regeneration Gas KO Drum
UNIT 14 - PROPANE REFRIGERATION (CONFIDENTIAL)	Process Flow Diagrams (Confidential)	25889-100-M5-1114-00001	002	CoP Level III Confidential - Process Flow Diagram - Propane Refrigeration
		25889-100-M5-1114-00002	002	CoP Level III Confidential - Process Flow Diagram - Propane Refrigeration
	P&I Diagrams and Line Designation Tables (Confidential)	25889-100-M6-1114-00001	003	CoP Level III Confidential - P and ID - Propane Refrigerant Accumulator
		25889-100-M6-1114-00002	002	CoP Level III Confidential - P and ID - H.S. Propane Chillers
		25889-100-M6-1114-00003	003	CoP Level III Confidential - P and ID I.S. Propane Chillers
		25889-100-M6-1114-00004	003	CoP Level III Confidential - P and ID L.S. Propane Chillers
		25889-100-M6-1114-00005	003	CoP Level III Confidential - P and ID L.S I.S H.S. Propane Suction Drums ***
		25889-100-M6-1114-00006	003	CoP Level III Confidential - P and ID L.S I.S H.S. Propane Suction Lines for ***
		25889-100-M6-1114-00007	004	CoP Level III Confidential - P and ID Propane Compressor ***
		25889-100-M6-1114-00008	003	CoP Level III Confidential - P and ID L.S I.S H.S. Propane Suction Drums ***
		25889-100-M6-1114-00009	003	CoP Level III Confidential - P and ID L.S I.S H.S. Propane Suction Lines for ***
		25889-100-M6-1114-00010	004	CoP Level III Confidential - P and ID Propane Compressor ***

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6-1114-00011	003	CoP Level III Confidential - P and ID - Propane Refrigerant Condensers ***
		25889-100-M6-1114-00012	003	CoP Level III Confidential - P and ID - Propane Refrigerant Condensers ***
		25889-100-M6-1114-00013	003	CoP Level III Confidential - P and ID - Propane De-Inventory Pump
		25889-100-M6-1114-00014	003	CoP Level III Confidential - P and ID - H.S. Propane HRC Reflux Chiller
		25889-100-M6-1114-00016	003	CoP Level III Confidential - P and ID L.S. Propane HRC Reflux Chiller
		25889-100-M6-1114-00018	003	CoP Level III Confidential - P and ID Propane Subcoolers
		25889-100-M6-1114-00021	004	CoP Level III Confidential - P and ID - Auxiliary System for ***
		25889-100-M6-1114-00022	004	CoP Level III Confidential - P and ID - Auxiliary System for ***
		25889-100-M6-1114-00023	001	CoP Level III Confidential - P and ID Aux Propane Turb. Comp. Oil Coolers
		25889-100-M6-1114-00024	001	CoP Level III Confidential - P and ID Propane Gas Turbine Exhaust Stacks ***
		25889-100-M6D-1114-00001	002	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00002	002	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00003	002	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00004	002	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00005	001	CoP Level III Confidential - Line Designation Table 4 Pgs
		25889-100-M6D-1114-00006	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00007	003	CoP Level III Confidential - Line Designation Table 3 Pgs

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6D-1114-00008	001	CoP Level III Confidential - Line Designation Table 4 Pgs
		25889-100-M6D-1114-00009	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00010	003	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1114-00011	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00012	003	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00013	002	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00014	002	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00016	002	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00018	002	CoP Level III Confidential - Line Designation Table 4 Pgs
		25889-100-M6D-1114-00021	003	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00022	003	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1114-00023	001	CoP Level III Confidential - Line Designation Table
	Equipment Data Sheets (Confidential)	25889-100-MCD-14-C1411	001	CoP Level III Confidential - Compressor - LNG Refrigeration - Propane Compressors
		25889-100-MCD-14-L1411	000	CoP Level III Confidential - Special Purpose Oil Systems - API 614 5th Edition for API 614 Oil System Data Sheet for Propane Refrigeration Compressors
		25889-100-MED-14-E1401	003	CoP Level III Confidential - Heat Exchanger - LNG Refrigeration - Propane Refrigerant Condenser
		25889-100-MED-14-E1402	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Core in Shell Type for H.S. Propane-Methane - Ethylene Chiller

Title	Sub Title	Document Number	Rev	Description
		25889-100-MED-14-E1403	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Core in Shell Type for I.S. Propane-Methane - Ethylene - Feed Chiller
		25889-100-MED-14-E1404	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Core in Shell Type for L.S. Propane-Ethylene - Ethylene Cond - Feed Chiller
		25889-100-MED-14-E1406	003	CoP Level III Confidential - Shell and Tube Heat Exchanger Data Sheet for H.S. Propane Feed Chiller
		25889-100-MED-14-E1407	002	CoP Level III Confidential - Shell and Tube Heat Exchanger Data Sheet for Propane Purger Condenser Section
		25889-100-MED-14-E1408	003	CoP Level III Confidential - Shell and Tube Heat Exchanger Data Sheet for Low Stage Propane HRC Reflux Chiller
		25889-100-MED-14-E1409	003	CoP Level III Confidential - Shell and Tube Heat Exchanger Data Sheet for High Stage Propane HRC Reflux Chiller
		25889-100-MED-14-E1411	003	CoP Level III Confidential - Heat Exchanger - LNG Refrigeration - Propane Subcooler
		25889-100-MED-14-E1415	002	CoP Level III Confidential - Heat Exchanger - LNG Refrigeration - Propane Turbine- Compressor Oil Cooler
		25889-100-MPD-14-P1403	001	CoP Level III Confidential - Propane De- Inventory Pump
		25889-100-MUD-14-A1411	000	CoP Level III Confidential - Special Purpose Gear Units - API 613 5th Edition - USC Units for Special Purpose Gear Unit Propane Refrigeration Compressors
		25889-100-MUD-14-E1401	001	CoP Level III Confidential - Propane Refrigerant Condenser Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Propane Refrigerant Condenser Motor

Title	Sub Title	Document Number	Rev	Description
		25889-100-MUD-14-E1411	001	CoP Level III Confidential - Propane Subcooler Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Propane Subcooler Motor
		25889-100-MUD-14-E1415	001	CoP Level III Confidential - Propane-Ethylene- Methane-Turbine Compressor Oil cooler Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Propane- Ethylene-Methane Turbine-Compressor Oil Cooler Motors
		25889-100-MUD-14-P1403	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Ethylene De-Inventory Pump Motors
		25889-100-MUD-14-TC1411	001	CoP Level III Confidential - Combustion Gas Turbines - API 616 5th Edition - Combustion Gas Turbines - Propane Refrigeration Compressors
		25889-100-MUD-NPAUX1	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Mineral Lube Oil Pump Drivers Lube Oil Pumps
		25889-100-MUD-NPAUX2	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Turning Gear Motor Driver Turning Gear
		25889-100-MUD-NPAUX3	000	CoP Level III Confidential - Data Sheet From for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for MLO Mist Elimination Fan Drivers Fan
		25889-100-MUD-NPAUX4	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for GT Enclosure Fan Drivers Fan

Title	Sub Title	Document Number	Rev	Description
		25889-100-MUD-NPAUX6	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Water Wash Pump Drivers Pumps
		25889-100-MUD-NPAUX7	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) Hydraulic Starting Pump Driver Hydraulic Pump
		25889-100-MVD-14-V1404	001	CoP Level III Confidential - Mechanical Data Sheet for Columns-Vessels - Carbon Steel - Proprietary Propane Refrigerant Accumulator
		25889-100-MVD-14-V1405	001	CoP Level III Confidential - Mechanical Data Sheet for Columns-Vessels - Carbon Steel - Proprietary Propane Purger Absorber Section
		25889-100-MVD-14-V1411	001	CoP Level III Confidential - Mechanical Data Sheet for Columns-Vessels - Carbon Steel - Proprietary Low Stage Propane Suction Drums
		25889-100-MVD-14-V1412	001	CoP Level III Confidential - Mechanical Data Sheet for Columns-Vessels - Carbon Steel - Proprietary Interstage Propane Suction Drums
		25889-100-MVD-14-V1413	001	CoP Level III Confidential - Mechanical Data Sheet for Columns-Vessels - Carbon Steel - Proprietary High Stage Propane Suction Drums
		25889-100-MXD-14-A1411	000	CoP Level III Confidential - Special Purpose Coupling - API 671 4th Edition - ISO 10441-2007 - USC Units for Special Purpose Coupling (GT- GB) - Propane Refrigeration Compressors
		25889-100-MXD-14-B1411	000	CoP Level III Confidential - Special Purpose Coupling - API 671 4th Edition - ISO 10441-2007 - USC Units for Special Purpose Coupling (GB- HP) - Propane Refrigeration Compressors

Title	Sub Title	Document Number	Rev	Description
		25889-100-MXD-14-C1411	000	CoP Level III Confidential - Special Purpose Coupling - API 671 4th Edition - ISO 10441-2007 - USC Units for Special Purpose Coupling (HP- LP) - Propane Refrigeration Compressors
	Process Data Sheets (Confidential)	25889-100-MCA-1114-01411	002	CoP Level III Confidential - Centrifugal Compressor Specification Sheet - Propane Compressors
		25889-100-MEA-1114-01401	002	CoP Level III Confidential - Process Data Sheet Air Cooled Heat Exchanger - Propane Refrigeration Condenser
		25889-100-MEA-1114-01402	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Specification Sheet Core in Shell Type - H.S. Propane-Methane - Ethylene Chiller
		25889-100-MEA-1114-01403	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Specification Sheet Core in Shell Type - CoP I.S. Propane-Methane - Ethylene - Feed Chillers
		25889-100-MEA-1114-01404	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Specification Sheet Core in Shell Type - L.S. Propane-Ethylene Cond - Feed Chillers
		25889-100-MEA-1114-01406	002	CoP Level III Confidential - Process Data Sheet Heat Exchanger Specification Sheet - H.S. Propane - Feed Chiller
		25744-200-MEA-1114-01407	000	CoP Level III Confidential - Process Data Sheet Heat Exchanger Specification Sheet - Propane Purger Condenser Section
		25889-100-MEA-1114-01408	001	CoP Level III Confidential - Mechanical Shell and Tube Heat Exchanger Data Sheet - Low Stage Propane HRC Reflux Chiller
		25889-100-MEA-1114-01409	001	CoP Level III Confidential - Mechanical Shell and Tube Heat Exchanger Data Sheet - High Stage Propane HRC Reflux Chiller
		25889-100-MEA-1114-01411	002	CoP Level III Confidential - Process Data Sheet Air Cooled Heat Exchanger - Propane Subcooler

Title	Sub Title	Document Number	Rev	Description
		25744-200-MEA-1114-01415	000	CoP Level III Confidential - Process Data Sheet Air Cooled Heat Exchanger - Propane Turbine - Compressor Oil Cooler
		25744-200-MVA-1114-01404	000	CoP Level III Confidential - Vessel Specification Sheet for Propane Refrigerant Accumulator
		25744-200-MVA-1114-01405	000	CoP Level III Confidential - Vessel Specification Sheet for Propane Purger Absorber Section
		25744-200-MVA-1114-01411	000	CoP Level III Confidential - Vessel Specification Sheet - Low Stage Propane Suction Drums - Vertical
		25744-200-MVA-1114-01412	000	CoP Level III Confidential - Vessel Specification Sheet - Interstage Propane Suction Drums - Vertical
		25744-200-MVA-1114-01413	000	CoP Level III Confidential - Vessel Specification Sheet - High Stage Propane Suction Drums - Vertical
UNIT 15 - ETHYLENE REFRIGERATION (CONFIDENTIAL)	Process Flow Diagrams (Confidential)	25889-100-M5-1115-00001	003	CoP Level III Confidential - Process Flow Diagram - Ethylene Refrigeration
		25889-100-M5-1115-00002	002	CoP Level III Confidential - Process Flow Diagram - Ethylene Refrigeration
	P&I Diagrams and Line Designation Tables (Confidential)	25889-100-M6-1115-00001	003	CoP Level III Confidential - P and ID Ethylene Surge Drum
		25889-100-M6-1115-00002	003	CoP Level III Confidential - P and ID Ethylene Economizer
		25889-100-M6-1115-00003	003	CoP Level III Confidential - P and ID H.S. Ethylene Chiller
		25889-100-M6-1115-00004	003	CoP Level III Confidential - P and ID L.S. Ethylene Feed Condensers
		25889-100-M6-1115-00005	004	CoP Level III Confidential - P and ID Ethylene Compressor ***
		25889-100-M6-1115-00006	003	CoP Level III Confidential - P and ID Ethylene Discharge Coolers ***

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6-1115-00007	004	CoP Level III Confidential - P and ID Ethylene Compressor ***
		25889-100-M6-1115-00008	003	CoP Level III Confidential - P and ID Ethylene Discharge Coolers ***
		25889-100-M6-1115-00009	003	CoP Level III Confidential - P and ID Ethylene De-Inventory System
		25889-100-M6-1115-00010	003	CoP Level III Confidential - P and ID Heavies Removal Column Reflux Condenser
		25889-100-M6-1115-00011	003	CoP Level III Confidential - P and ID Heavies Removal Column Reflux Drum
		25889-100-M6-1115-00021	001	CoP Level III Confidential - P and ID Ethylene Cold Box Purge System
		25889-100-M6-1115-00022	004	CoP Level III Confidential - P and ID - Auxiliary System for ***
		25889-100-M6-1115-00023	004	CoP Level III Confidential - P and ID - Auxiliary System for ***
		25889-100-M6-1115-00024	001	CoP Level III Confidential - P and ID Aux Ethylene Turb Comp. Oil Coolers
		25889-100-M6-1115-00025	003	CoP Level III Confidential - P and ID Ethylene Economizer Details ***
		25889-100-M6D-1115-00001	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1115-00002	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1115-00003	002	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1115-00004	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1115-00005	002	CoP Level III Confidential - Line Designation Table 4 Pgs
		25889-100-M6D-1115-00006	002	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1115-00007	002	CoP Level III Confidential - Line Designation Table 4 Pgs

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6D-1115-00008	001	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1115-00009	001	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1115-00010	001	CoP Level III Confidential - Line Designation Table 2 Pgs
		25889-100-M6D-1115-00011	001	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1115-00021	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1115-00022	003	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1115-00023	003	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1115-00024	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1115-00025	001	CoP Level III Confidential - Line Designation Table
	Equipment Data Sheets (Confidential)	25889-100-MCD-15-C1511	001	CoP Level III Confidential - Compressor - LNG Refrigeration - Ethylene Compressor
		25889-100-MCD-15-L1511	000	CoP Level III Confidential - Special Purpose Oil Systems - API 614 5th Edition for API 614 Oil System Data Sheet for Ethylene Refrigeration Compressors
		25889-100-MED-15-E1503	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Core in Shell Type for H.S. Ethylene Feed - HRC Reflux Chiller
		25889-100-MED-15-E1504	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Core in Shell Type for L.S. Ethylene Feed Condenser
		25889-100-MED-15-E1505	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger for Ethylene Condenser

Title	Sub Title	Document Number	Rev	Description
		25889-100-MED-15-E1506	002	CoP Level III Confidential - Shell and Tube Heat Exchanger Data Sheet for Ethylene Purger Condenser Section
		25889-100-MED-15-E1508	001	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Core in Shell Type for Heavies Removal Column Reflux Condenser
		25889-100-MED-15-E1511	003	CoP Level III Confidential - Heat Exchanger - LNG Refrigeration - Ethylene Compressor Intercooler
		25889-100-MED-15-E1512	003	CoP Level III Confidential - Heat Exchanger - LNG Refrigeration - Ethylene Compressor Discharge Cooler
		25889-100-MED-15-E1515	002	CoP Level III Confidential - Heat Exchanger - LNG Refrigeration - Ethylene Turbine- Compressor Oil Cooler
		25889-100-MPD-15-P1501	000	CoP Level III Confidential - Ethylene De- Inventory Pump
		25889-100-MUD-15-A1511	000	CoP Level III Confidential - Special Purpose Gear Units - API 613 5th Edition - USC Units for Special Purpose Gear Unit Ethylene Refrigeration Compressors
		25889-100-MUD-15-E1511	001	CoP Level III Confidential - Ethylene Compressor Intercooler Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Ethylene Compressor Intercooler Motor
		25889-100-MUD-15-E1512	001	CoP Level III Confidential - Ethylene Compressor Discharge Cooler Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Ethylene Compressor Discharge Cooler Motor
		25889-100-MUD-15-P1501	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Propane De-Inventory Pump Motors

Title	Sub Title	Document Number	Rev	Description
		25889-100-MUD-15-TC1511	001	CoP Level III Confidential - Combustion Gas Turbines - API 616 5th Edition - Combustion Gas Turbines - Ethylene Refrigeration Compressors
		25889-100-MUD-NPAUX1	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Mineral Lube Oil Pump Drivers Lube Oil Pumps
		25889-100-MUD-NPAUX2	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Turning Gear Motor Driver Turning Gear
		25889-100-MUD-NPAUX3	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for MLO Mist Elimination Fan Drivers Fan
		25889-100-MUD-NPAUX4	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for GT Enclosure Fan Drivers Fan
		25889-100-MUD-NPAUX6	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Water Wash Pump Drivers Pumps
		25889-100-MUD-NPAUX7	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) Hydraulic Starting Pump Driver Hydraulic Pump
		25889-100-MVD-15-V1502	001	Confidential Level III - Ethylene Surge Drum Mechanical Data Sheet for Stainless Steel Vessels - Proprietary Ethylene Surge Drum
		25889-100-MVD-15-V1503	001	Confidential Level III - Ethylene Purger Absorber Section Mechanical Data Sheet for Stainless Steel Vessels - Proprietary Ethylene Purger Absorber Section

Title	Sub Title	Document Number	Rev	Description
		25889-100-MVD-15-V1507	001	Confidential Level III - Mechanical Data Sheet Heavies Removal Column Reflux Drum for Stainless Steel Vessels - Proprietary Heavies Removal Column Reflux Drum
		25889-100-MXD-15-A1511	000	CoP Level III Confidential - Special Purpose Coupling - API 671 4th Edition - ISO 10441-2007 - USC Units for Special Purpose Coupling (GT- HP) - Ethylene Refrigeration Compressors
		25889-100-MXD-15-B1511	000	CoP Level III Confidential - Special Purpose Coupling - API 671 4th Edition - Iso 10441-2007 - USC Units for Special Purpose Coupling (HB- GB) Ethylene Refrigeration Compressors
		25889-100-MXD-15-C1511	000	CoP Level III Confidential - Special Purpose Coupling - API 671 4th Edition - ISO 10441-2007 - USC Units for Special Purpose Coupling (GB- LP) - Ethylene Refrigeration Compressors
	Process Data Sheets (Confidential)	25889-100-MCA-1115-01511	002	CoP Level III Confidential - Ethylene Compressors
		25889-100-MEA-1115-01505	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Specification Sheet Core In Shell Type - Ethylene Economizer
		25744-200-MEA-1115-01506	000	CoP Level III Confidential - Process Data Sheet Heat Exchanger Specification Sheet for Ethylene Purger Condenser Section
		25744-200-MEA-1115-01508	000	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Specification Sheet Core in Shell Type - Heavies Removal Column Reflux Condenser
		25889-100-MEA-1115-01511	002	CoP Level III Confidential - Process Data Sheet Air Cooled Heat Exchanger - Ethylene Compressor Intercoolers
		25889-100-MEA-1115-01512	002	CoP Level III Confidential - Process Data Sheet Air Cooled Heat Exchanger - Ethylene Compressor Discharge Coolers

Title	Sub Title	Document Number	Rev	Description
		25744-200-MEA-1115-01515	000	CoP Level III Confidential - Process Data Sheet Air Cooled Heat Exchanger - Ethylene Turbine - Compressor Oil Cooler
		25744-200-MVA-1115-01502	000	CoP Level III Confidential - Vessel Specification Sheet for Ethylene Surge Drum
		25744-200-MVA-1115-01503	000	CoP Level III Confidential - Vessel Specification Sheet for Ethylene Purger Absorber Section
		25744-200-MVA-1115-01507	000	CoP Level III Confidential - Vessel Specification Sheet - Heavies Removal Column Reflux Drum
*** LIQUEFACTION & METHANE COMPRESSION (CONFIDENTIAL)	Process Flow Diagrams (Confidential)	25889-100-M5-1116-00001	002	CoP Level III Confidential - Process Flow Diagram - Liquefaction and Methane Compressor
	P&I Diagrams and Line Designation Tables (Confidential)	25889-100-M6-1116-00001	003	CoP Level III Confidential - P and ID Methane Economizer
		25889-100-M6-1116-00002	003	CoP Level III Confidential - P and ID Methane H. S. Flash Drum and I. S. Flash Drum
		25889-100-M6-1116-00003	003	CoP Level III Confidential - P and ID Methane L. S. Flash Drum
		25889-100-M6-1116-00004	004	CoP Level III Confidential - P and ID - LNG Transfer Pumps
		25889-100-M6-1116-00006	004	CoP Level III Confidential - P and ID LP Methane Compressor ***
		25889-100-M6-1116-00007	003	CoP Level III Confidential - P and ID MP Methane Compressor ***
		25889-100-M6-1116-00008	003	CoP Level III Confidential - P and ID HP Methane Compressor ***
		25889-100-M6-1116-00010	004	CoP Level III Confidential - P and ID LP Methane Compressor ***
		25889-100-M6-1116-00011	003	CoP Level III Confidential - P and ID MP Methane Compressor ***

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6-1116-00012	003	CoP Level III Confidential - P and ID HP Methane Compressor ***
		25889-100-M6-1116-00021	001	CoP Level III Confidential - P and ID Methane Cold Box Purge System
		25889-100-M6-1116-00022	004	CoP Level III Confidential - P and ID - Auxiliary System for ***
		25889-100-M6-1116-00023	004	CoP Level III Confidential - P and ID - Auxiliary System for ***
		25889-100-M6-1116-00024	001	CoP Level III Confidential - P and ID Aux - Methane Turb. Comp. Oil Coolers
		25889-100-M6-1116-00025	001	CoP Level III Confidential - P and ID Methane Gas Turbine Exhaust Stacks ***
		25889-100-M6-1116-00026	003	CoP Level III Confidential - P and ID Methane Economizer Details
		25744-200-M6-1116-00027	003	CoP Level III Confidential - P and ID Interstage Methane Economizer Details
		25889-100-M6D-1116-00001	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1116-00002	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1116-00003	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1116-00004	002	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1116-00006	002	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1116-00007	001	CoP Level III Confidential - Line Designation Table 2 Pgs
		25889-100-M6D-1116-00008	001	CoP Level III Confidential - Line Designation Table 4 Pgs
		25889-100-M6D-1116-00010	002	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1116-00011	001	CoP Level III Confidential - Line Designation Table 2 Pgs

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6D-1116-00012	001	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1116-00021	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1116-00022	003	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1116-00023	003	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1116-00024	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1116-00026	001	CoP Level III Confidential - Line Designation Table
		25889-100-M6D-1116-00027	001	CoP Level III Confidential - Line Designation Table
	Equipment Data Sheets (Confidential)	25889-100-MCD-16-C1611	001	CoP Level III Confidential - Compressor - LNG Refrigeration - Methane Compressor
		25889-100-MCD-16-L1611	000	CoP Level III Confidential - Special Purpose Oil Systems - API 614 5th Edition for API 614 Oil System Data Sheet for Methane Refrigeration Compressors
		25889-100-MED-16-E1605	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger for Methane Economizer
		25889-100-MED-16-E1606	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger for Interstage Methane Economizer
		25889-100-MED-16-E1611	003	CoP Level III Confidential - Heat Exchanger - LNG Refrigeration - L.S. Methane Discharge Coolers
		25889-100-MED-16-E1612	003	CoP Level III Confidential - Heat Exchanger - LNG Refrigeration - I.S. Methane Discharge Coolers
		25889-100-MED-16-E1613	003	CoP Level III Confidential - Heat Exchanger - LNG Refrigeration - H.S. Methane Discharge Coolers
		25889-100-MED-16-E1615	002	CoP Level III Confidential - Heat Exchanger - LNG Refrigeration - Methane Turbine- Compressor Oil Cooler

Title	Sub Title	Document Number	Rev	Description
		25889-100-MVD-16-V1602	001	CoP Level III Confidential - Mechanical Data Sheet - Vessels for H.S. Flash Drum
		25889-100-MVD-16-V1603	001	CoP Level III Confidential - Mechanical Data Sheet - Vessels for I.S. Flash Drum
		25889-100-MVD-16-V1604	001	CoP Level III Confidential - Mechanical Data Sheet - Vessels for L.S. Flash Drum
		25889-100-MPD-16-P1601	001	CoP Level III Confidential - LNG Transfer Pump
		25889-100-MUD-16-E1611	001	CoP Level III Confidential - L.S. Methane Discharge Cooler Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - L.S. Methane Discharge Cooler Motor
		25889-100-MUD-16-E1612	001	CoP Level III Confidential - I.S. Methane Discharge Cooler Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - I.S. Methane Discharge Cooler Motor
		25889-100-MUD-16-E1613	001	CoP Level III Confidential - H.S. Methane Discharge Cooler Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - H.S. Methane Discharge Cooler Motor
		25889-100-MUD-16-P1601	001	CoP Level III Confidential - Data Sheet for Medium Voltage Squirrel Cage Induction Motors 250 HP and Larger for LNG Transfer Pump Motor LNG Transfer Pump
		25889-100-MUD-16-TC1611	001	CoP Level III Confidential - Combustion Gas Turbines - API 616 5th Edition - Combustion Gas Turbines -Methane Refrigeration Compressors
		25889-100-MUD-NPAUX1	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Mineral Lube Oil Pump Drivers Lube Oil Pumps

Title	Sub Title	Document Number	Rev	Description
		25889-100-MUD-NPAUX2	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Turning Gear Motor Driver Turning Gear
		25889-100-MUD-NPAUX3	000	CoP Level III Confidential - Data Sheet From for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for MLO Mist Elimination Fan Drivers Fan
		25889-100-MUD-NPAUX4	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for GT Enclosure Fan Drivers Fan
		25889-100-MUD-NPAUX6	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Water Wash Pump Drivers Pumps
		25889-100-MUD-NPAUX7	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) Hydraulic Starting Pump Driver Hydraulic Pump
		25889-100-MXD-16-A1611	000	CoP Level III Confidential - Special Purpose Coupling - API 671 4th Edition - ISO 10441-2007 - USC Units for Special Purpose Coupling (GT- LP) - Methane Refrigeration Compressors
		25889-100-MXD-16-B1611	000	CoP Level III Confidential - Special Purpose Coupling - API 671 4th Edition - ISO 10441-2007 - USC Units for Special Purpose Coupling (LP- MP) - Methane Refrigeration Compressors
		25889-100-MXD-16-C1611	000	CoP Level III Confidential - Special Purpose Coupling - API 671 4th Edition - ISO 10441-2007 - USC Units for Special Purpose Coupling (MP- HP) - Methane Refrigeration Compressors
	Process Data Sheets (Confidential)	25889-100-MCA-1116-01611	002	CoP Level III Confidential - Methane Compressors

Title	Sub Title	Document Number	Rev	Description
		25889-100-MEA-1116-01605	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Specification Sheet Core In Shell Type - Methane Economizer
		25889-100-MEA-1116-01606	002	CoP Level III Confidential - Brazed Aluminum Heat Exchanger Specification Sheet Core In Shell Type - Interstage Methane Economizer
		25889-100-MEA-1116-01611	002	CoP Level III Confidential - Process Data Sheet Air Cooled Heat Exchanger - L.S. Methane Discharge Coolers
		25889-100-MEA-1116-01612	002	CoP Level III Confidential - Process Data Sheet Air Cooled Heat Exchanger - I.S. Methane Discharge Coolers
		25889-100-MEA-1116-01613	002	CoP Level III Confidential - Process Data Sheet Air Cooled Heat Exchanger - H.S. Methane Discharge Coolers
		25744-200-MEA-1116-01615	000	CoP Level III Confidential - Process Data Sheet Air Cooled Heat Exchanger - Methane Turbine - Compressor Oil Cooler
		25744-200-MVA-1116-01602	000	CoP Level III Confidential - Vessel Specification Sheet - H.S. Flash Drum
		25744-200-MVA-1116-01603	000	CoP Level III Confidential - Vessel Specification Sheet - I.S. Flash Drum
		25744-200-MVA-1116-01604	000	CoP Level III Confidential - Vessel Specification Sheet - L.S. Flash Drum
*** HEAVIES REMOVAL & NGL RECOVERY (CONFIDENTIAL)	Process Flow Diagrams (Confidential)	25889-100-M5-1117-00001	003	CoP Level III Confidential - Process Flow Diagram - Heavies Removal - NGL Recovery
	P&I Diagrams and Line Designation Tables (Confidential)	25889-100-M6-1117-00001	003	CoP Level III Confidential - P and ID Heavies Removal Column and Reboiler
		25889-100-M6-1117-00002	003	CoP Level III Confidential - P and ID Heavies Removal Column Reflux Pumps

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6-1117-00003	003	CoP Level III Confidential - P and ID Debutanizer Feed Heater
		25889-100-M6-1117-00004	003	CoP Level III Confidential - P and ID Debutanizer ***
		25889-100-M6-1117-00005	003	CoP Level III Confidential - P and ID Debutanizer Overhead Cooler and Reflux Drum
		25889-100-M6-1117-00006	003	CoP Level III Confidential - P and ID LPG and Debutanizer Reflux Pumps
		25889-100-M6-1117-00007	003	CoP Level III Confidential - P and ID HRC Reflux Pump Minimum Flow
		25889-100-M6D-1117-00001	002	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1117-00002	001	CoP Level III Confidential - Line Designation Table 4 Pgs
		25889-100-M6D-1117-00003	002	CoP Level III Confidential - Line Designation Table 2 Pgs
		25889-100-M6D-1117-00004	002	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1117-00005	001	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1117-00006	001	CoP Level III Confidential - Line Designation Table 3 Pgs
		25889-100-M6D-1117-00007	001	CoP Level III Confidential - Line Designation Table 3 Pgs
	Equipment Data Sheets (Confidential)	25744-200-MED-17-E1701	003	CoP Level III Confidential - Heat Exchanger - Air Cooled - Debutanizer Reflux Condenser
		25744-200-MED-17-E1702	003	CoP Level III Confidential - Shell and Tube Heat Exchanger Data Sheet for Debutanizer Reboiler
		25744-200-MED-17-E1704	003	CoP Level III Confidential - Shell and Tube Heat Exchanger Data Sheet for Debutanizer Feed Heater
		25744-200-MED-17-E1705	003	CoP Level III Confidential - Shell and Tube Heat Exchanger Data Sheet for Heavies Removal Column Reboiler

Title	Sub Title	Document Number	Rev	Description
		25744-200-MPD-17-P1701	000	CoP Level III Confidential - Debutanizer Reflux Pumps
		25744-200-MPD-17-P1702	001	CoP Level III Confidential - Heavies Removal Column Reflux Pumps
		25744-200-MPD-17-P1703	000	CoP Level III Confidential - HRC Heavies Reflux Pumps
		25744-200-MUD-17-E1701	001	CoP Level III Confidential - Debutanizer Reflux Condenser Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Debutanizer Reflux Condenser Motor
		25744-200-MUD-17-P1701	000	CoP Level III Confidential - Data Sheet for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Debutanizer Reflux Pump Motors
		25744-200-MUD-17-P1702	001	CoP Level III Confidential - Data Sheet for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) for Heavies Removal Column Reflux Pump Motor Heavies Removal Column Reflux Pump
		25744-200-MUD-17-P1703	000	CoP Level III Confidential - Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - HRC Heavies Reflux Pump Motors
		25744-200-MVD-17-V1701	001	CoP Level III Confidential - Mechanical Data Sheet Heavies Removal Column for Stainless Steel Vessels - Proprietary Heavies Removal Column
		25744-200-MVD-17-V1702	002	CoP Level III Confidential - Mechanical Data Sheet Debutanizer for Stainless Steel Vessels - Proprietary Debutanizer
		25744-200-MVD-17-V1703	001	CoP Level III Confidential - Mechanical Data Sheet Debutanizer Reflux Drum for Stainless Steel Vessels - Proprietary Debutanizer Reflux Drum

Title	Sub Title	Document Number	Rev	Description
		25744-200-MVD-17-V1705	001	CoP Level III Confidential - Mechanical Data Sheet HRC Heavies Reflux Drum for Stainless Steel Vessels - Proprietary HRC Heavies Reflux Drum
	Process Data Sheets (Confidential)	25889-100-MEA-1117-01701	000	CoP Level III Confidential - Process Data Sheet Air Cooled Heat Exchanger - Heavies Removal - NGL Recovery
		25889-100-MEA-1117-01702	000	CoP Level III Confidential - Process Data Sheet Heat Exchanger Specification Sheet - Debutanizer Reboiler
		25889-100-MEA-1117-01704	000	CoP Level III Confidential - Process Data Sheet Heat Exchanger Specification Sheet - Debutanizer Feed Heater
		25889-100-MEA-1117-01705	000	CoP Level III Confidential - Process Data Sheet Heat Exchanger Specification Sheet - Heavies Removal Column Reboiler
		25889-100-MVA-1117-01701	000	CoP Level III Confidential - Column Specification Sheet - Heavies Removal Column
		25889-100-MVA-1117-01702	000	CoP Level III Confidential - Column Specification Sheet - Debutanizer
		25889-100-MVA-1117-01703	000	CoP Level III Confidential - Vessel Specification Sheet - Debutanizer Reflux Drum
		25889-100-MVA-1117-01705	000	CoP Level III Confidential - Vessel Specification Sheet - HRC Heavies Reflux Drum - Mist Eliminator
UNIT 18 - CONDENSATE STABILIZATION	Process Flow Diagrams	25889-100-M5-1118-00001	002	Process Flow Diagram - Condensate Stabilization
	P&I Diagrams and Line Designation Tables	25889-100-M6-1118-00001	003	P and ID - Condensate Stabilizer
		25889-100-M6-1118-00002	003	P and ID - Stabilizer Bottoms
	1	25889-100-M6-1118-00003	003	P and ID - Stabilizer Condenser and Reflux Drum
		25889-100-M6-1118-00004	003	P and ID - Stabilizer Reflux and Pentanes Charge Pumps

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6D-1118-00001	001	Line Designation Table
		25889-100-M6D-1118-00002	001	Line Designation Table
		25889-100-M6D-1118-00003	001	Line Designation Table
		25889-100-M6D-1118-00004	001	Line Designation Table
	Equipment Data Sheets	25889-200-MED-18-E1810	003	Heat Exchanger - Air Cooled - Stabilizer Condenser
		25889-200-MED-18-E1819	003	Shell and Tube Heat Exchanger Data Sheet for Stabilizer Reboiler
		25889-200-MED-18-E1828	003	Heat Exchanger - Air Cooled - Condensate Cooler
		25889-200-MPD-18-P1802	000	Stabilizer Reflux Pumps
		25889-200-MPD-18-P1803	000	Pentanes Charge Pumps
		25889-200-MUD-18-E1810	001	Stabilizer Condenser Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Stabilizer Condenser Motor
		25889-200-MUD-18-E1828	001	Stabilizer Condenser Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Condensate Cooler Motor
		25889-200-MUD-18-P1802	000	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA)
		25889-200-MUD-18-P1803	000	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Pentanes Charge Pump Motors
		25889-200-MVD-18-V1810	001	Mechanical Data Sheet Columns and Vessels (Carbon Steel) - Non Proprietary for Condensate Stabilizer
		25889-200-MVD-18-V1811	001	Mechanical Data Sheet Columns and Vessels (Carbon Steel) - Non Proprietary for Stabilizer Reflux Drum
		25889-200-MVD-18-V1812	001	Mechanical Data Sheet Columns and Vessels (Carbon Steel) - Non Proprietary for Stabilizer Feed Drum
	Process Data Sheets	25889-100-MEA-1118-01810	001	Process Data Sheet Air Cooled Heat Exchanger - Stabilizer Condenser

Title	Sub Title	Document Number	Rev	Description
		25889-100-MEA-1118-01819	001	Process Data Sheet Heat Exchanger Specification Sheet - Stabilizer Reboiler
		25889-100-MEA-1118-01828	001	Process Data Sheet Air Cooled Heat Exchanger - Condensate Cooler
		25744-200-MVA-1118-01810	001	Column Specification Sheet - Condensate Stabilizer
		25744-200-MVA-1118-01811	000	Vessel Specification Sheet Stabilizer Reflux Drum
		25744-200-MVA-1118-01812	000	Vessel Specification Sheet - Stabilizer Feed Drum
UNIT 19 - FLARES	Process Flow Diagrams	25889-100-M5-1119-00003	002	Utility Flow Diagram Thermal Oxidizer
		25889-100-M5-1119-00004	002	Process Flow Diagram H2S Removal
	P&I Diagrams and Line Designation Tables	25889-100-M6-1119-00001	003	P and ID - Wet Flare ISBL Collection - 1
		25889-100-M6-1219-00002	003	P and ID - Wet Flare ISBL Collection - 2
		25889-100-M6-1119-00003	003	P and ID - Dry Flare ISBL Collection - 1
		25889-100-M6-1119-00004	003	P and ID - Dry Flare ISBL Collection - 2
		25889-100-M6-1119-00005	003	P and ID - Cold Blowdown ISBL Collection
		25889-100-M6-1119-00006	003	P and ID - Thermal Oxidizer K.O. Drum and Pump
		25889-100-M6-1119-00007	001	P and ID - Thermal Oxidizer
		25889-100-M6-1119-00008	002	P and ID - H2S Removal Skid - 1
		25889-100-M6-1119-00009	002	P and ID - H2S Removal Skid - 2
		25889-100-M6-1119-00010	002	P and ID - H2S Removal Skid - 3
		25889-100-M6-1119-00011	003	P and ID - Wet Flare ISBL Collection - 3
		25889-100-M6-1119-00012	003	P and ID - Wet Flare Collection - 4
		25889-100-M6-1119-00013	003	P and ID - Dry Flare ISBL Collection - 3
		25889-100-M6D-1119-00001	001	Line Designation Table
		25889-100-M6D-1219-00002	001	Line Designation Table
		25889-100-M6D-1119-00003	001	Line Designation Table
		25889-100-M6D-1119-00004	001	Line Designation Table
		25889-100-M6D-1119-00005	001	Line Designation Table
		25889-100-M6D-1119-00006	001	Line Designation Table 2 pgs

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6D-1119-00007	001	Line Designation Table
		25889-100-M6D-1119-00008	001	Line Designation Table
		25889-100-M6D-1119-00009	001	Line Designation Table
		25889-100-M6D-1119-00010	001	Line Designation Table
		25889-100-M6D-1119-00011	001	Line Designation Table
		25889-100-M6D-1119-00012	001	Line Designation Table
		25889-100-M6D-1119-00013	001	Line Designation Table
	Equipment Data Sheets	25889-100-MPD-19-P1902	000	Thermal Oxidizer KO Drum Pumps Pump Data Sheet
		25889-100-MPD-19-PK1901A	001	Spent Scavenger Pump Data Sheet
		25889-100-MUD-19-PK1901A	002	Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) Datasheet
		25889-100-MUD-19-P1902	000	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) Thermal Oxidizer KO Drum Pumps
		25889-100-MVD-19-PK1901A	001	Mechanical Data Sheet Sweetening Tower - Sweetening Tower
		25889-100-MVD-19-PK1901B	001	Mechanical Data Sheet Waste Gas Separator - Waste Gas Separator
		25889-100-MVD-19-V1902	001	Mechanical Data Sheet - Columns - Vessels - Stainless Steel - SS Clad - Dry Gas Flare K.O. Drum
		25889-100-MVD-19-V1904	001	Mechanical Data Sheet for Columns-Vessels - Stainless Steel-SS Clad Thermal Oxidizer K.O. Drum
		25889-100-MXD-19-PK1901	001	H2S Removal Package Mechanical Data Sheet - H2S Removal
	Process Data Sheets	25744-200-MBA-1119-01901	000	Incinerator Specification Sheet - Thermal Oxidizer
		25744-200-MKA-1119-K0001	000	Process Specification for H2S Removal System
UNIT 22 - FUEL GAS SYSTEM	Utility Flow Diagrams	25889-100-M5-1122-00001	002	Utility Flow Diagram - Fuel Gas System

Title	Sub Title	Document Number	Rev	Description
		25889-100-M5-1122-00002	002	Utility Flow Diagram - Fuel Gas System
	P&I Diagrams and Line Designation Tables	25889-100-M6-1122-00001	003	P and ID - Fuel Gas Heater
		25889-100-M6-1122-00002	002	P and ID - HP Fuel Gas KO Drum
		25889-100-M6-1122-00003	003	P and ID - HP Fuel Gas Distribution
		25889-100-M6-1222-00004	003	P and ID - LP Fuel Gas System
		25889-100-M6-1122-00005	002	P and ID - Defrost Gas Distribution
		25889-100-M6-1222-00006	002	P and ID - Start-Up Fuel Gas Electrical Heater
		25889-100-M6D-1122-00001	001	Line Designation Table
		25889-100-M6D-1122-00002	001	Line Designation Table
		25889-100-M6D-1122-00003	002	Line Designation Table
		25889-100-M6D-1222-00004	001	Line Designation Table
		25889-100-M6D-1122-00005	001	Line Designation Table
		25889-100-M6D-1222-00006	001	Line Designation Table
	Equipment Data Sheets	25889-100-MED-22-E2201	002	Shell and Tube Heat Exchanger Data Sheet for Fuel Gas Heater
		25889-100-MED-22-E2202	001	Electric Heater Mechanical Data Sheet - Start-Up Fuel Gas Electrical Heater
		25889-100-MED-22-E2206	002	Shell and Tube Heat Exchanger Data Sheet for Pentane Heater
		25889-100-MFD-22-F2211	003	Mechanical Data Sheet for Coalescers - Compressor Turbine Fuel Gas Filter
		25889-100-MVD-22-V2201	001	Mechanical Data Sheet Columns and Vessels (Carbon Steel) - Non Proprietary for HP Fuel Gas K.O. Drum
		25889-100-MVD-22-V2202	001	Mechanical Data Sheet Columns and Vessels (Carbon Steel) - Non Proprietary for LP Fuel Gas K.O. Drum
	Process Data Sheets	25889-100-MEA-1122-02201	001	Process Data Sheet Heat Exchanger Specification Sheet - Fuel Gas Heater
		25744-200-MEA-1122-02202	000	Electric Heater Specification Sheet - Start-Up Fuel Gas Electrical Heater

Title	Sub Title	Document Number	Rev	Description
		25744-200-MEA-1122-02206	000	Process Data Sheet Heat Exchanger Specification Sheet - Pentane Heater
		25744-200-MFA-1122-02211	000	Filter Specification Sheet - Compressor Turbine Fuel Gas Filter
		25744-200-MVA-1122-02201	000	Vessel Specification Sheet - HP Fuel Gas KO Drum
		25744-200-MVA-1122-02202	000	Vessel Specification Sheet - LP Fuel Gas KO Drum
UNIT 24 - LNG STORAGE AND BOG COMPRESSORS	Process Flow Diagrams	25889-100-M5-0024-00001	002	Process Flow Diagram - LNG Transfer and Storage
	P&I Diagrams and Line Designation Tables	25889-100-M6-0024-00009	002	P and ID - LNG Storage Tank 00S-2401A Transfer Lines
		25889-100-M6-0024-00010	002	P and ID - LNG Storage Tank 00S-2401A
		25889-100-M6-0024-00011	003	P and ID - LNG Storage Tank 00S-2401A Intank Pumps - Sheet 1 of 2
		25889-100-M6-0024-00012	003	P and ID - LNG Storage Tank 00S-2401A Intank Pumps - Sheet 2 of 2
		25889-100-M6-0024-00013	001	P and ID - LNG Storage Tank 00S-2401A - Safety Relief Devices and Purge Layout
		25889-100-M6-0024-00014	001	P and ID - LNG Storage Tank 00S-2401A Instrumentation
		25889-100-M6-0024-00015	001	P and ID - LNG Storage Tank 00S-2401A Intank Pump - Cable Seal Blanket
		25744-400-M6-2024-00036	000	P and ID - East Jetty LNG Transfer and Cooldown Lines
		25744-400-M6-2024-00037	00B	P and ID - East Jetty LNG Transfer Arm 20K- 2402A
		25744-400-M6-2024-00038	00B	P and ID - East Jetty LNG Transfer Arm (Hybrid) 20K-2402B
		25744-400-M6-2024-00039	00B	P and ID - East Jetty Vapor Arm 20K-2402C
		25744-400-M6-2024-00040	00B	P and ID - East Jetty LNG Transfer Arm 20K- 2402D
		25889-100-M6D-0024-00009	001	Line Designation Table

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6D-0024-00010	001	Line Designation Table
		25889-100-M6D-0024-00011	000	Line Designation Table
		25889-100-M6D-0024-00012	001	Line Designation Table
		25889-100-M6D-0024-00013	001	Line Designation Table
		25889-100-M6D-0024-00014	001	Line Designation Table
		25889-100-M6D-0024-00015	000	Line Designation Table
		25744-400-M6D-2024-00036	00B	Line Designation Table
		25744-400-M6D-2024-00037	00B	Line Designation Table
		25744-400-M6D-2024-00038	00B	Line Designation Table
		25744-400-M6D-2024-00039	00B	Line Designation Table
		25744-400-M6D-2024-00040	00B	Line Designation Table
	Equipment Data Sheets	25889-100-MTD-MTD0- 00001	000	Data Sheet - LNG Storage Tanks
		25889-100-MUD-24-P2401	001	Data Sheet for Medium Voltage Squirrel Cage Induction Motors 250 HP and Larger for LNG In Tank Pumps Motor LNG In Tank Pumps
		25889-100-MUD-24-P24L1	001	Data Sheet for Medium Voltage Squirrel Cage Induction Motors 250 HP and Larger for LNG In Tank Pumps Motor LNG In Tank Pumps
	Process Data Sheets	25744-200-MTA-0024-02401	000	Tank Specification Sheet for LNG Storage Tanks
UNIT 29 - EFFLUENT TREATMENT	Utility Flow Diagrams	25889-100-M5-0029-00002	001	Utility Flow Diagram - Sewage Collection
	P&I Diagrams and Line Designation Tables	25889-100-M6-0029-00005	001	P and ID - Sanitary Lift Stations - Sheet 2 of 2
		25889-100-M6-1129-00001	002	P and ID - Compressor Area Collection Tank
		25889-100-M6D-0029-00005	000	Line Designation Table
		25889-100-M6D-1129-00001	001	Line Designation Table
	Equipment Data Sheets	25889-100-MTD-29-S2902	003	Compressor Area Collection Tank Mechanical Data Sheet Shop Fabricated Tanks - Compressor Area Collection Tank

Title	Sub Title	Document Number	Rev	Description
	Process Data Sheets	25889-100-MWA-0029-02924	000	East Jetty Marine Bldg Sanitary Lift Station Datasheet
UNIT 31 - POWER GENERATION	P&I Diagrams and Line Designation Tables	25889-100-M6-1131-00001	000	P and ID - ISBL Transformer Curbs
		25889-100-M6D-1131-00001	000	Line Designation Table
UNIT 33 - FIREWATER SYSTEM	Utility Flow Diagrams	25889-100-M5-0033-00001	000	Utility Flow Diagram Firewater System
	P&I Diagrams and Line Designation Tables	25889-100-M6-0033-00003	002	P and ID - Firewater Distribution (OSBL) - 1
		25889-100-M6-0033-00006	002	P and ID - Firewater Distribution (OSBL) - 4
		25889-100-M6-0033-00007	001	P and ID - Firewater Distribution (OSBL) - 5
		25889-100-M6-0033-00008	001	P and ID - Fire Water Distribution (OSBL) - Jetties
		25889-100-M6-1133-00001	002	P and ID - Train 1 Firewater Distribution
		25889-100-M6-1133-00002	002	P and ID - ISBL Fire and Gas System
		25889-100-M6D-0033-00003	001	Line Designation Table
		25889-100-M6D-0033-00006	001	Line Designation Table
		25889-100-M6D-0033-00007	001	Line Designation Table
		25889-100-M6D-0033-00008	000	Line Designation Table
		25889-100-M6D-1133-00001	002	Line Designation Table
UNIT 34 - HOT OIL SYSTEM	Utility Flow Diagrams	25889-100-M5-1134-00001	002	Utility Flow Diagram Hot Oil System
	P&I Diagrams and Line Designation Tables	25889-100-M6-1134-00001	002	P and ID - Hot Oil Surge Drum
		25889-100-M6-1134-00002	001	P and ID - Hot Oil Pumps
		25889-100-M6-1134-00003	002	P and ID - Waste Heat Recovery Unit 11WHR- 3411
		25889-100-M6-1134-00004	002	P and ID - Waste Heat Recovery Unit 11WHR- 3421
		25889-100-M6-1134-00005	001	P and ID - Hot Oil Distribution

Title	Sub Title	Document Number	Rev	Description
		25889-100-M6-1134-00006	002	P and ID - Hot Oil Sump
		25889-100-M6-1134-00007	002	P and ID - Hot Oil WHRU on Thermal Oxidizer
		25889-100-M6-1134-00008	001	P and ID - Hot Oil PSV Discharge Return Header
		25889-100-M6D-1134-00001	002	Line Designation Table 2 pgs
		25889-100-M6D-1134-00002	001	Line Designation Table 3 pgs
		25889-100-M6D-1134-00003	002	Line Designation Table 2 pgs
		25889-100-M6D-1134-00004	002	Line Designation Table 2 pgs
		25889-100-M6D-1134-00005	002	Line Designation Table 3 pgs
		25889-100-M6D-1134-00006	003	Line Designation Table 3 pgs
		25889-100-M6D-1134-00007	001	Line Designation Table 2 pgs
		25889-100-M6D-1134-00008	001	Line Designation Table
	Equipment Data Sheets	25889-100-MBD-34-B3411	001	Waste Heat Recovery Unit for Hot Oil and Regen Gas Heating
		25889-100-MBD-34-B3412	001	GT Exhaust Stack for Flue Gas
		25889-100-MED-34-E3401	002	Heat Exchanger - Air Cooled - Hot Oil Trim Cooler
		25889-100-MPD-34-P3401	000	Hot Oil Pumps Pump Data Sheet
		25889-100-MPD-34-P3403	000	Hot Oil Sump Pumps Pump Data Sheet
		25889-100-MUD-34-E3401	001	Hot Oil Trim Cooler Motor Data Sheet Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) - Hot Oil Trim Cooler Motor
		25889-100-MFD-34-F3401	003	Mechanical Data Sheet - Filters and Gas Separators - Hot Oil Filter
		25889-100-MFD-34-F3402	003	Mechanical Data Sheet - Filters and Gas Separators - Hot Oil Sump Filter
		25889-100-MUD-34-P3401	000	Data Sheet for Medium Voltage Squirrel Cage Induction Motors 250 HP and Larger for Hot Oil Pump Motors Hot Oil Pumps
		25889-100-MUD-34-P3403	000	Data Sheet Form for Low Voltage Squirrel Cage Induction Motors 200 HP and Smaller (NEMA) Hot Oil Sump Pump Motor

Title	Sub Title	Document Number	Rev	Description
		25889-100-MVD-34-V3401	001	Mechanical Data Sheet Columns and Vessels (Carbon Steel) - Non Proprietary for Hot Oil Surge Drum
		25889-100-MVD-34-V3402	001	Mechanical Data Sheet Columns and Vessels (Carbon Steel) - Non Proprietary for Hot Oil Sump Drum
	Process Data Sheets	25744-200-MBA-1134-03411	000	Waste Heat Recovery Unit Specification Sheet - Waste Heat Recovery Unit
		25744-200-MEA-1134-03401	000	Process Data Sheet Air Cooled Heat Exchanger - Hot Oil Trim Cooler
		25744-200-MFA-1134-03401	000	Filter Specification Sheet for Hot Oil Filter
		25744-200-MFA-1134-03402	000	Filter Specification Sheet for Hot Oil Sump Filter
		25744-200-MVA-1134-03401	000	Vessel Specification Sheet for Hot Oil Surge Drum
		25744-200-MVA-1134-03402	000	Vessel Specification Sheet for Hot Oil Sump Drum
UNIT 35 - PLANT / INSTRUMENT AIR	P&I Diagrams and Line Designation Tables	25889-100-M6-1135-00001	002	P and ID - Instrument Air ISBL Distribution
		25889-100-M6-1135-00002	002	P and ID - Plant Air ISBL Distribution - 1
		25889-100-M6-1135-00003	002	P and ID - Plant Air ISBL Distribution - 2
		25889-100-M6D-1135-00001	002	Line Designation Table
		25889-100-M6D-1135-00002	001	Line Designation Table
		25889-100-M6D-1135-00003	001	Line Designation Table
UNIT 36 - WATER STORAGE / TREATMENT	P&I Diagrams and Line Designation Tables	25889-100-M6-1136-00001	002	P and ID - Potable Water ISBL Distribution
		25889-100-M6-1136-00002	002	P and ID - Utility Water ISBL Distribution
		25889-100-M6-1136-00003	001	P and ID - Demineralized Water ISBL Distribution
		25889-100-M6D-1136-00001	001	Line Designation Table
		25889-100-M6D-1136-00002	002	Line Designation Table
		25889-100-M6D-1136-00003	001	Line Designation Table

Title	Sub Title	Document Number	Rev	Description
UNIT 39 - NITROGEN	P&I Diagrams and Line Designation Tables	25889-100-M6-1139-00001	001	P and ID - Nitrogen ISBL Distribution - 1
		25889-100-M6-1139-00002	002	P and ID - Nitrogen ISBL Distribution - 2
		25889-100-M6-1139-00003	002	P and ID - Nitrogen ISBL Distribution - 3
		25889-100-M6D-1139-00001	002	Line Designation Table
		25889-100-M6D-1139-00002	001	Line Designation Table
		25889-100-M6D-1139-00003	001	Line Designation Table
UNIT 57 - INLET AIR CHILLER SYSTEM	Utility Flow Diagrams (Non-Confidential)	25889-100-M5-1157-00002	002	Utility Flow Diagram Turbine Inlet Air Chilling
	P&I Diagrams and Line Designation Tables (Non- Confidential)	25889-100-M6-1157-00001	001	P and ID - Propane Turbine IAC Coils
		25889-100-M6-1157-00002	001	P and ID - Ethylene Turbine IAC Coils
		25889-100-M6-1157-00003	001	P and ID - Methane Turbine IAC Coils
		25889-100-M6-1157-00004	001	P and ID - Chilled Water Distribution
		25889-100-M6-1157-00005	001	P and ID - Condensed Water Collection Tank 11S-5701
		25889-100-M6D-1157-00001	000	Line Designation Table
		25889-100-M6D-1157-00002	000	Line Designation Table
		25889-100-M6D-1157-00003	001	Line Designation Table
		25889-100-M6D-1157-00004	001	Line Designation Table
		25889-100-M6D-1157-00005	001	Line Designation Table
	Equipment Data Sheets (Non- Confidential)	25889-100-MTD-57-S5701	002	Condensed Water Collection Tank Mechanical Data Sheet Shop Fabricated Tanks
	Process Data Sheets (Non-Confidential)	25889-100-MTA-1157-05701	000	Tank Specification Sheet for Condensed Water Collection Tank
CIVIL STRUCTURAL	Site Preparation and Rough Grading Drawings	25889-100-CG-000-00001	000	Civil Site Development - Overall Site Topographic Plan

Title	Sub Title	Document Number	Rev	Description
		25889-100-CG-000-00002	000	Civil Site Development - Overall Drainage Site Plan
		25889-100-CG-000-00005	000	Civil Site Development - Survey Control Plan
		25889-100-CG-000-00006	000	Civil Site Development - Clearing - Grubbing and Stripping Plan
		25889-100-CG-000-00009	001	Civil Site Development - Demolition Plan
		25889-100-CG-000-00015	002	Civil Site Development - Rough Grade - Tank Area Sections "G" and "H"
		25889-100-CG-000-00050	009	Civil Site Development - Rough Grade - Culvert Schedule
		25889-100-CG-000-00052	003	Civil Site Development - Catch Basin Schedule and Details
		25889-100-CG-000-00053	000	Civil Site Development - Details - RCBC Parallel Wingwalls
		25889-100-CG-000-00100	000	Civil Site Development - Rough Grade - Key Plan
		25889-100-CG-000-00101	005	Civil Site Development - Rough Grade - Plan Sheet No 1
		25889-100-CG-000-00104	002	Civil Site Development - Rough Grade - Plan Sheet No 4
		25889-100-CG-000-00114	002	Civil Site Development - Rough Grade - Plan Sheet No 14
		25889-100-CG-000-00115	004	Civil Site Development - Rough Grade - Plan Sheet No 15
		25889-100-CG-000-00250	000	Civil Site Development - Rough Grade - General Fill Zone - Sheet 1 of 4
		25889-100-CG-000-00251	000	Civil Site Development - Rough Grade - Key Plan Fill Classification Zone
	Standard Drawings	25889-100-C0-000-00001	001	Civil Site Development - Standards - General Notes - Legend and Abbreviations
		25889-100-C0-000-00002	002	Civil Site Development Standards - Road Sections and Details
		25889-100-C0-000-00003	001	Civil Site Development Standards Surfacing Sections and Details

Title	Sub Title	Document Number	Rev	Description
		25889-100-C0-000-00004	002	Civil Site Development Standards Fence Sections and Details
		25889-100-C0-000-00006	001	Civil Site Development Standards - Sediment Control Details
		25889-100-C0-000-00011	003	Civil Site Development Standards - Drainage Details
		25889-100-C0-000-00031	000	Civil Site Development Standards - Signage and Guard Rails
		25889-100-C0-000-00041	002	Civil Site Development Standards Pipe Culvert Installation Details
		25889-100-C0-000-00042	001	Civil Site Development Standards Box Culvert Installation Details
		25889-100-DB-000-00001	002	Structural Standards - Concrete General Notes
		25889-100-DB-000-00002	000	Structural Standards - Concrete Details - Sheet 1
		25889-100-DB-000-00003	000	Structural Standards - Concrete Details - Sheet 2
		25889-100-DB-000-00004	000	Structural Standards - Concrete Details - Sheet 3
		25889-100-DB-000-00005	000	Structural Standards - Typical Sectional Details
		25889-100-DB-000-00006	000	Structural Standards - Post-Installed Anchor Details
		25889-100-DB-000-00007	000	Structural Standards - Anchor Bolts
		25889-100-DB-000-00008	000	Structural Standards - Development and Splice Lengths
		25889-100-SS-000-00001	000	Structural Steel Standards General Notes and Abbreviations
		25889-100-SS-000-00002	000	Structural Steel Standards Beam Connections
		25889-100-SS-000-00003	000	Structural Steel Standards Vertical Bracing Connections
		25889-100-SS-000-00004	000	Structural Steel Standards Horizontal Bracing Connections
		25889-100-SS-000-00005	000	Structural Steel Standards Column and Base Plate Details
		25889-100-SS-000-00006	000	Structural Steel Standards Angle Handrail - Sheet 1 of 2

Title	Sub Title	Document Number	Rev	Description
		25889-100-SS-000-00007	000	Structural Steel Standards Angle Handrail - Sheet 2 of 2
		25889-100-SS-000-00008	000	Structural Steel Standards Ladder Details
		25889-100-SS-000-00009	000	Structural Steel Standards Ladder Safety Cage Details
		25889-100-SS-000-00010	000	Structural Steel Standards Stair Details - Sheet 1 of 2
		25889-100-SS-000-00011	000	Structural Steel Standards Stair Details - Sheet 2 of 2
		25889-100-SS-000-00012	000	Structural Steel Standards Grating Details
		25889-100-SS-000-00013	000	Structural Steel Standards Floor Plate Details
		25889-100-SS-000-00014	000	Structural Steel Standards Safety Cable Holes
		25889-100-SS-000-00015	000	Structural Steel Standards Fireproofing Details
CONTROL SYSTEMS - DCS, PLC, SIS SYSTEMS	Block Diagrams	25889-100-J1-00-00001	000	Control Systems - DCS-SIS Block Diagram
		25889-100-J1-00-00002	000	DCS-SIS System Main Control Room (00A-4024) Block Diagram
		25889-100-J1-00-00004	000	DCS-SIS System - Utilities and Loading- Unloading - Block Diagram
	Cause & Effect Diagrams (Non Confidential)	25889-100-J4-0010-00002	001	Cause and Effect Diagram - ESD-6-1 - Liquefaction Trains 1-2 FEED Gas and Sendout Gas Isolation
		25889-100-J4-0024-00001	002	Cause and Effect Diagram - ESD-1 Loading- Unloading Shutdown
		25889-100-J4-1110-00003	001	Cause and Effect Diagram - 11-ISIS-1
		25889-100-J4-1110-00004	000	Cause and Effect Diagram - 11-ISIS-2
		25889-100-J4-1111-00001	000	Cause and Effect Diagram Unit 11 - Inlet Gas Receiving and Metering
		25889-100-J4-1112-00001	002	Cause and Effect Diagram - Unit 12 - Acid Gas Removal
		25889-100-J4-1113-00001	002	Cause and Effect Diagram - Unit 13 - Dehydration and Mercury Removal

Title	Sub Title	Document Number	Rev	Description
		25889-100-J4-1118-00001	001	Cause and Effect Diagram - Unit 18 - Condensate Stabilization
		25889-100-J4-1119-00001	002	Cause and Effect Diagram - Unit 19 - Flare-Vent System
		25889-100-J4-1122-00001	003	Cause and Effect Diagram - Unit 22 - Fuel Gas System
		25889-100-J4-1134-00001	003	Cause and Effect Diagram - Unit 34 - Hot Oil System
		25889-100-J4-1157-00001	001	Cause and Effect Diagram - Unit 57 - Turbine Inlet Air Chilling System
	Cause & Effect Diagrams (Confidential)	25889-100-J4-1110-00001	003	CoP Level III Confidential - Cause and Effect Diagram - ESD-4-1 - Liquefaction Train 1 Emergency Shutdown
		25889-100-J4-1110-00002	002	CoP Level III Confidential - Cause and Effect Diagram - SDP - Liquefaction Train 1 Process Shutdown
		25889-100-J4-1114-00001	003	CoP Level III Confidential - Cause and Effect Diagram ***
		25889-100-J4-1115-00001	003	CoP Level III Confidential - Cause and Effect Diagram ***
		25889-100-J4-1116-00001	003	CoP Level III Confidential - Cause and Effect Diagram ***
		25889-100-J4-1117-00001	003	CoP Level III Confidential - Cause and Effect Diagram ***
	Interlock List (Non Confidential)	25889-100-J3-JD-00001	003	Interlock List - Non-Confidential Units
	Interlock List (Confidential)	25889-100-J3-JD-00002	004	CoP Level III Confidential - Interlock List Block 2
ELECTRICAL SYSTEMS	Electrical One Line Diagrams	25889-100-E1-02C01-00040	002	Electrical - One-Line Diagram - 480V Switchgear 00EK-02C01301
		25889-100-E1-04A02-00011	001	Electrical - One-Line Diagram - 480V Switchgear 00EK-04A02301

Title	Sub Title	Document Number	Rev	Description
		25889-100-E1-10-00003	001	Electrical - Overall One-Line Diagram - Utility- BOG Substation and Bldgs
		25889-100-E1-10-00006	000	Electrical - Overall One-Line Diagram - Train 1 ISBL
		25889-100-E1-31A02-00020	001	Electrical - One-Line Diagram - 480V Switchgear 11EK-31A02301
		25889-100-E1-31A02-00030	001	Electrical - One-Line Diagram - 480V Switchgear 11EK-31A02302
		25889-100-E1-31A02-00040	001	Electrical - One-Line Diagram - 480V Switchgear 11EK-31A02303
		25889-100-E1-31N02-00010	001	Electrical - One-Line Diagram - 4.16kV Switchgear 11ES-31N02201
		25889-100-E1-31N02-00011	001	Electrical - One-Line Diagram - 4.16kV MCC 11ECM-31N02201A
		25889-100-E1-31N02-00016	001	Electrical - One-Line Diagram - 4.16kV MCC 11ECM-31N02201B
		25889-100-E1-31N02-00020	001	Electrical - One-Line Diagram - 480V Switchgear 11EK-31N02301
		25889-100-E1-31N02-00030	001	Electrical - One-Line Diagram - 480V Switchgear 11EK-31N02302
		25889-100-E1-31N02-00040	001	Electrical - One-Line Diagram - 480V Switchgear 11EK-31N02303
	Conceptual Substation Layouts	25889-100-E4-31A02-00001	002	Electrical Equipment Arrangement Compressor Substation 11A-4010
		25889-100-E4-31N02-00001	001	Electrical Equipment Arrangement Propane Substation 11A-4011
	Electrical Load List (Confidential)	25889-100-E8-000-00001	005	CoP Level III Confidential - Electrical Load List
	Area Classification Drawings	25889-100-E3-00-00001	000	Electrical - Area Classification - Sheets 1 through 7
	Telecommunications Block Diagrams	25889-100-EF-000-00002	000	Electrical Loudspeaker and Strobe Locations

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Title	Sub Title	Document Number	Rev	Description
	Electrical Data Sheets	25889-100-EDD-ED00-00001	000	Data Sheet for DC Equipment - Batteries-Battery Chargers
		25889-100-EKD-EKL0-00003	001	Data Sheet for Packaged and Prefabricated Powerhouses - Prefabricated Building
	PMS	25889-100-E6-EY00-00001	00A	Electrical Power Monitoring System Typical IO List
	PMS	25889-100-E6-000-00003	00B	Power Monitoring System Block Diagram
Design Basis Facility Operation		25744-100-30Y-G03-00001	00G	Design Basis: Facility Operation

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ATTACHMENT B

CONTRACTOR DELIVERABLES FOR STAGE 2

1.1 Document Formats

Contractor shall provide engineering, procurement, construction, technical data books, turnover documents and operating and maintenance documentation for all aspects of the Work. Documents (including Drawings) developed by Contractor, Subcontractors, Sub-subcontractors, original Equipment manufacturers and Equipment suppliers shall conform to the following:

- 1. All documents required by this Agreement to be submitted by Contractor to Owner shall be covered by a sequentially numbered transmittal accessible by Owner via an 'Electronic Data Room'.
- 2. Contractor shall use industry standard 2D and/or 3D computer aided drawing systems (CAD). All final 2D / 3D CAD Drawing files generated by the Contractor must be compatible with one of either AutoCAD or MicroStation format(s). File levels (layers) of drawing attributes shall be retained in the original level structure and intelligence, wherever practical.
- 3. Software used for word processing shall be Microsoft Word.
- 4. Software used for spreadsheets shall be Microsoft Excel.
- 5. Hand-written documentation shall be minimized and scanned to a pdf file.
- 6. All documents shall be produced in a clear readable and reproducible manner.
- 7. Each page of a document shall clearly indicate, on the document, the document number, revision or version number (or alpha designation) and a sequential page number.
- 8. All Adobe pdf documents produced by software listed in this <u>Attachment B</u> shall be in searchable format.
- 9. Software used for scheduling shall be compatible with Primavera Project Planner, P6 Version 8.4.
- 10. Specific tag numbers shall be uniformly formatted on all documents (e.g., S-106 on a P&ID shall be S-106 on all data sheets; not S106 nor S 106 or S 106).

1.2 Progress Reviews

Subject to Section 3.3C of the Agreement, during the development of the Drawings and Specifications, Contractor shall provide Owner with reasonable opportunity, consistent with engineering, procurement and construction industry standards, to perform reviews of the design and engineering in progress, provided that such reviews do not unreasonably interfere with performance of the Work. Such reviews may be conducted at Contractor's office located in Houston, Texas or the offices of its Subcontractors, Sub-subcontractors, original Equipment manufacturers and Equipment suppliers. The reviews may be of progress prints, computer images, draft documents, working calculations, draft specifications or reports, Drawings, Specifications or other design documents as agreed to by Contractor and Owner. The Parties acknowledge that any Owner instructions to Contractor during such reviews will have no effect unless Owner provides such



instructions in writing to Contractor or unless Contractor provides written notice of the instruction and Contractor's compliance to Owner and Owner fails to object.

1.3 Documents for Owner Approval for New Scope

In addition to any other documents which Contractor is required by the other provisions of the Agreement to provide for Owner's approval, Contractor shall submit copies of the following documents to Owner for formal review and comment. Subject to Section 3.3C of the Agreement, approval will only be required for deliverables relevant to new scope of work beyond the Work defined in <u>Attachment A</u>, including the FEED Documents. Following initial approval by Owner of such documents, Owner rights shall be according to Section 3.3C of the Agreement.

a.	Process	flow	diagrams
	(PFDs)		

- b. Heat and material balances
- c. Piping and Instrument Diagrams (P&IDs)
- d. New HAZOP reports and disposition of HAZOP/SIL action items identified in the FEED Documents
- e. Plot plans
- f. Fire and gas detector layouts
- g. Fire monitor water radius layouts
- h. Tie-In location drawing
- i. Electrical area classification drawings
- j. Building layouts
- k. Material selection diagrams
- 1. Facility Performance Test reports

Quarterly updates of a comprehensive table of contents of the Electronic Data Room which lists documents and Drawings submitted by Contractor to Owner for approval shall be provided by Contractor to Owner.

1.4 Documents for Owner Review

In addition to any other documents which Contractor is required by the other provisions of the Agreement to provide for Owner's review, Contractor shall submit copies of the following documents, Drawings and Specifications to Owner for review and comment. These documents are not subject to Owner approval; however, Contractor will consider all Owner comments consistent with <u>Attachment A</u>, including the Basis of Design, Design Criteria/Basis, Feed Documents and Drawings and Specifications updated during performance of the Work. In addition, Owner may select other documents with the agreement of Contractor.

- a. Process flow diagrams (PFDs)b. Heat and material balances
- c. Piping and Instrument Diagrams (P&IDs)



- d. New HAZOP reports and disposition of HAZOP/SIL action items identified in the FEED Documents
- e. Plot plans
- f. Fire and gas detector layouts
- g. Fire monitor water radius layouts
- h. Tie-In location drawing
- i. Electrical area classification drawings
- j. Building layouts
- k. Material selection diagrams
- 1. Facility Performance Test reports
- m. Piping Specifications
- n. Underground piping plans
- o. 3-D model Vue file
- p. Lists (formats and attributes of lists will be based on Contractor standard formats and attributes)
 - 1) Table of Content List (quarterly update of documents submitted by Contractor to Owner of for Approval or Review)
 - 2) Electrical Equipment List
 - 3) Equipment List
 - 4) Instrument List
 - 5) Line List
 - 6) Purchase Order List
 - 7) Specialty Items List
 - 8) Tie-In List
 - 9) Valve List
- q. Civil Pile Schedule
- r. Electrical one-line diagrams

- s. Minutes and reports of HAZOP reviews and management of change reviews
- t. Minutes and reports of safety integrity level (SIL) meetings
- u. Key plans
- v. Electrical area classification Drawings
- w. Equipment data sheets
- x. Equipment Specifications
- y. Instrument data sheets

- z. Pressure safety valve (PSV) data sheets
- aa. Standard detail Drawings
- bb. Symbols and Legends P&ID
- cc. Corrosion control Specifications
- dd. Painting and coating Specifications and charts
- ee. Insulation system Specifications
- ff. Technical evaluation for all materials and Equipment
- gg. Acceptance test procedures for all Major Equipment and packages (by vendors)
- m. Factory acceptance test reports
- hh. Recommended spare parts lists (2 year operating spares)
- ii. For cost reimbursable purchases, Subcontract or Sub-subcontract and a complete commercial and technical evaluation

Quarterly updates of a comprehensive table of contents of the Electronic Data Room which lists documents and Drawings submitted by Contractor to Owner for review and information shall be provided by Contractor to Owner.

1.5 Review Periods

Owner shall have up to ten (10) Business Days from its receipt of the documents listed in Sections 1.3 and 1.4 above, to issue to Contractor written comments on such documents, Drawings and Specifications. The Owner's approval rights only apply to documents listed in Section 1.3. If comments are not received for items listed in Section 1.3 in ten (10) Business Days, the Contractor may proceed with the development of the Drawings and Specifications with the design reflected in the uncommented document. Owner will annotate the Drawings and Specifications as appropriate and return to Contractor. In the event that Owner disapproves the Drawings or Specifications, Owner shall provide Contractor with a written statement of the reasons for such rejection within the time period required for Owner's response, and Contractor shall provide Owner with agreed to revised and corrected Drawings and Specifications as soon as possible thereafter.

For those documents listed in Section 1.4 above, where Contractor is using the same documents (or the substantive equivalent of such documents) developed by Contractor under the Stage 1 EPC Agreement and such documents are utilized hereunder as part of the duplication of the work performed under the Stage 1 EPC Agreement, Owner's comments during the Stage 1 EPC Agreement shall apply as if made during the Agreement. As such, the above referenced ten (10) Business Day review cycle shall not apply to such documents listed in Section 1.4 above. For the avoidance of doubt, notwithstanding the foregoing of such review cycle, Owner reserves its rights set forth in the Agreement, including Article 12.

1.6 Record Drawings and Specifications

Contractor shall deliver to Owner the documents, Record Drawings and Specifications listed in A through E below. All Record Drawings shall be provided in their native formats, fully functioning. Scanned documents, searchable "pdf" and other non-editable formats are acceptable only for

Subcontract (including Equipment Supplier) records where Contractor cannot obtain the native format (supported by vendor communication indicating why natives cannot be supplied, where possible), or where approved as an exception by Owner. Any .pdf document shall be in searchable format, where possible.

Record Drawings and Specifications shall be handed over in hard copy printed format, and in electronic format by digital video disks (DVDs), compact disks (CDs) or USB flash drives (USBs). DVDs, CDs or USBs shall have a specific index of DVD/CD/USB contents on each DVD/CD/USB in "Document Register" format that includes the document number, title, revision and location of Hard copy in book. Each DVD/CD/USB shall be organized in a logical structure by discipline. A master Table of Contents shall be prepared to detail the contents of all handover DVDs/CDs/USBs and books listed by DVD/CD/USB/book numbers and contents. Record Drawings shall be inclusive of all documented (DCNs, FCDs or NCRs) design changes and field changes made up to Substantial Completion with "Record Drawing" in the revision block or with an as-built stamp.

Hand annotations on CAD prepared Record Drawings and Specifications are not permitted.

A. Drawings and Diagrams

- 1) Piping and Instrument Diagrams (P&IDs)
- 2) Plot
- Plans
- 3) Civil
 - (a) Civil Site Development
 - (b) Civil Site Plans
 - (c) Concrete Drawings
- 4) Control

System

- (a) Block Diagram
- (b) Cause & Effect Diagram
- (c) Instrument Index
- (d) Instrument Installation Details
- (e) Loop Drawings
- 5) Electrical
 - (a) Area
 - Classification
 - (b) One Line Diagram
 - (c) Schematics
- 6) Piping
 - (a) Equipment Location Plan
- 7) Fire Water
 - Piping
 - (a) Fire Water Piping Standard Drawings
 - (b) Fire Monitor Water Radius Layout

- **B.** Project Specification for Process Design Basis
- C. All Underground piping and electrical plans with Survey Points
- D. Start up, operating and maintenance manuals

E. Performance Test reports (required to be delivered with Substantial Completion Certificate)

1.7 Turnover Documents

Contractor shall deliver to Owner the turnover documents including, but not limited to, those documents and Drawings listed in (a) through (ff) below. All turnover documents shall be provided in their native formats, fully functioning; however, turnover documents may contain clearly legible hand annotations if necessary, provided a scanned or ".pdf" file of the annotated document is also provided along with the native file. Scanned documents, searchable ".pdf", and other non-editable formats are acceptable only for supplier, Subcontract or Sub-subcontract records where Contractor cannot obtain the native format, or where approved as an exception by Owner. All .pdf documents shall be in searchable format unless the .pdf is submitted to reflect hand annotations.

Turnover documents shall be handed over in hard copy printed format, and in electronic format by digital video disks (DVDs), compact disks (CDs) or USB flash drives (USBs). DVDs, CDs or USBs shall have a specific index of DVD/CD/USB contents on each DVD/CD/USB in "Document Register" format that includes the document number, title and revision. Each DVD/CD/USB shall be organized in a logical structure by discipline. A master Table of Contents index shall be prepared to detail the contents of all handover DVDs/CDs/USBs or books listed by DVD/CD/USB/book numbers and contents. Turnover Documents shall be the last revision issued by Contractor, in addition to the Record Drawings and Specifications listed in Section 1.6.

a.	Process flo (PFDs)	ow diagrams
b.	Heat and balances	material
c.	Architectural Drawings	Building
d.	Architectural Notes	Details and
e.	Architectural Elevations	
f.	Architectural HVAC	
g.	Architectural Lighting	Electrical &
h.	Instrument Plans	Location
i.	Electrical Tray	Cable
j.	Electrical Grounding	
k.	Electrical Lighting	
1.	Telecommuni	cations

m.	Mechanical Detail Drawings
n.	Piping Key Plan Index
0.	Piping Isometrics
p.	Piping Standard Drawings
q.	Structural Steel Layouts
r.	Structural Steel Details
s.	Structural Steel Supports
t.	Structural Steel Standard Drawings
u.	Mechanical Start-up, Operating and Maintenance Manuals
v.	Vendor Data Books
w.	Aboveground Power Plans (Cabling)
x.	Piping Fabrication and Installation Specifications
y.	Piping Material Specifications
z.	Mechanical Equipment Data Sheets (vendor or Contractor as appropriate)
aa.	Material Selection Diagrams
bb.	Quality records and certification documentation
cc.	Tie-in Drawings
dd.	Electrical Equipment list
ee.	Mechanical Equipment list

ff. Line Designation Table (Line lists)

1.8 Document Turnover Details

Record Drawings (Section 1.6 above) and Turnover Documents (Section 1.7 above) shall conform to format and 'As-Built' designations as indicated on the Table B-1 "Document Turnover Details" attached and incorporated into this <u>Attachment B</u>.

Corpus Christi Liquefaction Project: Document Turnover Details

Section	Document	Turnover Format	As Built? (Y/N)(See Note 1)	Comments
.6 Record draw	ings and specifications			•
1.6(A1)	Piping and Instrumentation Diagrams	AutoCAD	Y	Note 1
1.6(A2)	Plot Plans	Microstation	Y	
1.6(A3)	Civil: Site Development	Microstation	Y	Note 1
1.6(A3)	Civil: Site plan	Microstation	Y	Note 1
1.6(A3)	Civil: Concrete Drawings	Microstation	Y	Piles: As-Built only for out of tolerance installation. Underground concrete: As-Built if major change to design drawings
1.6(A4)	Control System: Block Diagram	Microstation	Y	
1.6(A4)	Control System: Cause & Effect Diagram	MS Excel	Y	Utilize same format as on Stage 1
1.6(A4)	Control System: Instrument Index	MS Excel	Y	Utilize same format as on Stage 1
1.6(A4)	Control System: Instrument Installation Details	Microstation	Y	
1.6(A4)	Control System: Loop Drawings	pdf	Y	Native not possible to provide
1.6(A5)	Electrical: Hazardous Area Classification Drawings	Microstation	Y	
1.6(A5)	Electrical: One-Line Diagrams	Microstation	Y	
1.6(A5)	Electrical: Schematics	Microstation	Y	

Corpus Christi Liquefaction Project: Document Turnover Details

	eer pus enrisu Er	quelaction Froject: L	ocument i	
Section	Document	Turnover Format	As Built? (Y/N)(See Note 1)	Comments
1.6(A6)	Piping: Equipment Location Plan	Microstation	Y	
1.6(A7)	Fire Water Piping: Standard Drawings	Microstation	Y	
1.6(A7)	Fire Water Monitor Radius Layout	Microstation	Y	
1.6(B)	Project Specifications for Process Design Basis	MS Word	Y	
1.6(C)	All Piping and Electrical Underground Plans with Survey Points	Microstation	Y	
1.6(D)	Start-up, operating and maintenance manuals	MS Word	Y	
1.6(E)	Performance Test reports	MS Word	Y	
1.7 Turnover Do	cuments			
1.7(a)	Process Flow Diagrams (PFDs) and Utility Flow Diagrams (UFDs)	Microstation	Ν	PFDs and UFDs will be updated and revised as required to reflect the final changes in EPC phase. Record PFD will have in Rev Block: "FINAL ISSUE MATCHING P&ID AS-BUILT"
1.7(b)	Heat and Material Balances	Excel	Ν	Utilize same format as on Stage 1
1.7(c)	Architectural: Building Drawings	Bechtel: Microstation	N	* Bechtel: concept drawings, revised if substantial change. Subcontract: Ask subcontractor for Native CAD (Basic Structural)
1.7(d)	Architectural: Details and Notes	Bechtel: Microstation	N	* Bechtel: concept drawings, revised if substantial change. Subcontract: Ask subcontractor for Native CAD (Basic Structural)

Corpus Christi Liquefaction Project: Document Turnover Details

Section	Document	Turnover Format	As Built? (Y/N)(See Note 1)	Comments
1.7(e)	Architectural: Elevations	Bechtel: Microstation	N	* Bechtel: concept drawings, revised if substantial change. Subcontract: Ask subcontractor for Native CAD (Basic Structural)
1.7(f)	Architectural: HVAC	Bechtel: Microstation	N	Bechtel: concept drawings, revised if substantial change. Subcontract: Ask subcontractor for Native CAD
1.7(g)	Architectural: Electrical & Lighting	Bechtel: Microstation	N	Bechtel: Power Distribution drawings are revised if substantial change. Subcontract: Ask subcontractor for Native CAD
1.7(h)	Control System: Instrument Location Plans	Microstation	Ν	
1.7(i)	Electrical: Cable Tray	Microstation	Ν	Only cable tray on main piperacks are as built
1.7(j)	Electrical: Grounding	Microstation	N	Only U/G grounding is as built
1.7(k)	Electrical: Lighting	Microstation	N	
1.7 (l)	Telecommunications	Bechtel: Microstation	Ν	Bechtel: concept drawings, revised if substantial change. Subcontract: Ask subcontractor for Native CAD. One Line Diagrams are as-built
1.7 (m)	Mechanical: Detail Drawings	PDF	N	As stated in Att "B" section 1.6, Bechtel will ask vendors for searchable pdf
1.7 (n)	Piping: Key Piping Index	MS Excel	N	Utilize same format as on Stage 1
1.7 (o)	Piping: Isometrics	Microstation	N	
1.7 (p)	Piping: Standard Drawings	Microstation	N	

Corpus Christi Liquefaction Project: Document Turnover Details

Section	Document	Turnover Format	As Built? (Y/N)(See Note 1)	Comments
1.7 (q)	Structural Steel: Layouts	Microstation	Ν	
1.7 (r)	Structural Steel: Details	Microstation	Ν	
1.7 (s)	Structural Steel: Supports	Microstation	Ν	
1.7 (t)	Structural Steel: Standard drawings	Microstation	Ν	
1.7 (u)	Mechanical - Start-up, operating and maintenance manuals	PDF	Ν	As stated in Att "B" section 1.6, Bechtel will ask vendors for searchable pdf
1.7 (v)	Vendor Data books	PDF	Ν	As stated in Att "B" section 1.6, Bechtel will ask vendors for searchable pdf
1.7 (w)	Aboveground Power Plans (Cabling)	Microstation	Ν	
1.7 (x)	Piping Fabrication and Installation Specifications	MS Word	Ν	
1.7 (y)	Piping Material Specifications	PDF	Ν	Pipeworks can extract to word. Not searchable (images)
1.7 (z)	Mechanical Equipment Data Sheets (vendor or Bechtel as appropriate)	MS Excel / PDF	Ν	PDF for vendor provided data sheets
1.7(aa)	Material Selection Diagram	Microstation	Ν	
1.7(bb)	Quality records and Certification Documentation	Hard copies	Ν	
1.7(cc)	Tie-in Drawings	Microstation	N	
1.7(dd)	Electrical Equipment list	MS Excel	N	

Corpus Christi Liquefaction Project: Document Turnover Details

Section	Document	Turnover Format	As Built? (Y/N)(See Note 1)	Comments
1.7(ee)	Mechanical Equipment List	PDF	Ν	
1.7(ff)	Line Designation Table (Line lists)	MS Excel	Ν	

Note 1: "As-Built" is defined as IFC drawings + DCN's (Design Change Notices) + FCD's (Field Change Documents) + NCR's (Non Conformance Reports)

ATTACHMENT C

PAYMENT SCHEDULE FOR STAGE 2

SCHEDULE C-1

AGGREGATE LABOR AND SKILLS PRICE MILESTONE PAYMENT SCHEDULE

SCHEDULE C-1 AGGREGATE LABOR AND SKILLS PRICE MILESTONE PAYMENT SCHEDULE CORPUS CHRISTI STAGE 2 LIQUEFACTION PROJECT

Months indicated under the "Month No." column below is Contractor's estimate of the date of achievement of the applicable Milestone and Contractor's entitlement to payment to such Milestone Payment shall be in accordance with Article 7 of the Agreement. The Milestone Achievement Criteria below shall be in addition to the documentation required to be provided by Contractor in accordance with Article 7 of the Agreement. Month 1 is the first Month commencing after issuance of NTP.

Issue first instrument index IFC Issue first loop diagrams IFC Issue first instrument location plan drawing IFC Issue first foundation drawing IFC Issue first structural steel drawing IFC	Verified by Progress Report, InfoWorks Report or equivalent Verified by Progress Report, InfoWorks Report or equivalent	***%	***0/0	\$***
Issue first instrument location plan drawing IFC Issue first foundation drawing IFC	Verified by Progress Report, InfoWorks Report or equivalent			3
Issue first foundation drawing IFC		***%	***0/0	S***
	Verified by Progress Report, InfoWorks Report or equivalent	***%	***0/0	S***
Issue first structural steel drawing IFC	Verified by Progress Report, InfoWorks Report or equivalent	***%	***0/0	S***
	Verified by Progress Report, InfoWorks Report or equivalent	***%	***%	S***
Issue first cable tray / conduit drawing IFC	Verified by Progress Report, InfoWorks Report or equivalent	***%	***0/0	S***
Issue first one-line diagram drawing IFC	Verified by Progress Report, InfoWorks Report or equivalent	***%	***0%	S***
Issue first equipment location plan drawing IFC	Verified by Progress Report, InfoWorks Report or equivalent	***%	***0/0	S***
Issue first A/G ISO drawing IFC	Verified by Progress Report, InfoWorks Report or equivalent	***%	***0/0	S***
Site Plan IFC	Verified by Progress Report, InfoWorks Report or equivalent	***%	***%	S***
Issue 1st P&ID's & LDT's IFC	Verified by Progress Report, InfoWorks Report or equivalent	***%	***%	S***
Start work for Subproject 3 (site preparation, rough grade and drainage)	Progress report or equivalent showing start of construction progress	***%	***0/0	S***
Start installation of underground pipe for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	S***
Issue inner wall LNG Tank design IFC - Tank B	Verified by Progress Report, InfoWorks Report or equivalent	***%	***0/0	\$***
Deliver Letter of Credit to Owner	Contractor provides report and or letter	***%	***0%	S***
Place insurance coverage for the CCL project	Contractor provides report and or letter	***%	***0/0	S***
Issue LNG Tank design method statement - Tank B	Verified by Progress Report, InfoWorks Report or equivalent	***%	***%	S***
Issue Level III Schedule	Contractor provides report and or letter	***%	***%	S***
Place first structural concrete for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
Start hydro testing underground pipe for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
Issue Project Execution Plan to Owner	Contractor provides report and or letter	***%	***%	S***
Issue LNG Tank Foundation drawings IFC - Tank B	Verified by Progress Report, InfoWorks Report or equivalent	***%	***0/0	S***
Issue LNG Tank Inner Wall drawings IFC - Tank B	Verified by Progress Report, InfoWorks Report or equivalent	***%	***0/0	S***
Issue Subcontract or letter of award (LOA) to NDE subcontractor	Provide executed Subcontract cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S***
Start erecting structural steel for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	S***
Begin work on LNG Tank B foundation	Progress report or equivalent showing start of construction process	***%	***%	S***
50% complete of structural concrete for Subproject 3	Progress report or equivalent shows 50% complete of forecasted quantity earned	***%	***0/0	S***
Mobilization of NDE subcontractor	Daily Force report from jobsite that identifies Subcontractor presence	***%	***0/0	\$***
Issue Subcontract or letter of award (LOA) to equipment insulation subcontractor	Provide executed Subcontract cover sheet or Letter of Award (LOA) excluding cost information	***%	***0/_	S***
Start installation of above ground pipe for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	\$***
NDE Subcontractor starts work for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	S***
Finish Structural Concrete for Refrigeration Compressors	Progress report or equivalent shows complete structural concrete work of Refrigeration Compressor	***%	***%	\$***
Issue Subcontract or letter of award (LOA) to roofing and siding subcontractor	Provide executed Subcontract cover sheet or Letter of Award (LOA) excluding cost information	***%	/0 ***0/_	5 S***
Issue Subcontract or letter of award (LOA) to froming and studies abcontractor	Provide executed Subcontract cover sheet of Letter of Award (LOA) excluding cost information	/0	/0 ***0/_	\$
Mobilization of equipment insulation subcontractor	Daily Force report from jobsite that identifies Subcontractor presence	***%	***0/0	S***
Issue Subcontract or letter of award (LOA) to fire & gas subcontractor	Provide executed Subcontract cover sheet or Letter of Award (LOA) excluding cost information	***9/2	***0/2	\$***
Equipment insulation Subcontractor starts work for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	\$***
	Progress report or equivalent showing start of construction progress Progress report or equivalent shows 50% complete of forecasted quantity earned	***%	***0/0	\$***
τ	ϕ \mathbf{R}	***%	***0%	2***
Start setting lean solvent charge pump for Subproject 3	Progress report or equivalent showing start of construction progress	***%	****%	2***
Start setting lean solvent booster pump for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0%	S***
Roof raise of LNG Tank B	Progress report or equivalent showing start of construction process		/0	-
Issue Subcontract or letter of award (LOA) to telecommunications subcontractor	Provide executed Subcontract cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S***
Fire & Gas Subcontractor starts work for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	S***
Start setting S&T heat exchanger for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	S*** S***
Start setting methane compressor for Subproject 3	Progress report or equivalent showing start of construction progress			\$
Start setting ethylene compressor for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
Start setting propane compressor for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	S***
Start field fabricated tanks for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
Start setting Heavies Removal Column for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	S***
	Progress report or equivalent showing start of construction process			S***
Finish structural concrete for Subproject 3	Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***0/0	S***
Start pulling of Electrical Cable for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
start putting of electrical cable for subproject 5	Progress report or equivalent showing start of construction progress	***%	***0/0	S***
	Start setting Heavies Removal Column for Subproject 3 Begin work on LNG Tank B inner wall Finish structural concrete for Subproject 3 Start pulling of Electrical Cable for Subproject 3 Start installation of field mounted instruments for Subproject 3	Start setting Heavies Removal Column for Subproject 3 Progress report or equivalent showing start of construction progress Begin work on LNG Tank B inner wall Progress report or equivalent showing start of construction process Finish structural concrete for Subproject 3 Progress report or equivalent showing start of construction process Start pulling or Electrical Cable for Subproject 3 Progress report or equivalent showing start of construction progress Start pulling or Electrical Cable for Subproject 3 Progress report or equivalent showing start of construction progress Start pulling or field mounted instruments for Subproject 3 Progress report or equivalent showing start of construction progress	Start setting Heavies Removal Column for Subproject 3 Progress report or equivalent showing start of construction progress ***% Begin work on LNG Tank B inner wall Progress report or equivalent showing start of construction process ***% Finish structural concrete for Subproject 3 Progress report or equivalent showing start of construction process ***% Start pulling of Electrical Cable for Subproject 3 Progress report or equivalent showing start of construction progress ***% Start pulling of Electrical Cable for Subproject 3 Progress report or equivalent showing start of construction progress ***% Start pulling of Electrical Cable for Subproject 3 Progress report or equivalent showing start of construction progress ***%	Start setting Heavies Removal Column for Subproject 3 Progress report or equivalent showing start of construction progress ***% Begin work on LNG Tank B inner wall Progress report or equivalent showing start of construction process ***% Finish structural concrete for Subproject 3 Progress report or equivalent showing start of construction progress ***% Start pulling of Electrical Cable for Subproject 3 Progress report or equivalent showing start of construction progress ***%



SCHEDULE C-1 AGGREGATE LABOR AND SKILLS PRICE MILESTONE PAYMENT SCHEDULE CORPUS CHRISTI STAGE 2 LIQUEFACTION PROJECT

Months indicated under the "Month No." column below is Contractor's estimate of the date of achievement of the applicable Milestone and Contractor's entitlement to payment to such Milestone Payment shall be in accordance with Article 7 of the Agreement. The Milestone Achievement Criteria below shall be in addition to the documentation required to be provided by Contractor in accordance with Article 7 of the Agreement. Month 1 is the first Month commencing after issuance of NTP.

Month No.	Milestone No.	Description	Milestone Achievement Criteria	Milestone Percentage	Cumulative Value	Milestone Value
21	ALS21.2	Start setting first propane refrigeration condenser for Subproject 3	Progress report or equivalent showing start of construction progress	****%	***0/0	S***
21	ALS21.3	Start setting CO2 absorber for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
21	ALS21.4	Start setting hot oil pump for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
21	ALS21.5	Start setting Propane Accumulator for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
22	ALS22.1	Start setting ethylene cold box for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
22	ALS22.2	Start setting ethylene de-inventory pump for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
22	ALS22.3	Start setting methane cold box for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
23	ALS23.1	50% complete of installation of above ground pipe for Subproject 3	Progress report or equivalent shows 50% complete of forecasted quantity earned	***%	***%	S***
24	ALS24.1	Mobilization of roofing and siding subcontractor	Daily Force report from jobsite that identifies Subcontractor presence	***%	***0/0	S***
24	ALS24.2	Mobilization of telecommunications subcontractor	Daily Force report from jobsite that identifies Subcontractor presence	***%	***%	S***
24	ALS24.3	Start setting thermal oxidizer for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	S***
25	ALS25.1	Roofing and siding Subcontractor starts work for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	S***
25	ALS25.2	Telecommunications Subcontractor starts work for Subproject 3	Progress report or equivalent showing start of construction progress	****%	***0/0	5***
25	ALS25.3	Mobilization of fire proofing subcontractor	Daily Force report from jobsite that identifies Subcontractor presence	***%	***0/0	5***
25	ALS25.4	Finish field fabricated tanks for Subproject 3	Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***0/0	5 S***
25	ALS25.5	Start hydro testing above ground pipe for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	\$ \$***
26	ALS26.1			***%	***0/0	s***
		Fire proofing Subcontractor starts work for Subproject 3	Progress report or equivalent showing start of construction progress			Ť
26	ALS26.2	Finish erecting structural steel for Subproject 3	Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***%	S***
27	ALS27.1	Start loop checks for Subproject 3	Progress report or equivalent showing start of construction progress	***0/0	***0/0	S***
28	ALS28.1	Roofing and siding Subcontractor finishes work for Subproject 3	Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***%	S***
29	ALS29.1	Start aboveground pipe insulation for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***%	S***
30	ALS30.1	50% complete with pulling of Electrical Cable for Subproject 3	Progress report or equivalent shows 50% complete of forecasted quantity earned	***%	***0%	S***
31	ALS31.1	50% complete of installation of field mounted instruments for Subproject 3	Progress report or equivalent shows 50% complete of forecasted quantity earned	***%	***%	S***
32	ALS32.1	Issue Subcontract or letter of award (LOA) to Perlite subcontractor	Provide executed Subcontract cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S***
33	ALS33.1	Issue Subcontract or letter of award (LOA) to chemical cleaning subcontractor	Provide executed Subcontract cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S***
33	ALS33.2	50% complete of loop checks for Subproject 3	Progress report or equivalent shows 50% complete of forecasted quantity earned	***%	***0%	S***
34	ALS34.1	50% complete of aboveground pipe insulation for Subproject 3	Progress report or equivalent shows 50% complete of forecasted quantity earned	***%	***0/0	S***
35	ALS35.1	Finish installation of above ground pipe for Subproject 3	Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***%	S***
36	ALS36.1	Fire & Gas Subcontractor finishes work for Subproject 3	Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***0/0	S***
36	ALS36.2	Mobilization of chemical cleaning subcontractor	Daily Force report from jobsite that identifies Subcontractor presence	***%	***%	S***
36	ALS36.3	Chemical cleaning Subcontractor starts work for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	\$***
36	ALS36.4	Equipment insulation Subcontractor finishes work for Subproject 3	Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***0/0	\$***
36	ALS36.5	Finish installation of field mounted instruments for Subproject 3	Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***0/0	S***
37	ALS37.1	Mobilization of Perlite subcontractor	Daily Force report from jobsite that identifies Subcontractor presence	***%	***%	S***
37	ALS37.2	Perlite Subcontractor starts work for Subproject 3	Progress report or equivalent showing start of construction progress	***%	***0/0	\$***
37	ALS37.3	Fire proofing Subcontractor finishes work for Subproject 3	Progress report or equivalent shows 90% of non-repair budget completed	/0	/0 ***0/_	5 \$***
37	ALS37.3 ALS37.4	Chemical cleaning Subcontractor finishes work for Subproject 3	Progress report or equivalent shows 90% of non-repair budget completed Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***0/0	S***
37	ALS37.4 ALS37.5	Finish pulling of Electrical Cable for Subproject 3	Progress report or equivalent shows 90% complete of forecasted quantity earned Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***0/0	S***
38	ALS38.1	Telecommunications Subcontractor finishes work for Subproject 3	Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***0/0	5 S***
38	ALS38.1 ALS38.2	Deliver 120-day notice for RFSU	Contractor provides report and or letter	***%	***%	S***
38	AL\$38.2 AL\$38.3	Finish loop checks for Subproject 3	Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***0/0	S***
38	ALS38.5	Cool down of LNG Tank B	Progress report or equivalent shows 90% complete of forecasted quantity earlied Progress report or equivalent showing start of process	***%	***0/0	2***
38	ALS38.4 ALS39.1	Perlite Subcontractor finishes work for Subproject 3	Progress report or equivalent showing start of process Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***0/0	5*** \$***
40	ALS39.1 ALS40.1	Deliver 90-day notice for performance testing	Contractor provides report and or letter	***%	***0/0	S***
40	ALS40.1 ALS40.2	Finish aboveground pipe insulation for Subproject 3	Contractor provides report and or letter Progress report or equivalent shows 90% complete of forecasted quantity earned	***%	***%	S***
40	ALS40.2 ALS42.1	Achieve RFSU	Progress report or equivalent shows 90% complete or forecasted quantity earned Contractor provides report and or letter	***%	***0/0	2***
42	AL\$42.1 AL\$42.2	Achieve RFSU Achieve first LNG cargo	Contractor provides report and or letter Contractor provides report and or letter	***%	****%	2***
42	ALS42.2 ALS43.1	Achieve first LNG cargo Complete performance testing	Contractor provides report and or letter Contractor provides report and or letter	***%	****%	\$***
43		Complete performance testing Substantial Completion		***%	***%	S***
	ALS45.1	Substantial Completion	Contractor provides report and or letter	/0	****%	2

SCHEDULE C-2

AGGREGATE LABOR AND SKILLS PRICE MONTHLY PAYMENT SCHEDULE

SCHEDULE C-2 MONTHLY PAYMENT SCHEDULE CORPUS CHRISTI STAGE 2 LIQUEFACTION PROJECT

Month 1 is the first Month commencing after issuance of NTP.

Month # from NTP	Monthly Payment Percentage	Cumulative Monthly Payment Percentage	Monthly Payment Value
1	***0/0	***0/0	\$***
2	***0/0	***0/0	\$***
3	***0/0	***0/0	\$***
4	***0/0	***0/0	\$***
5	***0/0	***0/0	\$***
6	***0/0	***0/0	\$***
7	***0/0	***0/0	\$***
8	***0/0	***0/0	\$***
9	***0/0	***0/0	\$***
10	***0/0	***0/0	\$***
11	***0/0	***0/0	\$***
12	***0/0	***0/0	\$***
13	***0/0	***0/0	\$***
14	***0/0	***0/0	\$***
15	***0/0	***0/0	\$***
16	***0/0	***0/0	\$***
17	***0/0	***0/0	\$***
18	***0/0	***0/0	\$***
19	***0/0	***0/0	\$***
20	***0/0	***0/0	\$***
21	***0/0	***0/0	\$***
22	***0/0	***0/0	\$***
23	***0/0	***0/0	\$***
24	***0/0	***0/0	\$***
25	***0/0	***0/0	\$***
26	***0/0	***0/0	\$***
27	***0/0	***0/0	\$***
28	***0/0	***0/0	\$***
29	***0/0	***0/0	S***
30	***%	***0/0	\$***
31	***0/0	***0/0	\$***
32	***0/0	***0/0	\$***
33	***%	***0/0	S***
34	***%	***0/0	S***
35	***0/0	***0/0	\$***
Total	100%		\$***

SCHEDULE C-3

AGGREGATE EQUIPMENT PRICE MILESTONE PAYMENT SCHEDULE

SCHEDULE C-3 AGGREGATE EQUIPMENT PRICE MILESTONE PAYMENT SCHEDULE CORPUS CHRISTI STAGE 2 LIQUEFACTION PROJECT

Months indicated under the "Month No." column below is Contractor's estimate of the date of achievement of the applicable Milestone and Contractor's entitlement to payment to such Milestone Payment shall be in accordance with Article 7 of the Agreement. The Milestone Achievement Criteria below shall be in addition to the documentation required to be provided by Contractor in accordance with Article 7 of the Agreement. Month 1 is the first Month commencing after issuance of NTP.

Aonth No.	Milestone No.	Milestone Description	Milestone Achievement Criteria	Milestone Percentage	Cumulative Value	Milestone Value
1	AEP1.1	Issue PO or letter of award (LOA) for refrigeration compressors	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***0%	***%	S ***
1	AEP1.2	Issue PO or letter of award (LOA) for Columns/Vessels	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S ***
1	AEP1.3	Issue PO or letter of award (LOA) for cold box	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S ***
1	AEP1.4	Issue PO or letter of award (LOA) for air cooled exchangers	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S ***
1	AEP1.5	Issue first PO or letter of award (LOA) for rebar material	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S ***
1	AEP1.6	Issue first PO or letter of award (LOA) for pipe fabrication	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S ***
1	AEP1.7	Issue first PO or letter of award (LOA) for steel material	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S ***
1	AEP1.8	Issue first PO or letter of award (LOA) for carbon steel pipe material	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S ***
1	AEP1.9	Issue first PO or letter of award (LOA) for stainless steel pipe material	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S ***
1	AEP1.10	Issue first PO or letter of award (LOA) for any of the following: (control valves, relief valves, or on/off valves)	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***0/0	S ***
2	AEP2.1	Refrigeration compressor vendor places order for Subproject 3 forgings	Vendor Notification	***%	***0/0	S ***
2	AEP2.2	Issue first PO or letter of award (LOA) for piping valves	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***0/0	S ***
3	AEP3.1	First shipment of rebar delivery for Subproject 3	Provide Expediting Report to customer	***%	***0/0	S ***
4	AEP4.1	Initial vendor prints received by contractor for Columns/Vessels	Verified by Vendor Print Log	***%	***%	S ***
4	AEP4.2	Initial vendor prints received by contractor for cold box	Verified by Vendor Print Log	***%	***0/0	S ***
4	AEP4.3	Initial vendor prints received by contractor for air cooled exchangers	Verified by Vendor Print Log	***%	***0/0	S ***
4	AEP4.4	Issue PO or letter of award (LOA) for waste heat recovery unit (WHRU)	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***0/0	S ***
4	AEP4.5	First shipment of steel delivery for Subproject 3 (exworks)	Provide Expediting Report to customer	***%	***%	S ***
5	AEP5.1	Issue PO or letter of award (LOA) for regen gas compressors	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S ***
5	AEP5.2	Issue PO or letter of award (LOA) for substation	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***0/0	S ***
5	AEP5.3	Issue PO or letter of award (LOA) for electrical bulks	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***0/0	S ***
5	AEP5.4	Issue first PO or letter of award (LOA) for field mounted instruments	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S ***
6	AEP6.1	Issue PO or letter of award (LOA) of DCS / SIS	Provide executed PO cover sheet or Letter of Award (LOA) excluding cost information	***%	***%	S ***
7	AEP7.1	1st major material received by vendor for use in fabrication of Columns/Vessels	Provide Expediting Report to customer	***%	***%	S ***
7	AEP7.2	1st major material received by vendor for use in fabrication of cold box	Provide Expediting Report to customer	***%	***0/0	S ***
7	AEP7.3	1st major material received by vendor for use in fabrication of air cooled exchangers	Provide Expediting Report to customer	***%	***0/0	S ***
7	AEP7.4	Initial vendor prints received by contractor for waste heat recovery unit (WHRU)	Verified by Vendor Print Log	***%	***0/0	S ***
8	AEP8.1	Initial vendor prints received by contractor for regen gas compressors	Verified by Vendor Print Log	***%	***0%	S ***
8	AEP8.2	Initial vendor prints received by contractor for substation	Verified by Vendor Print Log	***%	***%	S ***
9	AEP9.1	Initial vendor prints received by contractor for DCS / SIS	Verified by Vendor Print Log	***%	***0/0	S ***
9	AEP9.2	First shipment of carbon steel pipe delivery for Subproject 3 (jobsite)	Provide Expediting Report to customer	***%	***%	S ***
10	AEP10.1	1st major material received by vendor for use in fabrication of substation	Provide Expediting Report to customer	***%	***%	S ***
11	AEP11.1	Refrigeration compressor vendor Subproject 3 compressor ready for mechanical running test	Vendor Notification	***%	***%	S ***
12	AEP12.1	Ready for 1st shipment of refrigeration compressors (exworks)	Provide vendor's notice to Contractor or expediting report	***%	***%	S ***
12	AEP12.2	1st major material received by vendor for use in fabrication of regen gas compressors	Provide Expediting Report to customer	***%	***%	S ***

SCHEDULE C-3 AGGREGATE EQUIPMENT PRICE MILESTONE PAYMENT SCHEDULE CORPUS CHRISTI STAGE 2 LIQUEFACTION PROJECT

Months indicated under the "Month No." column below is Contractor's estimate of the date of achievement of the applicable Milestone and Contractor's entitlement to payment ball be in accordance with Article 7 of the Agreement. The Milestone Achievement Criteria below shall be in addition to the documentation required to be provided by Contractor in accordance with Article 7 of the Agreement. Month 1 is the first Month commencing after issuance of NTP.

Month	Milestone					
No.	No.	Milestone Description	Milestone Achievement Criteria	Milestone Percentage	Cumulative Value	Milestone Value
12	AEP12.3	Refrigeration compressor vendor begin Subproject 3 compressor casing hydraulic test	Vendor Notification	***%	***0/0	S ***
12	AEP12.4	1st major material received by vendor for use in fabrication of waste heat recovery unit (WHRU)	Provide Expediting Report to customer	***%	***0/0	S ***
13	AEP13.1	First shipment of stainless steel pipe delivery for Subproject 3 (jobsite)	Provide Expediting Report to customer	***%	***0/0	S ***
13	AEP13.2	1st major material received by vendor for use in fabrication of DCS / SIS	Provide Expediting Report to customer	***%	***0%	S ***
14	AEP14.1	Ready for 1st shipment of air cooled exchangers component (ex works)	Provide vendor's notice to Contractor or expediting report	***%	***0/0	S ***
15	AEP15.1	Ready for 1st shipment of waste heat recovery unit (WHRU) component (ex works)	Provide vendor's notice to Contractor or expediting report	***%	***0/0	S ***
16	AEP16.1	Ready for 1st shipment of equipment for regen gas compressors (ex works)	Provide vendor's notice to Contractor or expediting report	***%	***0/0	S ***
16	AEP16.2	First shipment of field mounted instruments delivery for Subproject 3	Provide Expediting Report to customer	***%	***0/0	S ***
17	AEP17.1	First shipment of piping valves Subproject 3 (Pipe Fabricator or jobsite)	Provide Expediting Report to customer	***%	***0%	S ***
17	AEP17.2	First shipment of electrical bulk (excluding grounding) material delivery for Subproject 3	Provide Expediting Report to customer	***%	***0/0	S ***
18	AEP18.1	Ready for 1st shipment of Columns/Vessels component (ex works)	Provide vendor's notice to Contractor or expediting report	***%	***0/0	S ***
18	AEP18.2	Ready for 1st shipment of cold box component (ex works)	Provide vendor's notice to Contractor or expediting report	***%	***0/0	S ***
20	AEP20.1	Ready for 1st shipment of substation (ex works)	Provide vendor's notice to Contractor or expediting report	***%	***0/0	S ***
22	AEP22.1	Ready for 1st shipment of DCS /SIS component (ex works)	Provide vendor's notice to Contractor or expediting report	***%	***0/0	S ***
24	AEP24.1	First shipment of any of the following: (control valves, relief valves, or on/off valves) for Subproject 3	Provide Expediting Report to customer	***%	***0/0	S ***
					TOTAL	s ***
					IOTAL	9

SCHEDULE C-4

ESTIMATED MONTHLY PAYMENTS FOR STAGE 2 LIQUEFACTION FACILITY

		Aggregate Labor a	nd Skills Price		Aggregate Equipment Price				Total Project			
Month No.	Mobilization Payment	Milestones	Monthly Payment	Total	Mobilization Payment	Milestones	Total	Incremental Value	Cumulative Payment	Incremental Percentage	Cumulative Percentage	
1	\$ ***	\$ ***	\$***	\$ ***	\$***	\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***%	
2		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***%	
3		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***%	
4		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***0/0	
5		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***%	
6		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***0⁄0	
7		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***%	
8		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***%	***%	
9		S ***	S***	S ***		\$ ***	\$ ***	\$ ***	\$ ***	***0%	***%	
10		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***%	***%	
11		S ***	S***	\$ ***		\$ ***	S ***	\$ ***	\$ ***	***%	***%	
12		S ***	S***	\$ ***		\$ ***	S ***	S ***	\$ ***	***%	***%	
13 14		S *** S ***	S*** S***	S *** S ***		\$ *** \$ ***	S *** S ***	S *** S ***	S *** S ***	***% ***%	***0%	
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18		S ***	s \$***	\$ ***		, s \$ ***	s s ***	5 S ***	s s ***	***0/0	***0/0	
19		S ***	S***	S ***		\$ ***	S ***	\$ \$ ***	S ***	***%	***0/0	
20		S ***	\$*** \$***	\$ ***		\$ ***	S ***	\$ \$ ***	\$ ***	***0/0	***0/0	
21		S ***	S***	S ***		\$ ***	S ***	S ***	S ***	***0/0	***0/	
22		\$ ***	S***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***0/0	
23		S ***	S***	S ***		\$ ***	S ***	\$ ***	\$ ***	***0/0	***%	
24		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***%	
25		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***%	
26		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***0/0	
27		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***0/0	
28		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***%	
29		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***%	
30		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***0⁄0	
31		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***0/0	***%	
32		\$ ***	\$***	\$ ***		\$ ***	\$ ***	S ***	\$ ***	***0/0	***0⁄0	
33		S ***	S***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***%	***%	
34		\$ ***	\$***	\$ ***		\$ ***	\$ ***	\$ ***	\$ ***	***% ***%	***%	
35		S ***	S***	\$ ***		\$ ***	S ***	S ***	\$ ***		***0%	
36		S *** S ***	S*** S***	S *** S ***		\$ *** \$ ***	S *** S ***	S *** S ***	S *** S ***	***% ***%	***% ***%	
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40		S ***	S***	S ***		\$ ***	S ***	\$ ***	S ***	***%	***%	
42		S ***	s \$***	\$ ***		\$ ***	s ***	S ***	s s ***	***0/0	***0/0	
43		s ***	S***	S ***		\$ ***	S ***	\$ \$ ***	\$ ***	***0/0	***0/0	
44		\$ ***	\$*** \$***	\$ ***		\$ ***	\$ ***	\$ \$ ***	\$ ***	***0/0	***%	
45		s ***	S***	s ***		\$ ***	S ***	\$ ***	\$ ***	***%	***0/0	
Total \$	***	S ***	S ***	S ***	\$ ***	S ***	S ***	\$ 2,360,000,000	-	100.0%		

ATTACHMENT D

FORM OF CHANGE ORDER FOR STAGE 2

SCHEDULE D-1

CHANGE ORDER FORM FOR STAGE 2

(for use when the Parties mutually agree upon and e	execute the Change Order pursuant to Section 6.1B or 6.2C)
---	--

CHANGE ORDER NUMBER:

DATE OF CHANGE ORDER:

PROJECT NAME: Corpus Christi Stage 2 Liquefaction Facility

OWNER: Corpus Christi Liquefaction, LLC

CONTRACTOR: Bechtel Oil, Gas and Chemicals, Inc.

DATE OF AGREEMENT:

The Agreement between the Parties listed above is changed as follows: (attach additional documentation if necessary)

Adjustment to Contract Price

The original Contract Price was	\$
Net change by previously authorized Change Orders (#)	\$
The Contract Price prior to this Change Order was	\$
The Aggregate Equipment Price will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$
The Aggregate Labor and Skills Price will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$
The Aggregate Provisional Sum will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$
The new Contract Price including this Change Order will be	\$

Adjustment to dates in Project Schedule

The following dates are modified (list all dates modified; insert N/A if no dates modified):

Adjustment to other Changed Criteria (insert N/A if no changes or impact; attach additional documentation if necessary)

Adjustment to Payment Schedule:

Adjustment to Minimum Acceptance Criteria:

Adjustment to Performance Guarantees:

Adjustment to Design Basis:

Other adjustments to liability or obligation of Contractor or Owner under the Agreement:

Select either A or B:

[A] This Change Order **shall** constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and **shall** be deemed to compensate Contractor fully for such change. Initials: _____ Contractor _____ Owner

[B] This Change Order **shall not** constitute a full and final settlement and accord and satisfaction of all effects of the change reflected in this Change Order upon the Changed Criteria and **shall not** be deemed to compensate Contractor fully for such change. Initials: _____ Contractor _____ Owner

Upon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order. Except as modified by this and any previously issued Change Orders, all other terms and conditions of the Agreement shall remain in full force and effect. This Change Order is executed by each of the Parties' duly authorized representatives.

Owner	Contractor
Name	Name
Title	Title
Date of Signing	Date of Signing

SCHEDULE D-2

UNILATERAL CHANGE ORDER FORM FOR STAGE 2

(for use when only Owner executes the Change Order pursuant to Section 6.1C or 6.2D)

PROJECT NAME: Corpus Christi Stage 2 Liquefaction Facility

CHANGE ORDER NUMBER: ____

OWNER: Corpus Christi Liquefaction, LLC

DATE OF CHANGE ORDER:

CONTRACTOR: Bechtel Oil, Gas and Chemicals, Inc.

DATE OF AGREEMENT: _

You are hereby directed to make the following additions or modifications to, or deductions from, the Work(attach additional documentation if necessary)

Compensation for the changes specified in this Change Order is on a time and materials basis as provided in Section 6.1C and 6.2D of the Agreement.

Contractor shall commence with the performance of the change(s) described above [insert date].

This Change Order is signed by Owner's duly authorized representative.

Owner

Name

Title

Date of Signing

SCHEDULE D-3

CONTRACTOR'S CHANGE ORDER REQUEST FORM FOR STAGE 2/ CONTRACTOR'S RESPONSE TO A CHANGE ORDER PROPOSED BY OWNER FOR STAGE 2

(For use by Contractor (i) pursuant to Section 6.2B of the Agreement, when Contractor requests a proposed Change Order, and (ii) pursuant to Section 6.1A of the Agreement, in responding to a Change Order proposed by Owner)

PROJECT NAME: Corpus Christi Stage 2 Liquefaction Facility

CHANGE ORDER REQUEST NUMBER:

OWNER: Corpus Christi Liquefaction, LLC

DATE OF CHANGE ORDER REQUEST:

CONTRACTOR: Bechtel Oil, Gas and Chemicals, Inc.

DATE OF AGREEMENT:

Contractor proposes the following change(s) in the Agreement: (attach additional documentation, if necessary)

OR (as applicable)

Owner proposes the following change(s) in the Agreement attach additional documentation, if necessary)

Detailed Reasons for Proposed Change(s) (provide detailed reasons for the proposed change, and attach all supporting documentation required under the Agreement)

Proposed Adjustments to Agreement (attach additional documentation, if necessary)

Contract Price Adjustment:

The Aggregate Equipment Price Adjustment:

The Aggregate Labor and Skills Price Adjustment:

The Aggregate Provisional Sum Adjustment:

Project Schedule Adjustment:

Adjustment to Payment Schedule:

Adjustment to Minimum Acceptance Criteria:

Adjustment to Performance Guarantees:

Adjustment to Guarantee Conditions:

Adjustment to Design Basis:

Other adjustments to liability or obligations of Contractor under the Agreement:

This request for Change Order is signed by Contractor's duly authorized representative.

Contractor

Name

Title

Date of Signing

SCHEDULE D-4

UNIT RATES FOR CHANGE ORDERS PERFORMED ON A TIME AND MATERIALS BASIS

Itom	Cost Cotocom:	Unit	Rate (in US\$)						Remarks
Item	Cost Category	Year	2017	2018	2019	2020	2021	2022	Remarks
1	Home Office	Home Office job- hour	\$***	\$***	\$***	\$***	\$***	\$***	Includes all home office labor and other direct costs except travel.
2	Field Non-Manual	Field Non-Manual job-hour	\$***	\$***	\$***	\$***	\$***	\$***	Includes all field non-manual labor, other direct costs including relocation and temporary assignments, except business travel.
3	Construction Direct and Indirect Labor	Direct Construction Labor job-hour	\$***	\$***	\$***	\$***	\$***	\$***	Includes all construction direct labor and indirect labor, temporary facilities, material and small tools and consumables. Does not include large tools, Construction Equipment, or manual travel.
4	Direct Material							Cost plus ***% markup on material	
5	Subcontracts							Cost plus ***% markup on Subcontracts	
6	Construction Equipment and tools valued over \$1,500	Each	***			For additional Construction Equipment or large tools not in the base plan.			
7	Business Travel		***				Based on Contractor's travel policies attached as Exhibit 1.		

This Schedule D-4 (including the attached Exhibit 1) shall be used: (i) by Contractor to develop its proposed adjustment to the Contract Price for a proposed Change Order submitted by Owner in accordance with Section 6.1A of the Agreement; (ii) by the Parties to determine the amount of compensation that Contractor is entitled to with respect to an unilateral Change Order executed by Owner in accordance with Section 6.1C or Section 6.2D of the Agreement; or (iii) by Contractor to develop its proposed adjustment to the Contract Price for any request for a proposed Change Order made by Contractor in accordance with Section 6.2B or Section 6.5B of the Agreement.

The above listed labor rates are all inclusive and include, among other things, wages and salaries paid to employees, holidays, vacation, sick leave, hospitalization and medical insurance, life insurance, payroll taxes, retirement and incentive programs, computer hardware and software, local communications, reproduction, overhead and profit.

If a Change Order results in Contractor incurring travel expenses necessary to the performance of the changed Work, and such travel expenses are reimbursable under a unilateral Change Order, Contractor shall be compensated based on the actual cost for such travel expenses, provided that such expenses comply with the requirements of <u>Exhibit 1</u>.

Exhibit 1

Contractor's Travel Policy

A. GENERAL

Employees are on business trips when they are directed to travel for business purposes and their stay at any one location is not expected to exceed 60 Days.

Organization Manager approval is required to assign an employee initially on a business trip for more than 60 Days or to extend a business trip beyond 60 Days.

Transportation and actual reasonable expenses incurred by employees on business trips will be reimbursed. Allowances are detailed below.

Accompanied status is not normally authorized for employees on business trips. Special circumstances where spouses or domestic partners may accompany employees are detailed in Corporate Manual Policy 106, Business Travel.

B. TRANSPORTATION

1. Public Carrier

Employees on business trips are reimbursed for the most economical class of regularly scheduled, reserved seat service available plus actual and reasonable expenses to and from the airport.

Guidelines for class of service:

Domestic travel (all countries) International travel under 7 hours International travel greater than 7 hours International travel overnight with next Day business Economy/Coach Economy/Coach Business Business

2. Private Automobile

Mileage costs via the most direct route will be reimbursed at the allowable rates set by the Internal Revenue Service per mile. Tolls are reimbursed in addition to the mileage rate.

C. FOOD, LODGING AND MISCELLANEOUS EXPENSES

Actual reasonable expense incurred during travel will be reimbursed.

ATTACHMENT E

PROJECT SCHEDULE FOR STAGE 2

Target Substantial Completion Date	*** (***) Days before the Guaranteed Substantial Completion Date
Guaranteed Substantial Completion Date (Note 1)	One Thousand Four Hundred Seventy Nine (1,479) Days after LNTP No. 1
Final Completion	*** (***) Days after Substantial Completion

Note 1: If Owner issues LNTP No. 1 in accordance with Section 5.1 of the Agreement prior to December 13, 2017, LNTP No. 1 shall be calculated as if Owner issued LNTP No. 1 on December 13, 2017.

E-1

ATTACHMENT F

KEY PERSONNEL AND CONTRACTOR'S ORGANIZATION FOR STAGE 2

The following individuals are Key Personnel. A scheduled de-staffing plan shall be developed by Contractor for review by Owner during execution of the Work.

Position	Name	Mobilization
Senior Project Manager	***	NTP
Project Manager	***	NTP
Project Engineering Manager	***	NTP
Procurement Manager	***	NTP
Site Manager	***	NTP
Project Controls Manager	***	NTP
HSE Manager	***	NTP
Project Field Engineer	***	NTP
Commissioning/Startup Manager	***	NTP
Field Warranty Manager	TBD	RFSU

F-1

ATTACHMENT G

MAJOR SUBCONTRACTS, MAJOR SUB-SUBCONTRACTS, BULK SUBCONTRACTS, MAJOR EQUIPMENT, APPROVED SUBCONTRACTORS AND SUB-SUBCONTRACTORS FOR STAGE 2

1.1 Introduction

Subject to the provisions of Section 2.4 of the Agreement, this Attachment includes:

- (in Section 1.7) the List of Approved Subcontractors;
- (in Section 1.3) the Subcontracts designated as Major Subcontracts;
- (in Section 1.4) the Sub-subcontracts which are designated as Major Subsubcontracts;
- (in Section 1.5) the Subcontracts designated as Bulk Order Subcontracts; and,
- (in Section 1.6) the Equipment designated as Major Equipment.

1.2 Local Content

Contractor shall give due consideration to local companies to provide materials and services, provided they are competitive in terms and price, proven quality, experience, expertise, service and delivery. (Refer to <u>Attachment A</u>, <u>Schedule A-1</u>, Section 4.3)

1.3 Major Subcontracts

The following Subcontracts are Major Subcontracts, and will apply even if the actual contractual arrangement is as a Sub-subcontractor. The Subcontractors for the following Subcontracts are Major Subcontractors:

- Equipment and Pipe Insulation
- LNG Tank
 Insulation
- Cold Boxes and Brazed Aluminum Exchangers
- Compressors Boil Off Gas
- Compressors, LNG Refrigeration
- Heat Exchangers Air Cooled
- Field Erected Non-LNG Tanks
- Site
 Preparation
- 9% nickel supplier
- Marine facilities
- Distributed control system (DCS)
- LNG pumps
- Cryogenic valves

- Marine loading arms
- Waste Heat Recovery
- Flares

1.4 Major Sub-Subcontracts

The following Sub-subcontracts are Major Sub-subcontracts. The Sub-subcontractors for the following Sub-subcontracts are Major Sub-subcontractors:

- Heat Exchanger Vendor (for Cold Boxes)
- Air Cooler Motor Vendor

1.5 Bulk Order Subcontracts

The following Subcontracts are Bulk Order Subcontracts. The Subcontractors for the following Subcontracts are Bulk Order Subcontractors:

- ***
- ***
- ***
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1.6 Major Equipment

The following Equipment items shall be deemed to be Major Equipment (as defined in the Agreement):

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1.7 List of Approved Subcontractors

In accordance with Section 2.4 of the Agreement, Contractor shall use those Subcontractors listed below for the specified items of Work.

Ball Valves, Soft Seated

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Cold Boxes and Brazed Aluminum Exchangers

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Compressors, LNG Refrigeration

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Distributed Control Systems (DCS)

• ***

Electrical Bulks (including cable tray and channel)

• ***

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Marine Gangways

- ***
- ***

Heat Exchangers - Air Cooled

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- ***

Insulation (Equipment & Pipe)

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LNG Pumps

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Loading Arms

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Marine Facilities

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Motor Control Centers/Switchgear

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Pipe Carbon Steel (Welded)

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Pipe Stainless Steel (Welded)

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<u>Pipe Spool Fabrication</u>

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Site Preparation

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Structural Steel (US)

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Ultrasonic Flow meter

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Tank Gauges (LNG Tanks)

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Valves, Cryogenic Ball

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Valves, Cryogenic Butterfly

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Valves, Cryogenic Globe & Check Valves

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Valves, Non-Return

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<u>Flares</u>

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ATTACHMENT H

FORM OF LIMITED NOTICE TO PROCEED FOR STAGE 2, LIMITED NOTICE TO PROCEED NO. 1, LIMITED NOTICE TO PROCEED NO. 2, LIMITED NOTICE TO PROCEED NO. 3, AND NOTICE TO PROCEED FOR STAGE 2

SCHEDULE H-1

FORM OF LIMITED NOTICE TO PROCEED FOR STAGE 2

Date: _____

Via Facsimile *** and Overnight Courier Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056

Attention: ***

Re: Limited Notice to Proceed for Stage 2

Pursuant to Section 5.1B.4 of the Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility, dated as of [_____], 20[____] (the "Agreement"), by and between Corpus Christi Liquefaction, LLC ("Owner") and Bechtel Oil, Gas and Chemicals, Inc. ("Contractor"), this letter shall serve as the Limited Notice to Proceed from Owner to Contractor authorizing Contractor to proceed with the LNTP Work described in the attached appendix and authorized by this LNTP pursuant to the terms and conditions of the Agreement.

For and on behalf of **CORPUS CHRISTI LIQUEFACTION, LLC**

By its signature hereto, the undersigned hereby acknowledges and accepts this Limited Notice to Proceed.

For and on behalf of **BECHTEL OIL, GAS AND CHEMICALS, INC.**

cc: Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: *** Attn: Principal Counsel

SCHEDULE H-2

LIMITED NOTICE TO PROCEED NO. 1

Date:

Via Facsimile *** and Overnight Courier

Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Attention: ***

Re: Limited Notice to Proceed No. 1

Pursuant to Section 5.1B.1 of the Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility, dated as of [_____], 20[____] (the "Agreement"), by and between Corpus Christi Liquefaction, LLC ("Owner") and Bechtel Oil, Gas and Chemicals, Inc. ("Contractor"), this letter shall serve as LNTP No. 1 from Owner to Contractor authorizing Contractor to proceed with that certain portion of the Work as described below pursuant to the terms and conditions of the Agreement:

1. LNTP No. 1 Work.

- A. Procurement. As part of this Limited Notice to Proceed, Contractor shall perform procurement activities, including but not limited to, the full award and release of the Work for the following major awards as described below:
 - Refrigeration compressors
 - Cold boxes and
 - chillers
 - Stainless steel columns and vessels
 - CO₂
 - absorber
 - Carbon steel columns and vessels
 - Carbon steel columns and vessels heavy wall
 - Cimtas pipe, valves, fittings, and supports
 - Select cryogenic valves
 - HDPE piping and fittings
 - Underground metallic pipe and fittings
 - Underground civil bulks and other material in support of concrete placement
 - Prepare for subsequent award of remaining PO's at NTP
- B. Engineering. As part of this Limited Notice to Proceed, Contractor shall perform the following engineering activities:
 - Perform technical reviews as needed to support major awards shown above.
 - Review supplier documents received during this period.
 - Issue Train 3 P&IDs for Hot Oil System, Inlet Air Chilling, Plant and Instrument Air, Water System, Nitrogen Distribution, and Heavies Removal Unit
 - Continue issuing IFC Train 3 major foundation drawings
 - Continue work on the Train 3 IFD material selection diagrams
 - Commence issuing above ground piping isometric drawings

- Issue IFD utility summaries for Train 3, LNG Tank B, and east jetty topsides
- Issue IFD equipment lists
- C. Construction. As part of this Limited Notice to Proceed, Contractor shall commence, and proceed with, the following construction activities at the Site:
 - Site grading and
 - excavation Installation of temporary drainage
 - Sheet piling for the Amine Sump
 - Underground piping installation

D. Miscellaneous. As part of this Limited Notice to Proceed, Contractor shall maintain in full force and effect at all times during the period commencing from LNTP No. 1 and prior to issuance of NTP all insurance coverages in place for the Stage 1 EPC Agreement and extend such coverages to include the LNTP Work as detailed herein. Contractor shall perform all other obligations which are required during this LNTP No. 1 by the Agreement, including those specifically required following issuance of an LNTP.

All of the foregoing being the "LNTP No. 1 Work".

2. *Payments During LNTP No. 1*. Following issuance of LNTP No. 1, Owner shall pay Contractor the amounts specified in the row (of the following table) for the Monthly Payment of Month N. Subject to the terms of the Agreement, such payment shall be made no later than one (1) Business Day after (i) Owner's issuance of LNTP No. 1 and (ii) Owner's receipt of Contractor's invoice for such sum (including all applicable documentation required under the Agreement, including <u>Attachment I</u>). Such invoice shall be in the form of Exhibit A to <u>Schedule I-1</u>. No other amounts are authorized under this Limited Notice to Proceed No. 1 for any other services, labor or Work.

Month of LNTP No. 1 Work	Monthly Payment
***	\$***
***	\$***

3. *Termination*. If Owner terminates the Agreement for convenience prior to the issuance of NTP, or if Contractor terminates this Agreement pursuant to Section 16.7 of the Agreement, then Contractor shall be entitled to (i) those amounts owed to Contractor by Owner pursuant to Section 2 of this LNTP No. 1 prior to termination, plus (ii) actual costs reasonably incurred by Contractor on account of such termination (which costs shall be adequately documented and supported by Contractor), including cancellation charges owed by Contractor to Subcontractors (provided that Owner does not take assignment of such Subcontracts) and costs associated with demobilization of Contractor's and Subcontractors' personnel and Construction Equipment. Subject to Sections 16.2C.1, 16.2C.2, and 16.7 of the Agreement, in no event shall Contractor be entitled to receive any amount for unabsorbed overhead, contingency, risk, anticipatory profit or other form of cancellation charges under this LNTP. Notwithstanding anything to the contrary herein, Owner's total liability to Contractor for LNTP No. 1 shall not exceed those amounts specified in the row (of the following table) for the Month in which the termination occurs, less any amounts paid by Owner under LNTP No. 1:

Month of Termination	Amount Owed
***	\$***
*** or later	\$***

If Owner issues LNTP No. 2, Section 3 of LNTP No. 2 shall control over this Section 3 of LNTP No. 1.

For and on behalf of **CORPUS CHRISTI LIQUEFACTION, LLC**

By:	
Name:	
Title:	

By its signature hereto, the undersigned hereby acknowledges and accepts this Limited Notice to Proceed No. 1.

For and on behalf of **BECHTEL OIL, GAS AND CHEMICALS, INC.**

cc: Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: *** Attn: Principal Counsel



SCHEDULE H-3

LIMITED NOTICE TO PROCEED NO. 2

Date:

Via Facsimile *** and Overnight Courier

Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Attention: ***

Re: Limited Notice to Proceed No. 2

Pursuant to Section 5.1B.2 of the Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility, dated as of [_____], 20[____] (the "Agreement"), by and between Corpus Christi Liquefaction, LLC ("Owner") and Bechtel Oil, Gas and Chemicals, Inc. ("Contractor"), this letter shall serve as LNTP No. 2 from Owner to Contractor authorizing Contractor to proceed with that certain portion of the Work as described below pursuant to the terms and conditions of the Agreement:

1. LNTP No. 2 Work.

- A. Procurement. As part of this Limited Notice to Proceed, Contractor shall perform procurement activities, including but not limited to, the full award and release of the Work for the following major awards as described below:
 - Waste Heat Recovery
 - Unit
 - Thermal Oxidizers
 - Analyzer
 - House
 - Select control valves
 - Pipe spool
 - fabrication
 - Structural steel
 fabrication
 - Additional stainless steel columns and vessels
 - Additional pipe, valves, fittings, and supports
 - Additional select cryogenic valves
 - Additional underground civil bulks and other material in support of concrete
 placement
 - Administration activities for the committed Purchase
 Orders
 - Site support Subcontracts to support ongoing efforts
 - Tank B Carbon steel plate materials and Krybar for the tank wall
- B. Engineering. As part of this Limited Notice to Proceed, Contractor shall perform the following engineering activities:
 - Perform technical reviews as needed to support awards shown above.
 - Issue data sheets and material requisitions to support awards shown above.
 - Review supplier documents received during this period.
 - Issue Train 3 P&IDs for Acid Gas Removal and Amine Regeneration
 - Continue issuing IFC structural steel drawings
 - Continue issuing above ground piping isometric drawings

- Work on 3D model replication for LNG Tank B and East Jetty Topsides
- Commence IFC cause and effect diagrams
- C. Construction. As part of this Limited Notice to Proceed, Contractor shall commence (or continue if already commenced under LNTP No. 1), and proceed with, the following construction activities at the Site:
 - Site grading and
 - excavation • Installation of temporary drainage
 - Sheet piling for the Amine Sump and Hot Oil Sump
 - Underground piping installation
 - Amine Sump concrete work
 - Start structural foundations (Train 3 and Tank B)

D. Miscellaneous. As part of this Limited Notice to Proceed, Contractor shall maintain in full force and effect at all times during the period commencing from LNTP No. 2 and prior to issuance of NTP all insurance coverages in place for the Stage 1 EPC Agreement and extend such coverages to include the LNTP Work as detailed herein. Contractor shall perform all other obligations which are required during this LNTP No. 2 by the Agreement, including those specifically required following issuance of an LNTP.

All of the foregoing being the "LNTP No. 2 Work".

2. *Payments During LNTP No.* 2. Following issuance of LNTP No. 2, Owner shall pay Contractor the amounts specified in the row (of the following table) for the Monthly Payment of Month N. Subject to the terms of the Agreement, such payment shall be made no later than one (1) Business Day after (i) Owner's issuance of LNTP No. 2 and (ii) Owner's receipt of Contractor's invoice for such sum (including all applicable documentation required under the Agreement, including <u>Attachment I</u>). Such invoice shall be in the form of Exhibit A to <u>Schedule I-1</u>. No other amounts are authorized under this Limited Notice to Proceed No. 2 for any other services, labor or Work.

Month of LNTP No. 2 Work	Monthly Payment
***	\$***
***	\$***

3. *Termination*. If Owner terminates the Agreement for convenience prior to the issuance of NTP, or if Contractor terminates this Agreement pursuant to Section 16.7 of the Agreement, then Contractor shall be entitled to (i) those amounts owed to Contractor by Owner pursuant to Section 2 of LNTP No. 1 and Section 2 of this LNTP No. 2 prior to termination, less those amounts previously paid to Contractor under the Agreement, plus (ii) actual costs reasonably incurred by Contractor on account of such termination (which costs shall be adequately documented and supported by Contractor), including cancellation charges owed by Contractor to Subcontractors (provided that Owner does not take assignment of such Subcontracts) and costs associated with demobilization of Contractor is and Subcontractors' personnel and Construction Equipment. Subject to Sections 16.2C.1, 16.2C.2, and 16.7 of the Agreement, in no event shall Contractor be entitled to receive any amount for unabsorbed overhead, contingency, risk, anticipatory profit or other form of cancellation charges under this LNTP. Notwithstanding anything to the contrary herein, Owner's total liability to Contractor for LNTP No. 1 and LNTP No. 2 combined shall not exceed those amounts

specified in the row (of the following table) for the Month in which the termination occurs, less any amounts paid by Owner under LNTP No. 1 and LNTP No. 2 prior to such termination:

Month of Termination	Amount Owed
***	\$***
*** or later	\$***

If Owner issues LNTP No. 3, Section 3 of LNTP No. 3 shall control over this Section 3 of LNTP No. 2.

For and on behalf of **CORPUS CHRISTI LIQUEFACTION, LLC**

By its signature hereto, the undersigned hereby acknowledges and accepts this Limited Notice to Proceed No. 2.

For and on behalf of **BECHTEL OIL, GAS AND CHEMICALS, INC.**

cc: Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: *** Attn: Principal Counsel

SCHEDULE H-4

LIMITED NOTICE TO PROCEED NO. 3

Date:

Via Facsimile *** and Overnight Courier Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Attention: ***

Re: Limited Notice to Proceed No. 3

Pursuant to Section 5.1B.3 of the Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility, dated as of [_____], 20[____] (the "Agreement"), by and between Corpus Christi Liquefaction, LLC ("Owner") and Bechtel Oil, Gas and Chemicals, Inc. ("Contractor"), this letter shall serve as LNTP No. 3 from Owner to Contractor authorizing Contractor to proceed with that certain portion of the Work as described below pursuant to the terms and conditions of the Agreement:

1. LNTP No. 3 Work.

- A. Procurement and Subcontract. As part of this Limited Notice to Proceed, Contractor shall perform procurement activities, including but not limited to, the full award and release of the Work for the following scopes described below:
 - Substations
 - Air Cooled Heat Exchangers
 - Additional select butterfly and on/off valves
 - Additional pipe, valves, fittings and supports
 - Administration activities for the committed purchase orders
 - Perform bid and evaluation activities for balance of scopes of work
- B. Engineering. As part of this Limited Notice to Proceed, Contractor shall perform the following engineering activities:
 - Perform technical reviews as needed to support awards shown above.
 - Issue data sheets and material requisitions to support awards shown above.
 - Review supplier documents received during this period.
 - Issue Train 3 P&IDs for Condensate Stabilization, Fire Protection, hot oil and Fuel Gas System
 - Continue issuing IFC structural steel drawings
 - Continue issuing above ground piping isometric drawings
 - Commence issuing IFC aboveground power plans and area classification drawings
 - Issue IFC cause and effect diagrams
 - Commence issuing IFC logic narrative, instrument location plans, and wiring diagrams

- C. Construction. As part of this Limited Notice to Proceed, Contractor shall commence (or continue if already commenced under LNTP No. 1 or LNTP No. 2), and proceed with, the following construction activities at the Site:
 - Site grading and excavation
 - Installation of temporary drainage
 - Underground piping installation
 - Amine Sump concrete work
 - Hot Oil Sump concrete work
 - Structural foundations (Train 3 and Tank B)
 - Preparation for the commencement of structural steel

D. Miscellaneous. As part of this Limited Notice to Proceed, Contractor shall maintain in full force and effect at all times during the period commencing from LNTP No. 3 and prior to issuance of NTP all insurance coverages in place for the Stage 1 EPC Agreement and extend such coverages to include the LNTP Work as detailed herein. Contractor shall perform all other obligations which are required during this LNTP No. 3 by the Agreement, including those specifically required following issuance of an LNTP.

All of the foregoing being the "LNTP No. 3 Work".

2. *Payments During LNTP No. 3*. Following issuance of LNTP No. 3, Owner shall pay Contractor the amounts specified in the row (of the following table) for the Monthly Payment of Month N. Subject to the terms of the Agreement, such payment shall be made no later than one (1) Business Day after (i) Owner's issuance of LNTP No. 3 and (ii) Owner's receipt of Contractor's invoice for such sum (including all applicable documentation required under the Agreement, including <u>Attachment I</u>). Such invoice shall be in the form of Exhibit A to <u>Schedule I-1</u>. No other amounts are authorized under this Limited Notice to Proceed No. 3 for any other services, labor or Work.

Month of LNTP No. 3 Work	Monthly Payment
***	\$***
***	\$***
***	\$***

3. *Termination*. If Owner terminates the Agreement for convenience prior to the issuance of NTP, or if Contractor terminates this Agreement pursuant to Section 16.7 of the Agreement, then Contractor shall be entitled to (i) those amounts owed to Contractor by Owner pursuant to Section 2 of LNTP No. 1. Section 2 of LNTP No. 2 and Section 2 of this LNTP No. 3 prior to termination, less those amounts previously paid to Contractor under the Agreement, plus (ii) actual costs reasonably incurred by Contractor on account of such termination (which costs shall be adequately documented and supported by Contractor), including cancellation charges owed by Contractor to Subcontractors (provided that Owner does not take assignment of such Subcontracts) and costs associated with demobilization of Contractor's and Subcontractors' personnel and Construction Equipment. Subject to Sections 16.2C.1, 16.2C.2, and 16.7 of the Agreement, in no event shall Contractor be entitled to receive any amount for unabsorbed overhead, contingency, risk, anticipatory profit or other form of cancellation charges under this LNTP. Notwithstanding anything to the contrary herein, Owner's total liability to Contractor for LNTP No. 1, LNTP No. 2 and LNTP No. 3 combined shall not exceed those amounts specified in the row (of the following table) for the Month in which the termination

occurs, less any amounts paid by Owner under LNTP No. 1, LNTP No. 2 and LNTP No. 3 prior to such termination:

Month of Termination	Amount Owed
***	\$***
***	\$***
*** or later	\$***

For and on behalf of **CORPUS CHRISTI LIQUEFACTION, LLC**

By:	
Name:	
Title:	

By its signature hereto, the undersigned hereby acknowledges and accepts this Limited Notice to Proceed No. 3.

For and on behalf of **BECHTEL OIL, GAS AND CHEMICALS, INC.**

By: ______ Name: ______ Title:

cc: Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: *** Attn: Principal Counsel

SCHEDULE H-5

FORM OF NOTICE TO PROCEED FOR STAGE 2

Date:

Via Facsimile *** and Overnight Courier

Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Attention: ***

Re: Notice to Proceed for Stage 2

Pursuant to Section 5.2A of the Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility, dated as of [____], 20[___] (the "Agreement"), by and between Corpus Christi Liquefaction, LLC ("Owner") and Bechtel Oil, Gas and Chemicals, Inc. ("Contractor"), this letter shall serve as the Notice to Proceed from Owner to Contractor authorizing Contractor to proceed with the Work pursuant to the terms and conditions of the Agreement.

For and on behalf of **CORPUS CHRISTI LIQUEFACTION, LLC**

By:	
Name:	
Title:	

By its signature hereto, the undersigned hereby acknowledges and accepts this Notice to Proceed.

For and on behalf of **BECHTEL OIL, GAS AND CHEMICALS, INC.**

By:

Name:

Title:

cc: Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: *** Attn: Principal Counsel

ATTACHMENT I

FORM OF CONTRACTOR'S INVOICES FOR STAGE 2

I-1



INVOICE NUMBER: - XXXXXX

DATE OF INVOICE: MMM/DD/YYYY

SCHEDULE I-1

PROJECT NAME: Corpus Christi Stage 2 Liquefaction Facility

OWNER: Corpus Christi Liquefaction, LLC

CONTRACTOR: Bechtel Oil, Gas, and Chemicals, Inc.

DATE OF AGREEMENT: MMM/DD/YYYY

Contractor hereby makes application for payment to Owner as shown below in connection with the above referenced Agreement between the Parties.

1.	Original Aggregate Equipment Price (Section 7.1A of Agreement)	\$0.00
2.	Net change by Change Orders (Exhibit 1A)	\$0.00
3.	Aggregate Equipment Price to date (Line 1 + Line 2)	\$0.00
4.	Total invoiced to date for Mobilization Payment - Section 7.2A (Exhibit 2A)	\$0.00
5.	Total invoiced to date for completion of Milestones - Section 7.2B (Schedule C3 of Attachment C) (Exhibit 2A)	\$0.00
6.	Original Aggregate Labor and Skills Price (Section 7.1B of Agreement)	\$0.00
7.	Net change by Change Orders (Exhibit 1B)	\$0.00
8.	Aggregate Labor and Skills Price to date (Line 6 + Line 7)	\$0.00
9.	Total invoiced to date for Mobilization Payment - Section 7.2A (Exhibit 2B)	\$0.00
10.	Total invoiced to date for completion of Milestones - Section 7.2B (Schedule C1 of Attachment C) (Exhibit 2B)	\$0.00
11.	Total invoiced to date for Monthly Payments - Section 7.2B (Schedule C2 of Attachment C) (Exhibit 2B)	\$0.00
12.	Total invoiced to date for Time and Material Work (Exhibit 3)	\$0.00
13.	Total invoiced to date (Line 4 + Line 5 + Line 9 + Line 10 + Line 11 + Line 12)	\$0.00
14.	Less previous Invoices	\$0.00
15.	Current Payment Due	\$0.00
16.	Contract Price to Date (Line 3 + Line 8)	\$0.00
17.	Balance of Contract Price remaining (Line 3 plus Line 8 less Line 13)	\$0.00

Contractor certifies that (i) the Work is progressing in accordance with the Project Schedule (as may be adjusted by Change Order) and CPM Schedule, as set forth in the current Monthly Progress Report; (ii) the Work described in or relating to this Invoice has been performed or will be performed in 60 Days and supplied in accordance with the Agreement; (iii) the Work described in or relating to this Invoice is





in accordance with the Agreement and the referenced Milestone(s) is/are complete or will be complete in 60 Days; (iv) Contractor is entitled to payment of the amount set forth as "Current Payment Due" in this Invoice.



DATE OF INVOICE: MMM/DD/YYYY

CORPUS CHRISTI STAGE 2 LIQUEFACTION FACILITY

INVOICE NUMBER: - XXXXXX

Payment is to be made by wire transfer or ACH on or before[insert due date] to: The Bank of New York New York, NY Account # XXXXX Acct. Type: Checking (DDA) ACH Format: CTX ABA # Credit: Bechtel Oil, Gas and Chemicals, Inc. Swift Code: IRVTUS3N

CONTRACTOR

Signed:	
Name:	
Title:	
Date:	, ҮҮҮҮ

OWNER APPROVAL

AMOUNT APPROVED by Owner for Payment: U.S. \$_____

OWNER
Signed: ______
Name: ______
Title: ______
Date: _____, YYYY

The AMOUNT APPROVED by Owner is without prejudice to any rights of Owner under the Agreement.

Explanation is listed below or attached if the AMOUNT APPROVED is less than the amount requested by Contractor under this Invoice.

I-4



EXHIBIT 1A - Aggregate Equipment Price

LIST OF EXECUTED CHANGE ORDERS TO SCHEDULE C3 - PAYMENT SCHEDULE

The following Change Orders have been executed by Owner and/or Contractor pursuant to Article 6:

Change Order No.	Description of Change Order	Approved Amount
otal		\$0



EXHIBIT 1B - Aggregate Labor and Skills Price

LIST OF EXECUTED CHANGE ORDERS TO SCHEDULE C1 - PAYMENT SCHEDULE

The following Change Orders have been executed by Owner and/or Contractor pursuant to Article 6:

Change Order No.	Description of Change Order	Approved Amount
otal		\$0



EXHIBIT 2A - Aggregate Equipment Price

1. MOBILIZATION PAYMENT AS PER CONTRACT - ARTICLE 7 SECTION 7.2.A

No.	Description of Mobilization Payment	Work Completed (From Previous Invoices) (\$ USD)	Work Completed (This Period) (\$ USD)
Total		\$0.00	\$0.00

2. MILESTONE PAYMENT AS PER CONTRACT - ARTICLE 7 SECTION 7.2.B

MILESTONES

No. of Milestone	Description of Milestone	Previously Invoiced Amount (\$ USD)	Amount of Milestone Completed this Month (\$ USD)	This Month Invoice Amount (\$ USD)
Total		\$0.00	\$0.00	\$0.00

I-7



EXHIBIT 2B - Aggregate Labor and Skills Price

1. MOBILIZATION PAYMENT AS PER CONTRACT - ARTICLE 7 SECTION 7.2.A

No.	Description of Mobilization Payment	Work Completed (From Previous Invoices) (\$ USD)	Work Completed (This Period) (\$ USD)
Total		\$0.00	\$0.00

2. MILESTONE PAYMENT AS PER CONTRACT - ARTICLE 7 SECTION 7.2.B

MILESTONES

No. of Milestone	Description of Milestone	Previously Invoiced Amount (\$ USD)	Amount of Milestone Completed this Month (\$ USD)	This Month Invoice Amount (\$ USD)
Total		\$0.00	\$0.00	\$0.00

3. MONTHLY PAYMENTS AS PER CONTRACT - ARTICLE 7 SECTION 7.2.B

Month of Payment	Monthly Payments	Previously Invoiced Amount (\$ USD)	This Month Invoice Amount (\$ USD)
Total	\$0.00	\$0.00	\$0.00



EXHIBIT 3

TIME AND MATERIAL PAYMENTS

The following Change Orders have been executed by Owner and/or Contractor pursuant to Article 6:

Month of Invoice	Type of Work	Amount of Invoice
otal		\$0.0



EXHIBIT 4

INTERIM CONDITIONAL LIEN WAIVERS



EXHIBIT 5

INFORMATION REQUIRED OR REQUESTED BY OWNER



EXHIBIT A TO SCHEDULE I-1

(For LNTP No. 1, LNTP No. 2 and LNTP No. 3, Contractor shall use the following LNTP Invoice form.)

PROJECT NAME: Corpus Christi Stage 2 Liquefaction Facility

OWNER: Corpus Christi Liquefaction, LLC

INVOICE NUMBER: XXXXX - XXXXXX

DATE OF INVOICE: MMM/DD/YYYY

CONTRACTOR: Bechtel Oil, Gas, and Chemicals, Inc.

DATE OF AGREEMENT: MMM/DD/YYYY

Contractor hereby makes application for payment to Owner as shown below in connection with Work performed pursuant to LNTP #_____ in accordance with Article 5 of the above referenced Agreement between the Parties.

1.	Original LNTP # Price	\$0.00
2.	Net change to LNTP # Price by Change Order (Exhibit 1)	\$0.00
3.	Aggregate LNTP # Price to date (Line 1 + Line 2)	\$0.00
4.	Total invoiced to date for Monthly Payments (Exhibit 2)	\$0.00
5.	Less previous Invoices	\$0.00
6.	Current Payment Due (Line 4 less Line 5)	\$0.00
7.	Balance of LNTP # Price remaining (Line 3 less Line 4)	\$0.00

Contractor certifies that (i) the Work described in or relating to this Invoice is in accordance with the Agreement; and (ii) Contractor is entitled to payment of the amount set forth as "Current Payment Due" in this Invoice.



DATE OF INVOICE: MMM/DD/YYYY

CORPUS CHRISTI STAGE 2 LIQUEFACTION FACILITY

INVOICE NUMBER: XXXXX - XXXXXX

Payment is to be made by wire transfer or ACH on or before[insert due date] to: The Bank of New York New York, NY Account # XXXXX Acct. Type: Checking (DDA) ACH Format: CTX ABA # Credit: Bechtel Oil, Gas and Chemicals, Inc. Swift Code: IRVTUS3N

CONTRACTOR

Signed:		
Name:		
Title:		
Date:	, ҮҮҮҮ	

OWNER APPROVAL

AMOUNT APPROVED by Owner for Payment: U.S. \$_____

OWNER
Signed: ______
Name: ______
Title: _____
Date: _____, YYYY

The AMOUNT APPROVED by Owner is without prejudice to any rights of Owner under the Agreement.

Explanation is listed below or attached if the AMOUNT APPROVED is less than the amount requested by Contractor under this Invoice.



EXHIBIT 1 - Aggregate LNTP Price

LIST OF EXECUTED CHANGE ORDERS FOR LNTP #___

The following Change Orders have been executed by Owner and/or Contractor pursuant to Article 6:

Change Order No.	Description of Change Order	Approved Amount
otal		\$0.



EXHIBIT 2 - LNTP PAYMENTS

A. <u>MONTHLY</u> <u>PAYMENTS</u>

Month	Previously Invoiced Amount for Prior Months (\$ USD)	This Month Invoice Amount (\$ USD)
Total	\$0.00	\$0.00



EXHIBIT 3 INTERIM CONDITIONAL LIEN WAIVERS



EXHIBIT 4 INFORMATION REQUIRED OR REQUESTED BY OWNER



\$0.00

\$0.00

INVOICE NUMBER: - XXXXXX

DATE OF INVOICE: MMM/DD/YYYY

SCHEDULE I-2

PROJECT NAME: Corpus Christi Stage 2 Liquefaction Facility

OWNER: Corpus Christi Liquefaction, LLC

CONTRACTOR: Bechtel Oil, Gas, and Chemicals, Inc.

DATE OF AGREEMENT: MMM/DD/YYYY

Contractor hereby makes application for payment to Owner as shown below in connection with the above referenced Agreement between the Parties.

1.	Original Aggregate Equipment Price (Section 7.1A of Agreement)	\$0.00
2.	Net change by Change Orders (Exhibit 1A)	\$0.00
3.	Aggregate Equipment Price to date (Line 1 + Line 2)	\$0.00
4.	Total invoiced to date for Mobilization Payment - Section 7.2A (Exhibit 2A)	\$0.00
5.	Total invoiced to date for completion of Milestones - Section 7.2B (Schedule C3 of Attachment C) (Exhibit 2A)	\$0.00
6.	Original Aggregate Labor and Skills Price (Section 7.1B of Agreement)	\$0.00
7.	Net change by Change Orders (Exhibit 1B)	\$0.00
8.	Aggregate Labor and Skills Price to date (Line 6 + Line 7)	\$0.00
9.	Total invoiced to date for Mobilization Payment - Section 7.2A (Exhibit 2B)	\$0.00
10.	Total invoiced to date for completion of Milestones - Section 7.2B (Schedule C1 of Attachment C) (Exhibit 2B)	\$0.00
11.	Total invoiced to date for Monthly Payments - Section 7.2B (Schedule C2 of Attachment C) (Exhibit 2B)	\$0.00
12.	Total invoiced to date for Time and Material Work (Exhibit 3)	\$0.00
13.	Total invoiced to date (Line 4 + Line 5 + Line 9 + Line 10 + Line 11 + Line 12)	\$0.00
14.	Less previous Invoices	\$0.00
15.	Current Payment Due	\$0.00
16.	Contract Price to Date (Line 3 + Line 8)	\$0.00
17.	Balance of Contract Price remaining (Line 3 plus Line 8 less Line 13)	\$0.00

ADJUSTMENTS. Explanation is listed below of (i) any adjustments required to reconcile all previous Invoices,

(Attach supporting documentation.)

Total Adjustments

Total Final Payment Due (Line I(15) +/- Total Adjustments)

Contractor certifies that (i) all Work (except for that Work and obligations that survive the termination or expiration of the Agreement) has been completely performed in accordance with the terms of the Agreement, including the completion of all Punchlist items; (ii) all quantities and prices in this final Invoice or attachments are correct and in accordance with the Agreement; (iii) fully completed and executed Final Conditional Lien and Claim Waivers from Contractor, and from all Lien Waiver Subcontractors and Major Sub-subcontractors who performed Work for the Project, as provided in Section 7.3 of the Agreement, are attached to this final Invoice; (iv) all documentation required to be delivered by Contractor's Owner under the Agreement, including Record Drawings and Specifications, Owner's Confidential Information and test reports, have been delivered to Owner; (v) all of Contractor's, Subcontractors' and Sub-subcontractors' personnel, supplies, waste, materials, rubbish, and temporary facilities have been removed from the Site; (vi) all Subcontractors have been paid in accordance with the terms of their Subcontracts, except for amounts that are the subject of this final Invoice or amounts that are properly retained or withheld in accordance with the terms of such Subcontracts; (vii) all payrolls, Taxes, bill for Equipment, and any other indebtedness connected with the Work (excluding Corrective Work) has been paid; (viii) Contractor has delivered an executed Final Completion; (x) attached to this final Invoice is all documentation supporting Contractor's request for payment as required under the Agreement; and (xi) this final Invoice is signed by an authorized representative of Contractor.





DATE OF INVOICE: MMM/DD/YYYY

CORPUS CHRISTI STAGE 2 LIQUEFACTION FACILITY

INVOICE NUMBER: - XXXXXX

Payment is to be made by wire transfer or ACH on or before[insert due date] to: The Bank of New York New York, NY Account # XXXXX Acct. Type: Checking (DDA) ACH Format: CTX ABA # Credit: Bechtel Oil, Gas and Chemicals, Inc. Swift Code: IRVTUS3N

CONTRACTOR

Signed:	
Name:	
Title:	
Date:	, YYYY

OWNER APPROVAL

AMOUNT APPROVED by Owner for Payment: U.S. \$_____

OWNER
Signed: ______
Name: ______
Title: ______
Date: _____, YYYY

The AMOUNT APPROVED by Owner is without prejudice to any rights of Owner under the Agreement.

Explanation is listed below or attached if the AMOUNT APPROVED is less than the amount requested by Contractor under this Invoice.



EXHIBIT 1A - Aggregate Equipment Price

LIST OF EXECUTED CHANGE ORDERS TO SCHEDULE C3 - MILESTONE PAYMENT SCHEDULE

The following Change Orders have been executed by Owner and/or Contractor pursuant to Article 6:

Change Order No.	Description of Change Order	Approved Amount
otal		\$0



EXHIBIT 1B - Aggregate Labor and Skills Price

LIST OF EXECUTED CHANGE ORDERS TO SCHEDULE C1 - MILESTONE PAYMENT SCHEDULE

The following Change Orders have been executed by Owner and/or Contractor pursuant to Article 6:

Change Order No.	Description of Change Order	Approved Amount
otal		\$0



EXHIBIT 2A - Aggregate Equipment Price

1. MOBILIZATION PAYMENT AS PER CONTRACT - ARTICLE 7 SECTION 7.2.A

No.	Description of Mobilization Payment	Work Completed (From Previous Invoices) (\$ USD)	Work Completed (This Period) (\$ USD)
Total		\$0.00	\$0.00

2. MILESTONE PAYMENT AS PER CONTRACT - ARTICLE 7 SECTION 7.2.B

MILESTONES

No. of Milestone	Description of Milestone	Previously Invoiced Amount (\$ USD)	Amount of Milestone Completed this Month (\$ USD)	This Month Invoice Amount (\$ USD)
Total		\$0.00	\$0.00	\$0.00



EXHIBIT 2B - Aggregate Labor and Skills Price

1. MOBILIZATION PAYMENT AS PER CONTRACT - ARTICLE 7 SECTION 7.2.A

No.	Description of Mobilization Payment	Work Completed (From Previous Invoices) (\$ USD)	Work Completed (This Period) (\$ USD)
Total		\$0.00	\$0.00

2. MILESTONE PAYMENT AS PER CONTRACT - ARTICLE 7 SECTION 7.2.B

MILESTONES

No. of Milestone	Description of Milestone	Previously Invoiced Amount (\$ USD)	Amount of Milestone Completed this Month (\$ USD)	This Month Invoice Amount (\$ USD)
Total		\$0.00	\$0.00	\$0.00

3. MONTHLY PAYMENTS AS PER CONTRACT - ARTICLE 7 SECTION 7.2.B

Month of Payment	Monthly Payments	Previously Invoiced Amount (\$ USD)	This Month Invoice Amount (\$ USD)
fotal	\$0.00	\$0.00	\$0.00



EXHIBIT 3

TIME AND MATERIAL PAYMENTS

The following Change Orders have been executed by Owner and/or Contractor pursuant to Article 6:

Month of Invoice	Type of Work	Amount of Invoice
otal		\$0.0



EXHIBIT 4

FINAL CONDITIONAL LIEN WAIVERS



EXHIBIT 5

INFORMATION REQUIRED OR REQUESTED BY OWNER

ATTACHMENT J

HSE PLAN REQUIREMENTS FOR STAGE 2

1.0 Introduction

In addition to the requirements specified in the Agreement, including Section 3.10, Contractor shall create and provide to Owner for review a health, safety and environment plan ("*HSE Plan*") for the Project that includes, at a minimum, the following:

1.1.HSE Management

Plan

1.2. Construction Environmental Control

Plan

- 1.2.1. Construction Environmental Control Plan (CECP);
- 1.2.2. Construction Waste Management Plan;
- 1.2.3. Spill Prevention, Control and Countermeasures Plan (SPCC); and
- 1.2.4. Erosion and Sediment Management Plan (E&S Plan).

1.3. Traffic Management Plan

- -----

2.0 HSE Management

Plan

Contractor shall develop and implement a plan for management of the health, safety and environmental ("*HSE*") matters for the Project ("*HSE Management Plan*") to provide guidelines for compliance with: (i) all applicable Contractor HSE requirements, policies, procedures and core processes; (ii) all Owner requirements; and (iii) all HSE requirements under Applicable Law, including any federal, state or local Permits.

The HSE Management Plan shall contain Project specific information including Project scope, Project organization, HSE organization, and shall be used as a guideline for the HSE management of the Project. Specific HSE procedures shall be developed from the HSE Management Plan to provide specific instructions on how to implement the HSE Management Plan.

The HSE Management Plan shall be broken into the following ten (10) elements:

2.1. Leadership &

Commitment

The HSE Management Plan shall include a zero accident philosophy and the Project HSE policy. This section of the HSE Management Plan shall include the following:

- 2.1.1. Senior and Project management commitment:
- 2.1.2. Define management expectations with regards to HSE of all Project personnel including supervision, employees, Subcontractors, and Subsubcontractors; and
- 2.1.3. Provide clear message that all Project personnel, Subcontractors, and Sub-subcontractors will be held accountable for their HSE performance.

2.2. Strategies and Objectives

The HSE Management Plan shall provide the HSE strategy, objectives, requirements and standards for the Project. This section of the HSE Management Plan shall include the following:

2.2.1. Project HSE policy communication, updates and support;

- 2.2.2. Project HSE strategy including how it shall be supported and updated;
- 2.2.3. Project HSE objectives, goals and targets; and
- 2.2.4. Project Key Performance Indicators (KPI).

2.3. Organization and Resources

The HSE Management Plan shall provide the roles and responsibilities of the Project personnel and the plan for management of HSE documentation. This section of the HSE Management Plan shall include the following:

- 2.3.1. Project and HSE organization;
- 2.3.2. Project HSE roles and responsibilities;
- 2.3.3. Functional HSE responsibilities and coordination (i.e. procurement, contracts, Project controls, HSE and etc.);
- 2.3.4. Communication process with regards to HSE policies, procedures and requirements; and
- 2.3.5. HSE information and documentation review, distribution and retention.

2.4. HSE Risk

Management

The HSE Management Plan shall define the Project approach to risk management and shall provide Project requirements and guidelines for implementation. This section of the HSE Management Plan shall include the following:

- 2.4.1. Defined risk management process that will identify HSE hazards and manage HSE risks;
- 2.4.2. Defined process to evaluate projects, tasks and Subcontractors with regards to HSE risk and required resources for mitigation;
- 2.4.3. Standardized risk matrix;
- 2.4.4. Information sharing methods;
- 2.4.5. Hazard recognition program;
- 2.4.6. Hazard recognition teams; and
- 2.4.7. Action register.

2.5. Planning

This section of the HSE Management Plan shall include the following:

- 2.5.1. Methods defined to achieve HSE objectives;
- 2.5.2. Applicable HSE procedures, Site requirements and/or work instructions;
- 2.5.3. Emergency preparedness; and
- 2.5.4. HSE

communications.

2.6. Employee Competency

This section of the HSE Management Plan shall include the following:

2.6.1. Training program and requirements with training matrix; and

2.6.2. People based safety program.



2.7. Customer

Interface

This section of the HSE Management Plan shall include the following:

- 2.7.1. Communication between FERC and other Governmental Instrumentalities;
- 2.7.2. Reporting, communication and information sharing; and
- 2.7.3. Coordination, security and operating facility access.

2.8. Contractor Evaluation, Selection and Monitoring

This section of the HSE Management Plan shall include the following:

- 2.8.1. Define evaluation and selection methods and processes; and
- 2.8.2. Define how monitoring of Subcontractors shall be performed.

2.9. Implementation and Monitoring

This section of the HSE Management Plan shall include the following:

- 2.9.1. Stop work policy;
- 2.9.2. Incident reporting, recording and investigation;
- 2.9.3. Procedure review; and
- 2.9.4. Management of change.

2.10. Auditing and

Reviewing

This section of the HSE Management Plan shall include the following:

- 2.10.1. Project selfassessment;
- 2.10.2. Management assessments;
- 2.10.3. HSE
 - inspection;
- 2.10.4. Subcontractor monitors and responsibilities; and
- 2.10.5. Action register and corrective action closure.

3.0 Construction Environmental Control Plan

3.1 Construction Environmental Control Plan (CECP)

This section of the CECP shall include the following:

- 3.1.1 Introduction
- 3.1.2 General Project information
- 3.1.3 Responsibilities
- 3.1.4 Environmental management controls
- 3.1.5 Environmental requirements, plans, and procedures
- 3.1.6 Required figures, tables and appendices

3.2 Construction Waste Management Plan

This section of the Construction Waste Management Plan shall include the following:

- 3.2.1. Introduction
- 3.2.2. Waste types

- 3.2.3. Waste management requirements
- 3.2.4. Waste disposal requirements
- 3.2.5. Waste minimization
- 3.2.6. Required tables and appendices
- 3.3 Spill Prevention, Control and Countermeasures Plan (SPCC)

This section of the SPCC shall include the following:

- 3.3.1 Management approval
- 3.3.2 Engineering certification
- 3.3.3 Record of review & amendment form
- 3.3.4 Introduction
- 3.3.5 Security
- 3.3.6 Trajectory analysis
- 3.3.7 Secondary containment
- 3.3.8 Contingency plans
- 3.3.9 Inspections, testing and recordkeeping
- 3.3.10 Personnel training & discharge prevention
- 3.3.11 Spill response
- 3.3.12 Spill notification and reporting
- 3.3.13 Spill kits
- 3.3.14 Required figures, tables and appendices
- 3.4 Erosion and Sediment Management Plan (E&S Plan)

This section of the E&S Plan shall include the following:

- 3.4.1. Introduction
- 3.4.2. General Project information
- 3.4.3. Responsibilities
- 5.4.5. Responsionnes
- 3.4.4. Environmental management controls
- 3.4.5. Environmental requirements, plans and procedures

3.4.6. Figures, tables and appendices

4.0 Traffic Management Plan

This section of the Traffic Management Plan shall include the following:

- 4.1. Introduction
- 4.2. Responsibilities

4.3. Safe Facility Site layout

- 4.4. Pedestrian routes
- 4.5. Vehicle routes

- **4.6.** Traffic controls and Facility Site entrances
- 4.7. Parking
- **4.8.** Vehicle safety equipment standards
- 4.9. Driving rules
- 4.10. Training requirements
- 4.11. Vehicle inspection requirements

ATTACHMENT K

FORM OF LIEN AND CLAIM WAIVERS FOR STAGE 2

CONTRACTOR'S INTERIM CONDITIONAL LIEN WAIVER AND RELEASE FOR STAGE 2

(To be executed by Contractor with each Invoice other than the Invoice for final payment)

Project _____

Job No. _____

On receipt by BECHTEL OIL, GAS AND CHEMICALS, INC. (<u>Contractor</u>) of a check or wire transfer from CORPUS CHRISTI LIQUEFACTION, LLC (<u>Owner</u>) in the sum of <u>_____</u> payable to Contractor, and when the check has been properly endorsed and has been paid by the bank on which it is drawn or the wire transfer payment is received by Contractor, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in Contractor's position that Contractor has on the property of Corpus Christi Liquefaction, LLC located at _______ (the <u>"Property</u>") to the following extent: with respect to the labor, services, equipment, or materials (a) that have been furnished by or on behalf of Contractor pursuant to that certain Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility, between Contractor and Owner, dated _______, and (b) for which payment is requested in the Payment Request(s) (defined below).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the Property or to Owner as indicated in the attached statement(s) or progress payment request(s) ("<u>Payment Requests</u>"), except for unpaid retention, pending modifications and changes, or other items furnished. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Contractor.

Contractor warrants that Contractor has already paid, or will use the funds received from this progress payment to promptly pay, in full all of Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached Payment Request(s).

Contractor agrees that this waiver and release form is in compliance with Tex. Prop. Code Ann. Section 53.284.

1 Amount in Payment Request(s) submitted with this Contractor's Interim Conditional Lien Waiver and Release.

CONTRACTOR'S INTERIM UNCONDITIONAL LIEN WAIVER

AND RELEASE FOR STAGE 2

(To be executed by Contractor with each Invoice other than the Invoice for final payment)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Project _____

Job No. ____

BECHTEL OIL, GAS AND CHEMICALS, INC. (<u>"Contractor</u>") has been paid and has received a progress payment in the sum of <u>2</u> (the <u>"Payment</u>") for all labor, services, equipment, or materials furnished to the Property (defined below) or to CORPUS CHRISTI LIQUEFACTION, LLC (<u>"Owner</u>") on the property of Corpus Christi Liquefaction, LLC located at <u>(the "Property</u>") to the following extent: with respect to the labor, services, equipment, or materials (a) that have been furnished by Contractor pursuant to that certain Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility, between Contractor and Owner, dated <u>(the "property"</u>), and (b) to which the Payment Request(s) (defined below) relate. Contractor therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment, or materials furnished to the property or to Owner as indicated in the attached statement(s) or progress payment request(s) (the <u>"Payment Requests</u>"), except for unpaid retention, pending modifications and changes, or other items furnished.

Contractor warrants that Contractor has already paid or will use the funds received from this progress payment to promptly pay in full all of Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached Payment Requests.

Contractor agrees that this waiver and release form is in compliance with Tex. Prop. Code Ann. Section 53.284.

Date:		
BECHTEL (L OIL, GAS AND CHEMICALS, INC.:	
Signature:	:	
Title:		

2 Amount actually paid to Contractor with respect to Invoice for Work performed through the end of Month N-2.

SUBCONTRACTOR'S INTERIM CONDITIONAL LIEN WAIVER

AND RELEASE FOR STAGE 2 (To be executed by Lien Waiver Subcontractors and Major Sub-subcontractors with each Invoice other than the Invoice for final payment)

Project _____

Job No.

On receipt by the signer of this document (<u>Subcontractor</u>) of a check or wire transfer from ______3 (<u>Work Recipient</u>) in the sum of \$_____4 payable to Subcontractor, and when the check has been properly endorsed and has been paid by the bank on which it is drawn or the wire transfer payment is received by Subcontractor, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in Subcontractor's position that Subcontractor has on the property of Corpus Christi Liquefaction, LLC located at ______ (the "<u>Property</u>") to the following extent: with respect to the labor, services, equipment, or materials (a) that have been furnished by or on behalf of Subcontractor pursuant to that certain ______5 for ______6, between Subcontractor and Work Recipient, dated _______, and (b) for which payment is requested in the Payment Request(s) (defined below).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the Property or to Work Recipient as indicated in the attached statement(s) or progress payment request(s) ("<u>Payment Requests</u>"), except for unpaid retention, pending modifications and changes, or other items furnished. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Subcontractor.

Subcontractor warrants that Subcontractor has already paid, or will use the funds received from this progress payment to promptly pay, in full all of Subcontractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached Payment Request(s).

Subcontractor agrees that this waiver and release form is in compliance with Tex. Prop. Code Ann. Section 53.284.



³ Specify party who the agreement is with and from whom payment is claimed.

⁴ Amount of Payment Requests submitted with this Contractor's Interim Conditional Lien Waiver and Release.

⁵ Insert full title of relevant agreement.

⁶ Insert description of the scope of work under the agreement.

SUBCONTRACTOR'S INTERIM UNCONDITIONAL LIEN WAIVER AND RELEASE FOR STAGE 2

(To be executed by Lien Waiver Subcontractors and Major Sub-subcontractors with each Invoice other than the Invoice for Final Payment; provided that, execution by Bulk Order Subcontractors is only required on a quarterly basis)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Project _____

Job No. _____

The signer of this document (<u>Subcontractor</u>) has been paid and has received progress payment(s) in the sum of <u>^</u>7 (the <u>Payment</u>) for all labor, services, equipment, or materials furnished to the Property (defined below) or to <u>______8</u> (<u>Work Recipient</u>) on the property of Corpus Christi Liquefaction, LLC located at <u>______(the <u>Property</u>) to the following extent: with respect to the labor, services, equipment, or materials (a) that have been furnished by Subcontractor pursuant to that certain <u>______9</u> for <u>_____10</u>, between Subcontractor and Work Recipient, dated <u>______</u>, and (b) to which the Payment Request(s) (defined below) relate. Subcontractor therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in Subcontractor has on the above referenced project to the following extent: This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Work Recipient as indicated in the attached statement(s) or progress payment request(s) (the "<u>Payment Requests</u>"), except for unpaid retention, pending modifications and changes, or other items furnished.</u>

Subcontractor warrants that Subcontractor has already paid or will use the funds received from this progress payment to promptly pay in full all of Subcontractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached Payment Request(s).

Subcontractor agrees that this waiver and release form is in compliance with Tex. Prop. Code Ann. Section 53.284.

Date:

Subcontractor Name:

Signature:

Title:

If submitted by Bulk Order Subcontractor = Amount actually paid by Work Recipient with respect to Months N-3, N-4 and N-5.

- 8 Specify party who the agreement is with and from whom payment is claimed.
- 9 Insert full title of relevant agreement.

10 Insert description of the scope of work under the agreement.

⁷ If submitted by Lien Subcontractor or Major Sub-subcontractor = Amount actually paid by Work Recipient, as the case may be, with respect to Invoice for Work performed through the end of Month N-2.

EXHIBIT K-5-1

CONTRACTOR'S FINAL CONDITIONAL LIEN WAIVER AND RELEASE FOR STAGE 2

(To be executed by Contractor with final Invoice)

Project _____

Job No. ____

On receipt by BECHTEL OIL, GAS AND CHEMICALS, INC. ('<u>Contractor</u>') of a check or wire transfer from CORPUS CHRISTI LIQUEFACTION, LLC ('<u>Owner</u>') in the sum of <u>1</u> payable to Contractor, and when the check has been properly endorsed and has been paid by the bank on which it is drawn or the wire transfer payment is received by Contractor, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in Contractor's position that Contractor has on the property of Corpus Christi Liquefaction, LLC located at _______ (the "Property") to the following extent: with respect to the labor, services, equipment, or materials furnished by or on behalf of Contractor pursuant to that certain Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility, between Contractor and Owner, dated

This release covers the final payment to Contractor for all labor, services, equipment, or materials furnished to the Property or to Owner. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Contractor.

Contractor warrants that Contractor has already paid or will use the funds received from this final payment to promptly pay in full all of Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Contractor agrees that this waiver and release form is in compliance with Tex. Prop. Code Ann. Section 53.284.

Date:

BECHTEL OIL, GAS AND CHEMICALS, INC.:

Signature:

Title:

11 Amount in final Invoice.

EXHIBIT K-5-2

CONTRACTOR'S FINAL CONDITIONAL CLAIM WAIVER AND RELEASE FOR STAGE 2

(To be executed by Contractor with final Invoice)

Project _

Job No.

The undersigned, BECHTEL OIL, GAS AND CHEMICALS, INC. (<u>Contractor</u>), has been engaged under contract (<u>Agreement</u>) with CORPUS CHRISTI LIQUEFACTION, LLC (<u>Owner</u>), for the engineering, procurement, construction, commissioning, start-up and testing of the Corpus Christi Stage 2 Liquefaction Facility (the <u>"Project</u>"), which is located in San Patricio County and Nueces County, State of Texas and is more particularly described as follows:

(the "Property").

Upon receipt of the sum of U.S.\$_____1², Contractor waives, relinquishes, remits and releases any and all claims, demands, actions, causes of actions or other rights at law, in contract, quantum meruit, unjust enrichment, tort, equity or otherwise that Contractor has or may have had against Owner for payment in respect of (1) the Work or (2) any other labor, services, materials or equipment performed in connection with the Agreement, whether or not known to Contractor at the time of the execution of this Contractor's Final Conditional Claim Waiver and Release, except for the following disputed payment claims in the amount of U.S.\$______:

(if no exception entry or "none" is entered above, Contractor shall be deemed not to have reserved any such disputed claim.)

Except for work and obligations that survive the termination or expiration of the Agreement, including, without limitation, Warranties and correction of Defective Work, Contractor represents that all of its obligations, legal, equitable, or otherwise, relating to or arising out of the Agreement or the Project have been fully satisfied.

This Contractor's Final Conditional Claim Waiver and Release is freely and voluntarily given, and Contractor acknowledges and represents that it has fully reviewed the terms and conditions of this Contractor's Final Conditional Claim Waiver and Release, that it is fully informed with respect to the legal effect of this Contractor's Final Conditional Claim Waiver and Release, that it is fully informed with respect to the legal effect of this Contractor's Final Conditional Claim Waiver and Release, the terms and conditions of this Contractor's Final Conditional Claim Waiver and Release in return for the payment recited above. Contractor understands, agrees and acknowledges that, upon payment, this document waives, and is fully enforceable to extinguish, all claims of Contractor for payment in respect of (1) the Work or (2) any other labor, services, materials or equipment performed in connection with the Agreement, except for the disputed claims expressly identified in this Contractor's Final Conditional Claim Waiver and Release.

This Contractor's Final Conditional Claim Waiver and Release has been executed by its duly authorized representative.

12 Amount in final Invoice.

EXHIBIT K-6-1

CONTRACTOR'S FINAL UNCONDITIONAL LIEN WAIVER

AND RELEASE FOR STAGE 2

(To be executed by Contractor at the time of payment of final Invoice)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Project ____

Job No.

BECHTEL OIL, GAS AND CHEMICALS, INC. ("Contractor") has been paid in full for all labor, services, equipment, or materials furnished to CORPUS CHRISTI LIQUEFACTION, LLC ("<u>Owner</u>") on the property of Corpus Christi Liquefaction, LLC located at ______(the "<u>Property</u>") to the following extent: with respect to the labor, services, equipment, or materials furnished by or on behalf of Contractor pursuant to that certain Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility, between Contractor and Owner, dated ______. Contractor therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in Contractor's position.

Contractor warrants that Contractor has already paid or will use the funds received from this final payment to promptly pay in full all of Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Contractor agrees that this waiver and release form is in compliance with Tex. Prop. Code Ann. Section 53.284.

Date: BECHTEL OIL, GAS AND CHEMICALS, INC.: Signature: Title: K-8

EXHIBIT K-6-2

CONTRACTOR'S FINAL UNCONDITIONAL CLAIM WAIVER AND RELEASE FOR STAGE 2

(To be executed by Contractor at the time of payment of final Invoice)

Project ______
Job No. _____

The undersigned, BECHTEL OIL, GAS AND CHEMICALS, INC. ("<u>Contractor</u>"), has been engaged under contract ("Agreement") with CORPUS CHRISTI LIQUEFACTION, LLC ("<u>Owner</u>"), for the engineering, procurement, construction, commissioning, start-up and testing of the Corpus Christi Stage 2 Liquefaction Facility (the "<u>Project</u>"), which is located in San Patricio County and Nueces County, State of Texas and is more particularly described as follows:

(the "Property").

Contractor has been paid in full for all work, materials, equipment, services and/or labor furnished in connection with the Project, and Contractor hereby waives, relinquishes, remits and releases any and all claims, demands, actions, causes of actions or other rights at law, in contract, quantum meruit, unjust enrichment, tort, equity or otherwise that Contractor has or may have had against Owner for payment in respect of (1) the Work or (2) any other labor, services, materials or equipment performed in connection with the Agreement, whether or not known to Contractor at the time of the execution of this Contractor's Final Unconditional Claim Waiver and Release, except for the following disputed payment claims in the amount of U.S.\$

(if no exception entry or "none" is entered above, Contractor shall be deemed not to have reserved any such disputed claim.)

Except for work and obligations that survive the termination or expiration of the Agreement, including, without limitation, Warranties and correction of Defective Work, Contractor represents that all of its obligations, legal, equitable, or otherwise, relating to or arising out of the Agreement or the Project have been fully satisfied, including, but not limited to payment to Subcontractors and employees and payment of Taxes.

This Contractor's Final Unconditional Claim Waiver and Release is freely and voluntarily given, and Contractor acknowledges and represents that it has fully reviewed the terms and conditions of this Contractor's Final Unconditional Claim Waiver and Release, and that it is fully informed with respect to the legal effect of this Contractor's Final Unconditional Claim Waiver and Release. Contractor understands, agrees and acknowledges that, upon execution of this document, this document waives unconditionally, and is fully enforceable to extinguish, all claims of Contractor for payment in respect of (1) the Work or (2) any other labor, services, materials or equipment performed in connection with the Agreement, except for the disputed claims expressly identified in this Contractor's Final Unconditional Claim Waiver and Release.

This Contractor's Final Unconditional Claim Waiver and Release has been executed by its duly authorized representative.

EXHIBIT K-7-1

SUBCONTRACTOR'S FINAL CONDITIONAL LIEN WAIVER

AND RELEASE FOR STAGE 2

(To be executed by Lien Waiver Subcontractors and Major Sub-subcontractors with final Invoice)

Project _____

Job No. ____

On receipt by the signer of this document (<u>Subcontractor</u>") of a check or wire transfer from _____1³ (<u>Work Recipient</u>") in the sum of \$_____1⁴ payable to Subcontractor, and when the check has been properly endorsed and has been paid by the bank on which it is drawn or the wire transfer payment is received by Subcontractor, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in Subcontractor's position that Subcontractor has on the property of Corpus Christi Liquefaction, LLC located at _______ (the <u>"Property</u>") to the following extent: with respect to the labor, services, equipment, or materials furnished by or on behalf of Subcontractor pursuant to that certain _______1⁵ for ______1⁶, between Subcontractor and Work Recipient, dated

This release covers the final payment to Subcontractor for all labor, services, equipment, or materials furnished to the Property or to Work Recipient. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Subcontractor.

Subcontractor warrants that Subcontractor has already paid or will use the funds received from this final payment to promptly pay in full all of Subcontractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Subcontractor agrees that this waiver and release form is in compliance with Tex. Prop. Code Ann. Section 53.284.

¹³ Specify party who the agreement is with and from whom payment is claimed.

¹⁴ Amount in final Payment Request.

¹⁵ Insert full title of relevant agreement.

¹⁶ Insert description of the scope of work under the agreement.

EXHIBIT K-7-2

SUBCONTRACTOR'S FINAL CONDITIONAL CLAIM WAIVER AND RELEASE FOR STAGE 2

(To be executed by Lien Waiver Subcontractors and Major Sub-subcontractors with final Invoice)

Project _____

Job No. _____

The undersigned, ("<u>Subcontractor</u>"), has, under an agreement with ______¹⁷ ("<u>Work Recipient</u>"), furnished certain materials, equipment, services, and/or labor for the engineering, procurement, construction, commissioning, start-up and testing of the Corpus Christi Stage 2 Liquefaction Facility (the "<u>Project</u>"), which is located in San Patricio County and Nueces County, State of Texas, and is more particularly described as follows:

(the "Property").

Upon receipt of the sum of U.S.\$ ______18, Subcontractor waives, relinquishes, remits and releases any and all claims, demands, actions, causes of action or other rights at law, in contract, quantum meruit, unjust enrichment, tort, equity or otherwise against Corpus Christi Liquefaction, LLC, Bechtel Oil, Gas and Chemicals, Inc. or Work Recipient, which Subcontractor has, may have had or may have in the future arising out of the agreement between Subcontractor and Work Recipient or the Project, whether or not known to Subcontractor at the time of the execution of this Subcontractor's Final Conditional Claim Waiver and Release.

Except for work and obligations that survive the termination or expiration of the agreement between Subcontractor and Work Recipient, including warranties and correction of defective work, Subcontractor represents that all of its obligations, legal, equitable, or otherwise, relating to or arising out of the agreement between Work Recipient and Subcontractor, the Project or sub-subcontracts have been fully satisfied.

This Subcontractor's Final Conditional Claim Waiver is freely and voluntarily given and Subcontractor acknowledges and represents that it has fully reviewed the terms and conditions of this Subcontractor's Final Conditional Claim Waiver and Release, that it is fully informed with respect to the legal effect of this Subcontractor's Final Conditional Claim Waiver and Release, that it is fully informed with respect to the legal effect of this Subcontractor's Final Conditional Claim Waiver and Release, that it is fully informed with respect to the legal effect of this Subcontractor's Final Conditional Claim Waiver and Release, the terms and conditions of this Subcontractor's Final Conditional Claim Waiver and Release in return for the payment recited above. Subcontractor understands, agrees and acknowledges that, upon payment, this document waives rights and is fully enforceable to extinguish all claims of Subcontractor as of the date of execution of this document by Subcontractor.

This Subcontractor's Final Conditional Claim Waiver and Release has been executed by its duly authorized representative.

Date:	
Subcontract	or Name:
Signature:	
Title:	
17 Specify pa	arty who the agreement is with and from whom payment is claimed.

18 Amount in final Payment Request.

SCHEDULE K-8

EXHIBIT K-8-1

SUBCONTRACTOR'S FINAL UNCONDITIONAL LIEN WAIVER

AND RELEASE FOR STAGE 2

(To be executed by Lien Waiver Subcontractors and Major Sub-subcontractors on payment of final Invoice)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Project ____

Job No.

The signer of this document (<u>"Subcontractor</u>") has been paid in full for all labor, services, equipment, or materials furnished to the Property (defined below) or to <u>19</u> (<u>Work Recipient</u>") on the property of Corpus Christi Liquefaction, LLC located at ______(the <u>"Property</u>") to the following extent: with respect to the labor, services, equipment, or materials furnished by or on behalf of Subcontractor pursuant to that certain _____2⁰ for _____2¹, between Subcontractor and Work Recipient, dated ______(the <u>"Contract</u>"). Subcontractor therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in Subcontractor's position.

Subcontractor warrants that Subcontractor has already paid or will use the funds received from this final payment to promptly pay in full all of Subcontractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Subcontractor agrees that this waiver and release form is in compliance with Tex. Prop. Code Ann. Section 53.284.

K-12

¹⁹ Specify party who the agreement is with and from whom payment is claimed.

²⁰ Insert full title of relevant agreement.

²¹ Insert description of the scope of work under the Contract.

EXHIBIT K-8-2

SUBCONTRACTOR'S FINAL UNCONDITIONAL CLAIM WAIVER AND RELEASE FOR STAGE 2

(To be executed by Lien Waiver Subcontractors and Major Sub-subcontractors on payment of final Invoice)

Project _____

Job No.

The undersigned, ("<u>Subcontractor</u>"), has, under an agreement with ______²² ("<u>Work Recipient</u>"), furnished certain materials, equipment, services, and/or labor for the engineering, procurement, construction, commissioning, start-up and testing of the Corpus Christi Stage 2 Liquefaction Facility (the "<u>Project</u>"), which is located in San Patricio County and Nueces County, State of Texas, and is more particularly described as follows:

(the "Property").

Subcontractor has been paid in full for all work, materials, equipment, services and/or labor furnished by or on behalf of Subcontractor to or on account of Work Recipient for the Project, and Subcontractor hereby waives, relinquishes, remits and releases any and all claims, demands, actions, causes of action or other rights at law, in contract, quantum meruit, unjust enrichment, tort, equity or otherwise against Corpus Christi Liquefaction, LLC, Bechtel Oil, Gas and Chemicals, Inc., or Work Recipient, which Subcontractor has, may have had or may have in the future arising out of the agreement between Subcontractor and Work Recipient or the Project, whether or not known to Subcontractor at the time of the execution of this Subcontractor's Final Unconditional Claim Waiver and Release.

Except for work and obligations that survive the termination or expiration of the agreement between Subcontractor and Work Recipient, including warranties and correction of defective work, Subcontractor represents that all of its obligations, legal, equitable, or otherwise, relating to or arising out of the agreement between Work Recipient and Subcontractor, the Project or sub-subcontracts have been fully satisfied, including, but not limited to payment to sub-subcontractors and employees of Subcontractor and payment of taxes.

This Subcontractor's Final Unconditional Claim Waiver and Release is freely and voluntarily given and Subcontractor acknowledges and represents that it has fully reviewed the terms and conditions of this Subcontractor's Final Unconditional Claim Waiver and Release, and that it is fully informed with respect to the legal effect of this Subcontractor's Final Unconditional Claim Waiver and Release. Subcontractor understands, agrees and acknowledges that, upon execution of this document, this document waives rights unconditionally and is fully enforceable to extinguish all claims of Subcontractor as of the date of execution of this document by Subcontractor.

This Subcontractor's Final Unconditional Claim Waiver and Release has been executed by its duly authorized representative.

Date:					
Subcontract	or Name:				
	-				
Signature:					
Title:					

22 Specify party who the agreement is with and from whom payment is claimed.

K-13

ATTACHMENT L

[NOT USED]

L-1

ATTACHMENT M

FORM OF SUBSTANTIAL COMPLETION CERTIFICATE FOR STAGE 2

Date:

Corpus Christi Liquefaction, LLC 700 Milam Street, Suite 1900 Houston, Texas 77002 Attention:

Re: Substantial Completion Certificate for the Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility, dated as of [_______, 20___] (the "*Agreement*"), by and between Corpus Christi Liquefaction, LLC ("*Owner*") and Bechtel Oil, Gas and Chemicals, Inc. ("*Contractor*")

Pursuant to Section 11.2 of the Agreement, Contractor hereby certifies that it has completed all requirements under the Agreement for Substantial Completion, including: (i) the Minimum Acceptance Criteria (MAC) has been achieved; (ii) the Performance Guarantee has been achieved, or if the Performance Guarantee has not been achieved but the MAC has been achieved, Contractor either (A) has paid the applicable Performance Liquidated Damages or (B) elects or is directed to take corrective actions to achieve the Performance Guarantee pursuant to Section 11.4A(ii); (iii) the Work (including training in accordance with Section 3.5 and the delivery of all documentation required as a condition of Substantial Completion under the Agreement (including documentation required for operation, including test reports)) has been completed in accordance with the requirements of the Agreement other than any Work which meets the definition of Punchlist; (iv) Contractor hereby delivers to Owner this Substantial Completion Certificate as required under Section 11.2; (v) Contractor has obtained all Contractor Permits; and (vi) Contractor has, pursuant to Section 3.4, delivered to the Site all Operating Spare Parts List to be delivered to the Site prior to Substantial Completion.

To the extent Owner has provided an invoice(s) for Liquidated Damages to Contractor pursuant to Section 20.3C of the Agreement, Contractor certifies that it has _____ or has not _____ (check one) paid to Owner all such Liquidated Damages.

Contractor certifies that it achieved all requirements under the Agreement for this Substantial Completion Certificate on ______, 20___, including the payment of Liquidated Damages owed under the Agreement (if any), or if any such Liquidated Damages have not been paid upon the date of this Substantial Completion Certificate, such Liquidated Damages will be paid by Contractor within ten (10) Days after Contractor's receipt of Owner's invoice for such Liquidated Damages.

Attached is all information required to be provided by Contractor with this Certificate under Section 11.2 of the Agreement, including the Performance Test report and analysis and those requirements set forth in writing between the Parties for the Performance Test Procedures.

[Signature Page Follows]

M-1

IN WITNESS WHEREOF, Contractor has caused this Substantial Completion Certificate to be duly executed and delivered as of the date first written above.

BECHTEL OIL, GAS AND CHEMICALS, INC.

cc: Corpus Christi Liquefaction, LLC 700 Milam Street, Suite 1900 Houston, Texas 77002 Attn: General Counsel

M-2

Owner Acceptance or Rejection of Substantial Completion Certificate

Pursuant to Section 11.3 of the Agreement, Owner _____ accepts or _____ rejects (check one) the Substantial Completion Certificate.

If Substantial Completion was achieved, Substantial Completion was achieved on ______, 20____. Owner agrees to take care, custody and control of Subproject 3 at [_____(enter time)] on [______, 20____] (such date shall be no more than one (1) Day following Owner's execution of this Substantial Completion Certificate).

Acceptance of this Substantial Completion Certificate shall not relieve Contractor of any of Contractor's obligations to perform the Work in accordance with the requirements of the Agreement, nor shall it in any way release Contractor or any surety of Contractor from any obligations or liability pursuant to the Agreement, including obligations with respect to unperformed obligations of the Agreement or for any Work that does not conform to the requirements of this Agreement.

The basis for any rejection of Substantial Completion is attached hereto.

For and on behalf of **CORPUS CHRISTI LIQUEFACTION, LLC**

By:	
Name:	
Title:	

M-3

ATTACHMENT N

FORM OF FINAL COMPLETION CERTIFICATE FOR STAGE 2

Date:

Corpus Christi Liquefaction, LLC 700 Milam Street, Suite 1900 Houston, Texas 77002 Attention: ______

Re:	Final Completion Certificate for the Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the
	Corpus Christi LNG Stage 2 Liquefaction Facility, dated as of [], 20[] (the "Agreement"), by and between Corpus Christi Liquefaction, LLC
	("Owner") and Bechtel Oil, Gas and Chemicals, Inc. ("Contractor")

Pursuant to Section 11.6 of the Agreement, Contractor hereby certifies that all Work and all other obligations under the Agreement (except for that Work and obligations that survive the termination or expiration of the Agreement, including obligations for Warranties and correction of Defective Work pursuant to Section 12.3 and any other obligations covered under Section 11.6) are fully and completely performed in accordance with the terms of the Agreement, including: (i) the achievement of Substantial Completion; (ii) the completion of all Punchlist items; (iii) delivery by Contractor to Owner of a fully executed Final Conditional Lien and Claim Waiver in the form of <u>Schedule K-5, Exhibits K-5-1</u> and <u>K-5-2</u>; (iv) delivery by Contractor to Owner of all documentation required to be delivered under this Agreement as a prerequisite of achievement of Final Completion, including Record Drawings; (v) removal from the Site of all of Contractor's, Subcontractors' and Sub-subcontractor's personnel, supplies, waste, materials, rubbish, and temporary facilities with respect to the Stage 2 Liquefaction Facility; (vi) delivery by Contractors in the form in <u>Schedule K-7, Exhibits K-7-1</u> and <u>K-7-2</u>; (viii) Contractor hereby delivers to Owner of the form in <u>Schedule K-7, Exhibits K-7-1</u> and <u>K-7-2</u>; (viii) Contractor hereby delivers to Owner this Final Completion Certificate as required under Section 11.6; (ix) Contractor has, pursuant to Section 3.4, delivered to the Site all Operating Spare Parts required by the Operating Spare Parts List to be delivered to the Project prior to Final Completion; and (x) if pursuant to Section 11.4A Substantial Completion was achieved without Contractor has achieved the Performance Guarantee, Contractor has achieved the Performance Guarantee or has paid the applicable Performance Liquidated Damages.

Contractor certifies that it achieved all requirements under the Agreement for Final Completion on ______, 20___.

Attached is all documentation required under the Agreement to be provided by Contractor with this Final Completion Certificate.

IN WITNESS WHEREOF, Contractor has caused this Final Completion Certificate to be duly executed and delivered as of the date first written above.

BECHTEL OIL, GAS AND CHEMICALS, INC.

By:	
Name:	
Title:	
Date:	

cc: Corpus Christi Liquefaction, LLC 700 Milam Street, Suite 1900 Houston, Texas 77002 Attn: General Counsel

N-1

Owner Acceptance or Rejection of Final Completion Certificate

Pursuant to Section 11.6 of the Agreement, Owner ______ accepts or ______rejects (check one) the Final Completion Certificate.

If Final Completion was achieved, Final Completion was achieved on _____, 20___.

Acceptance of Final Completion shall not relieve Contractor of any of Contractor's remaining obligations in accordance with the requirements of the Agreement, nor shall it in any way release Contractor or any surety of Contractor from any obligations or liability pursuant to the Agreement, including obligations with respect to unperformed obligations of the Agreement or for any Work that does not conform to the requirements of this Agreement, including Warranty obligations.

The basis for any rejection of Final Completion is attached hereto.

For and on behalf of **CORPUS CHRISTI LIQUEFACTION, LLC**

By: Name: Title:

ATTACHMENT O

INSURANCE REQUIREMENTS FOR STAGE 2

1. <u>Contractor's</u> <u>Insurance</u>.

A. <u>Types and Amounts of Insurance</u>. Subject to Section 7.1C of this Agreement and <u>Attachment EE</u>. Contractor shall at its own cost and expense procure and maintain in full force and effect at all times specified in Section 1B the following insurances on an occurrence basis for coverages at the following limits of liability:

1. Workers' Compensation and Employer's Liability Insurance. Contractor shall comply with Applicable Law with respect to workers' compensation requirements and other similar requirements where the Work is performed and shall procure and maintain workers' compensation and employer's liability policies in accordance with Applicable Law and the requirements of this Agreement. These policies shall include coverage for all states and other applicable jurisdictions, voluntary compensation coverage, and occupational disease. If the Work is to be performed on or near navigable waters, the policies shall include coverage for United States Longshoremen's and Harbor Workers' Act, Death on the High Seas Act, the Jones Act, the Outer Continental Shelf Lands Act, and other Applicable Law regarding maritime law. A maritime employer's liability policy may be used to satisfy applicable parts of this requirement with respect to Work performed on or near navigable waters. If Contractor is not required by Applicable Law to carry workers' compensation insurance, then Contractor shall provide the types and amounts of insurance which are mutually agreeable to the Parties.

Limits: Workers' Compensation: Statutory

Employer's Liability: U.S.\$1,000,000 each accident, U.S.\$1,000,000 disease each employee and U.S.\$1,000,000 disease policy limit

To meet the foregoing workers' compensation and employer's liability requirements, Contractor shall, upon NTP, extend the workers' compensation and employer's liability insurance coverage under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of Attachment O under the Stage 1 EPC Agreement.

2. <u>Commercial General Liability Insurance</u>. This policy shall provide coverage against claims for bodily injury (including bodily injury and death), property damage (including loss of use) and personal injury, and shall include contractual liability (such coverage not to be written on a limited basis) insuring the obligations assumed by Contractor under the Agreement, products and completed operations coverage (for a minimum of five (5) years after Substantial Completion), premises and operations coverage, broad form property damage coverage, independent contractors, actions over indemnity coverage and non-owned watercraft liability. The policy shall not include any explosion, collapse or

underground exclusion. The policy shall be endorsed to provide coverage wherever the Work is performed. The aggregate limits shall apply separately to each annual policy period, except for the products and completed operations coverage, which shall be a Liquefaction Facility aggregate. This coverage will be subject to a maximum deductible of U.S.\$25,000.

Limits: U.S.\$2,000,000 combined single limit each occurrence

U.S.\$4,000,000 general aggregate, with such limits dedicated to the Liquefaction Facility

U.S.\$4,000,000 products and completed operations aggregate, with such limits dedicated to the Liquefaction Facility

To meet the foregoing commercial general liability requirements, Contractor shall, upon NTP, extend the commercial general liability coverage under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of <u>Attachment O</u> under the Stage 1 EPC Agreement, except that the overall cumulative limits for the Liquefaction Facility shall be as follows: U.S.\$2,000,000 combined single limit each occurrence; U.S.\$4,000,000 general aggregate, with such limits dedicated to the Liquefaction Facility; and U.S.\$4,000,000 products and completed operations aggregate, with such limits dedicated to the Liquefaction Facility.

3. <u>Commercial Automobile Insurance</u>. This policy shall include coverage for all owned, hired, rented, and non-owned automobiles and equipment. This coverage will be subject to a maximum deductible of U.S.\$25,000.

Limit: U.S.\$1,000,000 combined single limit each accident

To meet the foregoing commercial automobile insurance requirements, Contractor shall, upon NTP, extend the commercial automobile insurance coverage under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of <u>Attachment O</u> under the Stage 1 EPC Agreement.

4. <u>Umbrella or Excess Liability Insurance</u>. This policy shall be written on a "following form" basis and shall provide coverage in excess of the coverages required to be provided by Contractor for employer's liability insurance, commercial general liability insurance, maritime employer's liability insurance, aircraft liability insurance and commercial automobile liability insurance. The aggregate limit shall apply separately to each annual policy period, except for the products and completed operations coverage, which shall be a Liquefaction Facility aggregate.

Limits: U.S.\$100,000,000 combined single limit each occurrence, dedicated to the Liquefaction Facility

U.S.\$100,000,000 annual aggregate limit, with such limits dedicated to the Liquefaction Facility

To meet the foregoing umbrella or excess liability insurance requirements, Contractor shall, upon NTP, extend the umbrella or excess liability coverage under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of <u>Attachment O</u> under the Stage 1 EPC Agreement, except that the overall cumulative limits for the Liquefaction Facility shall be as follows: U.S.\$100,000,000 combined single limit each occurrence, dedicated to the Liquefaction Facility; and U.S.\$100,000,000 annual aggregate limit, with such limits dedicated to the Liquefaction Facility.

5. <u>Aircraft Liability Insurance</u>. If applicable, this policy shall provide coverage for bodily injury and property damage and shall cover aircraft that is owned, leased, rented or chartered by Contractor. The policy shall include coverage for passengers and crew, cover all owned and non-owned aircraft, and be endorsed to provide a voluntary settlement.

Limit: U.S.\$10,000,000 per occurrence

To meet the foregoing aircraft liability insurance requirements, Contractor shall, upon NTP, extend the aircraft liability insurance coverage under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of <u>Attachment O</u> under the Stage 1 EPC Agreement.

6. <u>Hull and Machinery Insurance</u>. This policy shall be provided by, or on behalf of the Contractor if applicable, and shall cover any watercraft that is owned, leased, rented or chartered by Contractor. If not provided for in the protection and indemnity policy in Section 1A.7 of this <u>Attachment O</u>, this policy shall include collision liability and tower's liability with sister-ship clause un-amended. All "as owner" and "other than owner" clauses shall be deleted, and navigational limitations shall be adequate for Contractor to perform the specified Work.

Hull: Replacement value of the vessel without depreciation

To meet the foregoing hull and machinery insurance requirements, Contractor shall, upon NTP, extend the hull and machinery insurance coverage under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of <u>Attachment O</u> under the Stage 1 EPC Agreement.

7. <u>Protection and Indemnity Insurance (P&I)</u>. This policy shall be provided by Contractor if applicable and shall cover any watercraft that is owned, leased, rented or chartered by Contractor. The coverage provided shall include pollution liability, removal of wreck and/or debris, and if not provided for in the hull and machinery policy, collision liability and tower's liability with sister-ship clause un-amended. All "as owner" and "other

than owner" clauses shall be deleted, and navigational limitations shall be adequate for Contractor to perform the specified Work.

If pollution liability coverage is not provided by the P&I underwriter, pollution liability insurance shall be separately provided that will cover bodily injury, property damage, including cleanup costs and defense costs imposed under Applicable Law (including the Oil Pollution Act of 1990 (OPA) and the Comprehensive Environmental Response Compensation and Liability Act (CERCLA)), resulting from pollution conditions of contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water.

Limits: Protection and indemnity coverage provided with a minimum limit of U.S.\$100,000,000. (This limit may be satisfied with a minimum underlying limit of U.S.\$1,000,000 and the remaining U.S.\$99,000,000 provided through excess P&I coverage which "follows form" with the underlying policy.)

Pollution liability coverage provided with a minimum limit of U.S.\$100,000,000.

To meet the foregoing protection and indemnity insurance requirements, Contractor shall, upon NTP, extend the protection and indemnity insurance coverage under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of <u>Attachment O</u> under the Stage 1 EPC Agreement, except that the overall cumulative minimum limits for the Liquefaction Facility shall be as follows: U.S.\$100,000,000 (which may be satisfied as stated above); and U.S.\$100,000,000 pollution liability coverage.

8. <u>Contractor's Construction Equipment Floater</u>. Contractor shall maintain (or self-insure) equipment insurance covering all Construction Equipment and items (whether owned, rented, or borrowed) of Contractor that will not become part of the Stage 2 Liquefaction Facility. It is understood that this coverage shall not be included under the builder's risk policy.

To meet the foregoing construction equipment floater, Contractor shall, upon NTP, extend the construction equipment floater under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of <u>Attachment O</u> under the Stage 1 EPC Agreement.

9. <u>Builder's Risk Insurance</u>. Property damage insurance on an "all risk" basis insuring Contractor, Owner and Lender, as their interests may appear, including coverage against loss or damage from the perils of earth movement (including earthquake, landslide, subsidence and volcanic eruption), Windstorm, startup and testing, strike, riot, civil commotion and malicious damage but excluding terrorism.

To meet the builder's risk insurance requirements under this <u>Attachment O</u>, Contractor shall, upon NTP, extend the builder's risk insurance coverage under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of <u>Attachment O</u> under the Stage 1 EPC Agreement, except that (unless expressly stated otherwise in this Section) any limits, sublimits, deductibles, payments or other values stated herein shall not be doubled or otherwise increased as a result of the extension of the builder's risk insurance to this Agreement (*e.g.*, sue and labor under paragraph (a) shall not be less than U.S.\$5,000,000 for the Liquefaction Facility; expediting expenses under paragraph (b) shall not be less than U.S.\$15,000,000 for the Liquefaction Facility; removal of debris under paragraph (b) shall be subject to a maximum of U.S.\$10,000,000 for the Liquefaction Facility).

- (a) <u>Property Covered</u>: The insurance policy shall provide coverage for (i) the buildings, structures, boilers, machinery, Equipment, facilities, fixtures, supplies, fuel, and other properties constituting a part of the Liquefaction Facility, (ii) free issue items used in connection with the Liquefaction Facility, (iii) the inventory of spare parts to be included in the Liquefaction Facility, (iv) property of others in the care, custody or control of Contractor or Owner in connection with the Liquefaction Facility, (v) all preliminary works, temporary works and interconnection works, (vi) foundations and other property below the surface of the ground, and (vii) electronic equipment and media.
- (b) <u>Additional Coverages</u>: The insurance policy shall insure (i) the cost of preventive measures to reduce or prevent a loss (sue & labor) in an amount not less than U.S.\$5,000,000, (ii) operational and performance testing for a period not less than ninety (90) Days, (iii) inland transit with sub-limits sufficient to insure the largest single shipment to or from the Site from anywhere within the United States of America, (iv) expediting expenses (defined as extraordinary expenses incurred after an insured loss to make temporary repairs and expedite the permanent repair of the damaged property in excess of the delayed startup coverage even if such expenses do not reduce the delayed startup loss) in an amount not less than U.S.\$15,000,000, (v) off-Site storage with sub-limits sufficient to insure the full replacement value of any property or Equipment not stored on the Site, and (vi) the removal of debris with a sub-limit not less than twenty-five percent (25%) of the loss amount, but subject to a maximum of U.S.\$10,000,000.
- (c) <u>Special Clauses</u>: The insurance policy shall include (i) a seventy-two (72) hour flood/storm/earthquake clause, (ii) unintentional errors and omissions clause, (iii) a 50/50 clause, (iv) a requirement that the insurer pay losses within thirty (30) Days after receipt of an acceptable proof or loss or partial proof of loss, (v) an other insurance clause making this insurance primary over any other insurance, (vi) a clause stating that the policy shall not be

subject to cancellation by the insurer except for non-payment of premium and (vii) an extension clause allowing the policy period to be extended up to six (6) months with respect to physical loss or damage without modification to the terms and conditions of the policy and a pre-agreed upon premium.

- (d) <u>Prohibited Exclusions</u>: The insurance policy shall not contain any (i) coinsurance provisions, (ii) exclusion for loss or damage resulting from freezing and mechanical breakdown, (iii) exclusion for loss or damage covered under any guarantee or warranty arising out of an insured peril, (iv) exclusion for resultant damage caused by ordinary wear and tear, gradual deterioration, normal subsidence, settling, cracking, expansion or contraction and faulty workmanship, design or materials no more restrictive than the LEG 3/96 or DE-5 exclusion.
- (e) Sum Insured: The insurance policy shall (i) be on a completed value form, with no periodic reporting requirements, (ii) upon NTP, extend the builder's risk insurance under the Stage 1 EPC Agreement to this Agreement, insuring the Stage 1 Liquefaction Facility in the amount required under the Stage 1 EPC Agreement and insuring the Stage 2 Liquefaction Facility in an amount no less than U.S.\$500,000,000 and no more than U.S.\$1,000,000, (iii) within ninety (90) Days after NTP, increase the insurance to insure the combined Stage 1 Liquefaction Facility and the Stage 2 Liquefaction Facility for an amount no less than an amount to be determined based upon a probable maximum loss study for the combined Stage 1 Liquefaction Facility and the Stage 2 Liquefaction Facility performed by a reputable and experienced firm reasonably satisfactory to Contractor, Owner and Owner's Lenders, with such maximum probable loss approved by the Parties within such time; (iv) value losses at replacement cost, without deduction for physical depreciation or obsolescence including custom duties, Taxes and fees, (v) insure loss or damage from earth movement without a sublimit, (vi) upon NTP, extend the insurance for property loss or damage from Windstorm under the Stage 1 EPC Agreement to this Agreement, insuring the Stage 1 Liquefaction Facility in the amount required under the Stage 1 EPC Agreement and insuring the Stage 2 Liquefaction Facility in an amount no less than U.S.\$50,000,000 and no more than U.S.\$100,000,000, and (vii) within ninety (90) Days after NTP, increase the insurance to insure the Liquefaction Facility for property loss or damage from Windstorm with a sub-limit of not less than U.S.\$500,000,000, and such sublimit shall apply to the combined loss covered under Section 1.A.9 Builder's Risk and Section 1.A.10 Builder's Risk Delayed Startup, and (viii) upon NTP, extend the insurance for loss or damage from strikes, riots and civil commotion under the Stage 1 EPC Agreement to this Agreement, insuring the combined Stage 1 Liquefaction Facility and the Stage 2 Liquefaction Facility with a sub-limit not less than U.S.\$100,000,000.

- (f) <u>Deductible</u>: The insurance policy covering the Liquefaction Facility shall have no deductible greater than U.S.\$500,000 per occurrence; *provided, however*, (i) for Windstorms, the deductible shall not be greater than two percent (2%) of values at risk for the Liquefaction Facility, subject to a minimum deductible of U.S.\$1,000,000 and a maximum deductible of U.S.\$7,500,000 for Windstorms for the Liquefaction Facility and (ii) for wet works, the deductible shall not be greater than \$1,000,000 for the Liquefaction Facility.
- (g) <u>Payment of Insurance Proceeds</u>: The property damage proceeds under the builder's risk policy shall be paid as follows with respect to any one occurrence:
 - (i) the first Ten Million U.S. Dollars (U.S.\$10,000,000) of amounts paid under the builder's risk insurance policy for property damage to the Liquefaction Facility shall be paid by the insurance carrier directly to Contractor, which shall be used by Contractor in connection with the repair, replacement or other necessary work in connection with the loss or damage to the Liquefaction Facility; and
 - any amounts in excess of Ten Million U.S. Dollars (U.S.\$10,000,000) for property damage to the Liquefaction (ii) Facility shall (x) be paid by the insurance carrier directly to the Collateral Agent (or if there is no Collateral Agent, a mutually agreed upon escrow agent), and Owner shall pay such insurance proceeds to Contractor in accordance with Monthly Invoices submitted to Owner for the completion by Contractor of repairs, replacement and other necessary work in accordance with the restoration plan prepared by Contractor and approved by Owner, the Administrative Agent, and the Independent Engineer and (y), provided that the conditions set forth in clause (x) have been satisfied, be paid by Owner to Contractor in accordance with the following schedule: (a) for the first Five Million U.S. Dollars (U.S.\$5,000,000) of the builder's risk proceeds received by the Collateral Agent (or escrow agent) for the Liquefaction Facility, Owner shall have five (5) Business Days after the Collateral Agent's (or escrow agent's) receipt of such proceeds to pay Contractor; (b) for the Forty Million U.S. Dollars (U.S.\$40,000,000) in builder's risk proceeds received by the Collateral Agent (or escrow agent) for the Liquefaction Facility in excess of the amounts referred to in clause (a) above, Owner shall have fifteen (15) Business Days after the Collateral Agent's (or escrow agent's) receipt of such proceeds to pay Contractor; and (c) and for any builder's risk proceeds received by the Collateral Agent (or escrow agent) in excess of the amounts referred to in clause (b), Owner shall have thirty (30) Business Days after the Collateral Agent's (or escrow agent's) receipt of such



proceeds to pay Contractor. Notwithstanding the foregoing, under no circumstances shall Owner be required to pay any builder's risk insurance proceeds to Contractor if Owner or Lender elects not to repair or rebuild the Liquefaction Facility, except to the extent Contractor has incurred costs in excess of the Ten Million U.S. Dollars (U.S.\$10,000,000) of the builder's risk proceeds paid directly to Contractor for safety, protection and salvage for the Liquefaction Facility. For the avoidance of doubt, if there is a delay in the approval of the restoration plan beyond the times specified in Section 1A.9(g)(ii)(y) (a), (b) or (c) through no fault of Contractor, and Contractor satisfies all other conditions in Section 1A.9(g)(ii) for the payment of builder's risk proceeds received by the Collateral Agent (or escrow agent), then Contractor shall be entitled to relief to the extent permitted under Section 6.2A.7 of the Agreement.

10. Builder's Risk Delayed Startup Insurance. Delayed startup coverage insuring Owner and Lender, as their interests may appear, covering the Owner's net revenue or gross margin lost as a result of any loss or damage insured by Section 1A.9 above resulting in a delay in Substantial Completion beyond the Target Substantial Completion Date in an amount to be determined by Owner and Lender but subject to commercial availability at a reasonable cost. Upon NTP, Contractor shall extend the builder's risk delayed startup insurance coverage under the Stage 1 EPC Agreement to this Agreement, insuring the Stage 1 Liquefaction Facility for the amount required under the Stage 1 EPC Agreement and extending the supplier's extension sublimit for delayed startup coverage under the Stage 1 EPC Agreement to this Agreement to this Agreement, insuring the Liquefaction Facility for a amount at least equal to the delayed startup insurance limit under the Stage 1 EPC Agreement. No later than ninety (90) Days after NTP, Contractor shall increase the limit of the builder's risk delayed startup insurance coverage to an amount to be determined by Owner and Lender's insurance advisor in consultation with Contractor and subject to commercial availability at a reasonable cost. This coverage shall be on an actual loss-sustained basis. Any proceeds from delay in startup insurance shall be payable solely to the Lender or its designee and shall not in any way reduce or relieve Contractor of any of its obligation or liabilities under the Agreement.

Such insurance shall (a) have a deductible of not greater than sixty (60) Days aggregate for all occurrences, except 90 days in the aggregate in the respect of Windstorms, during the builder's risk policy period, (b) include an interim payments clause allowing for the monthly payment of a claim pending final determination of the full claim amount, (c) cover loss sustained when access to the Site is prevented due to an insured peril at premises in the vicinity of the Site for a period not less than sixty (60) Days, (d) cover loss sustained due to the action of a public authority preventing access to the Site due to imminent or actual loss or destruction arising from an insured peril at premises in the vicinity of the Site for a period not less than sixty (60) Days, (e) insure loss caused by FLEXA named perils to

finished Equipment (including machinery) while awaiting shipment at the premises of a Subcontractor or Sub-subcontractor, (f) not contain any form of a coinsurance provision or include a waiver of such provision, (g) cover loss sustained due to the accidental interruption or failure, caused by an insured peril of supplies of electricity, gas, sewers, water or telecommunication up to the terminal point of the utility supplier with the Site for a period not less than sixty (60) Days, (h) covering delays resulting from any item of Construction Equipment whose loss or damage could result in a delay in Substantial Completion beyond the deductible period of the delayed startup insurance, and (i) an extension clause allowing the policy period to be extended up to six (6) months without modification to the terms and conditions (other than the deductible) of the policy and a pre-agreed premium.

11. <u>Marine Cargo Insurance</u>. Cargo insurance insuring Contractor, Owner and Lender, as their interests may appear, on a "warehouse" basis including land, air and marine transit insuring "all risks" of loss or damage on a C.I.F. basis plus ten percent (10%) from the time the goods are in the process of being loaded for transit until they are finally delivered to the Site including shipment deviation, delay, forced discharge, re-shipment and transshipment. Such insurance shall (a) include coverage for war, strikes, theft, pilferage, non-delivery, charges of general average sacrifice or contribution, salvage expenses, temporary storage in route, consolidation, repackaging, refused and returned shipments, debris removal, (b) contain a replacement by air extension clause, a 50/50 clause, a difference in conditions for C.I.F. shipments, an errors and omissions clause, an import duty clause and a non-vitiation clause (but subject to a paramount warranty for surveys of critical items), (c) include an insufficiency of packing clause, (d) provide coverage for sue and labor in an amount not less than \$1,000,000 and (e) insure for the replacement value of the largest single shipment on a C.I.F. basis plus ten percent (10%).

To meet the marine cargo insurance requirements under this <u>Attachment O</u>, Contractor shall, upon NTP, extend the marine cargo insurance coverage under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of <u>Attachment O</u> under the Stage 1 EPC Agreement, except that (unless expressly stated otherwise in this Section) any limits, sublimits, deductibles, payments or other values stated herein shall not be doubled or otherwise increased as a result of the extension of the marine cargo insurance to this Agreement.

The property damage proceeds under the marine cargo policy shall be paid as follows with respect to any one occurrence:

- (i) the first Ten Million U.S. Dollars (U.S.\$10,000,000) of amounts paid under the marine cargo insurance policy for property damage to the Liquefaction Facility shall be paid by the insurance carrier directly to Contractor, which shall be used by Contractor in connection with the repair, replacement or other necessary work in connection with the Liquefaction Facility; and
- (ii) any amounts in excess of Ten Million U.S. Dollars (U.S.\$10,000,000) for property damage to the Liquefaction Facility shall (x) be paid by the insurance

carrier directly to the Collateral Agent (or if there is no Collateral Agent, a mutually agreed upon escrow agent), and Owner shall pay such insurance proceeds to Contractor in accordance with Monthly Invoices submitted to Owner for the completion by Contractor of repairs, replacement and other necessary work in accordance with the restoration plan prepared by Contractor and approved by Owner, the Administrative Agent, and the Independent Engineer and (y), *provided that* the conditions set forth in clause (x) have been satisfied, be paid by Owner to Contractor in accordance with the following schedule: (a) for the first Five Million U.S. Dollars (U.S.\$5,000,000) of marine cargo proceeds received by the Collateral Agent (or escrow agent) for the Liquefaction Facility, Owner shall have five (5) Business Days after the Collateral Agent's (or escrow agent's) receipt of such proceeds to pay Contractor; (b) for the Forty Million U.S. Dollars (U.S.\$40,000,000) in marine cargo proceeds received by the Collateral Agent (or escrow agent) for the Liquefaction Facility in excess of the amounts referred to in clause (a) above, Owner shall have fifteen (15) Business Days after the Collateral Agent's (or escrow agent's) receipt of such proceeds to pay Contractor; and (c) and for any marine cargo proceeds received by the Collateral Agent (or escrow agent) in excess of the amounts referred to in clause (b), Owner shall have thirty (30) Business Days after the Collateral Agent's (or escrow agent's) receipt of such proceeds to pay Contractor. Notwithstanding the foregoing, under no circumstances shall Owner be required to pay any marine cargo insurance proceeds to Contractor if Owner or Lender elects not to repair or rebuild the Liquefaction Facility, except to the extent Contractor has incurred costs in excess of the Ten Million U.S. Dollars (U.S.\$10,000,000) of marine cargo proceeds paid directly to Contractor for safety, protection and salvage for the Liquefaction Facility. For the avoidance of doubt, if there is a delay in the approval of the restoration plan beyond the times specified in this Section 1A.11(ii)(y) (a), (b) or (c) through no fault of Contractor, and Contractor satisfies all other conditions in Section 1A.11(ii) for the payment of marine cargo proceeds received by the Collateral Agent (or escrow agent), then Contractor shall be entitled to relief to the extent permitted under Section 6.2A.7 of the Agreement.

12. <u>Marine Cargo Delayed Startup Insurance</u>. Delayed startup insurance insuring Owner and Lender, as their interests may appear, for the Owner's net revenue or gross margin lost due to a delay in achievement of Substantial Completion beyond the Target Substantial Completion Date arising out of an event insured by the marine cargo insurance. Such insurance shall (a) cover loss sustained due to blockage/closure of specified waterways, (b) include an interim payments clause allowing for the monthly payment of a claim pending final determination of the full claim amount and (c) cover delay caused by loss, breakdown or damage to the hull, machinery or equipment of the vessel or aircraft on which the insured property is being transported, resulting in a delay in achievement of Substantial Completion beyond the applicable Target Substantial Completion Date in an amount to be determined by Owner and Lender but subject to commercial availability at a reasonable cost. Prior to

the shipment of any Equipment under this Agreement but in any event no later than ninety (90) Days after NTP, Contractor shall extend the marine cargo delayed startup insurance coverage under the Stage 1 EPC Agreement to this Agreement, insuring the Liquefaction Facility for an amount to be determined by Owner and Lender's insurance advisor in consultation with Contractor and subject to commercial availability at a reasonable cost. Such insurance shall have a deductible of not greater than sixty (60) Days aggregate for all occurrences during the policy period. Any proceeds from delay in startup insurance shall be payable solely to Lender or its designee and shall not in any way reduce or relieve Contractor of any of its obligation or liabilities under the Agreement.

13. <u>Marine General Liability Insurance</u>. Marine general liability insurance against claims for bodily injury, property damage, including Marine Contractual Liability, Sudden and Accidental Pollution, and if applicable Tankerman's liability, Marine Terminal Operators Liability, and Charter's liability, with a U.S.\$100,000,000 limit per occurrence provided that the policy aggregates, if any, shall apply separately to claims occurring with respect to the Liquefaction Facility. A maximum deductible or self-insured retention of U.S.\$25,000 per occurrence shall be allowed.

To meet the foregoing construction equipment floater, Contractor shall, upon NTP, extend the construction equipment floater under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of <u>Attachment O</u> under the Stage 1 EPC Agreement.

14. <u>Contractors Pollution Liability Insurance</u>. Contractors pollution liability insurance in an amount of U.S.\$25,000,000 per occurrence and in the aggregate insuring Contractors liability for (a) cleanup on or off the Site for releases of pollutants, (b) Third Party liability (including bodily injury, property damage, natural resource damages, Third Party property loss of use/revenue, and cleanup) due to releases of pollutants, and (c) spills of transported pollutants. If the policy is Claims Made then the policy should include an extended two year reporting period for reporting incurred, but as yet undiscovered claims arising from the Liquefaction Facility. A maximum deductible or self-insured retention of U.S.\$250,000 per occurrence shall be allowed.

To meet the foregoing Contractors pollution liability insurance requirements, Contractor shall, upon NTP, extend the Contractors pollution liability insurance coverage under the Stage 1 EPC Agreement to this Agreement. Such extension shall meet the requirements of this <u>Attachment O</u> and shall not relieve Contractor of any of its responsibilities to meet the requirements of <u>Attachment O</u> under the Stage 1 EPC Agreement, except that the overall cumulative minimum limits for the Liquefaction Facility shall be as follows: U.S.\$25,000,000 per occurrence and in the aggregate.

B. <u>Time for Procuring and Maintaining Insurance</u>. Contractor shall maintain in full force and effect at all times (i) commencing from NTP (except as may otherwise be expressly stated in this <u>Attachment O</u>), and (ii) continuing through Substantial Completion and Owner taking care, custody, and control of Subproject 3, all coverages under this

<u>Attachment O</u> (except in the case of products and completed operations coverage under Section 1A.2 and 1A.4, which shall be maintained in full force and effect for a further period of five (5) years). For LNTP No 1, LNTP No. 2, and LNTP No. 3, if Owner issues such LNTP (as applicable), Contractor shall comply with the insurance requirements set forth therein. If the Parties execute a Change Order for any additional LNTP Work, the Parties will include in such Change Order agreed upon insurance coverages for such LNTP Work. For the avoidance of doubt, in the event a coverage is no longer in effect under the Stage 1 EPC Agreement because such coverage is no longer required, Contractor shall maintain such coverage as required under this Agreement and this <u>Attachment O</u>.

C. <u>Combination of Insurance Coverages</u>. Contractor may combine any one or more of the insurance coverages specified in Sections 1A.4, and 1A.7 into one (1) policy, *provided that* the coverage provided by such combined policy shall meet the requirements of Sections 1A.4, 1A.7 and 1A.13 and shall not provide less coverage than that which would have been provided had the insurances been procured separately under Sections 1A.4 and 1A.7. Contractor may also arrange separate/stand-alone policies of insurance for any of the insurances required to the extent it is economical to do so and still provides the required level of insurance. For example, it may be required to place pollution insurance on a stand-alone basis or some of the coverage for Windstorm risk may also need to be placed on a stand-alone basis.

D. <u>Insurance Companies</u>. All insurance required to be obtained by Contractor pursuant to this Agreement shall be from an insurer or insurers permitted to conduct business as required by Applicable Law and shall be rated with either an "A-: VIII" or better by Best's Insurance Guide Ratings or "A-" or better by Standard and Poor's or A3 or better by Moody's.

E. <u>Subcontractor's and Sub-subcontractor's Insurance Requirements</u>. Contractor shall ensure that each Subcontractor and Subsubcontractor shall either be covered by the insurance provided by Contractor pursuant to this Agreement, or by insurance procured by a Subcontractor or Sub-subcontractor. Should a Subcontractor or Sub-subcontractor be responsible for procuring its own insurance coverage, Contractor shall ensure that each such Subcontractor or Sub-subcontractor shall procure and maintain insurance to the full extent required of Contractor under this Agreement and shall be required to comply with all of the requirements imposed on Contractor with respect to such Contractor-provided insurance on the same terms as Contractor, except that Contractor shall have the sole responsibility for determining the limits of coverage required to be obtained by such Subcontractors or Sub-subcontractors in accordance with reasonably prudent business practices. Subject to Section 7.1C and <u>Attachment EE</u> of this Agreement, all such insurance shall be provided for at the sole cost of Contractor or its Subcontractors or Sub-subcontractors. Failure of Subcontractors or Sub-subcontractors to procure and maintain such insurance coverage shall not relieve Contractor of its responsibilities under the Agreement.

F. Named and Additional Insured.

1. The following insurance policies provided by Contractor shall include Owner Group as Additional Insureds: employer's liability, commercial automobile, aircraft liability, hull and machinery, and protection and indemnity insurance.

2. The following insurance policies provided by Contractor shall include Owner Group as Named Insureds: commercial general liability, umbrella or excess liability, builder's risk, builder's risk delayed startup, marine cargo, marine cargo delayed startup and marine terminal liability operations, pollution liability and marine general liability insurance. The following insurance policies provided by Contractor shall include ConocoPhillips Company as an additional insured to the extent of ConocoPhillips Company's indemnity obligations under the ConocoPhillips License Agreement: commercial general liability and umbrella or excess liability.

G. Waiver of Subrogation and Waiver of Claims.

1. All policies of insurance provided by Contractor or any of its Subcontractors or Sub-subcontractors pursuant to this Agreement shall include clauses providing that each underwriter shall waive its rights of recovery, under subrogation or otherwise, against Owner Group. The commercial general liability and umbrella or excess liability policies provided by Contractor pursuant to this Agreement shall include clauses providing that each underwriter shall waive its rights of recovery, under subrogation or otherwise, against ConocoPhillips Company.

2. Contractor waives any and all claims, damages, losses, costs, and expenses against Owner Group to the extent such claims, damages, losses, costs and expenses have already been paid by the insurance procured by Contractor pursuant to the Agreement.

H. <u>Contractor's Insurance is Primary</u>. The insurance policies of Contractor and its Subcontractors and Sub-subcontractors shall state that such coverage is primary and non-contributory to any other insurance or self-insurance available to or provided by the Owner Group.

I. <u>Severability</u>. All policies (other than in respect to worker's compensation insurance) shall insure the interests of the Owner Group regardless of any breach or violation by Contractor or any other Party of warranties, declarations or conditions contained in such policies, any action or inaction of Owner or others, or any foreclosure relating to the Liquefaction Facility or any change in ownership of all or any portion of the Liquefaction Facility.

J. <u>Copy of Policy</u>. At Owner's request, Contractor shall promptly provide Owner certified copies of each of the insurance policies of Contractor, or if the policies have not yet been received by Contractor, then with binders of insurance, duly executed by the insurance agent, broker or underwriter fully describing the insurance coverages effected.

K. <u>Limitation of Liability</u>. Types and limits of insurance shall not in any way limit any of Contractor's obligations, responsibilities or liabilities under this Agreement.

L. Jurisdiction. All insurance policies shall include coverage for jurisdiction within the United States of America or other applicable jurisdiction.

M. <u>Miscellaneous</u>. Contractor and its Subcontractors and Sub-subcontractors shall do nothing to void or make voidable any of the insurance policies purchased and maintained by

Contractor or its Subcontractors or Sub-subcontractors hereunder. Contractor shall promptly give Owner and Lender notice in writing of the occurrence of any casualty, claim, event, circumstance, or occurrence that may give rise to a claim under an insurance policy hereunder and arising out of or relating to the performance of the Work. In addition, Contractor shall ensure that Owner is kept fully informed of any subsequent action and developments concerning the same, and assist in the investigation of any such casualty, claim, event, circumstance or occurrence.

N. <u>Instructions for Certificate of Insurance</u>. Contractor's certificate of insurance form, completed by Contractor's insurance agent, broker or underwriter, shall reflect all of the insurance required by Contractor, the recognition of additional insured status, waivers of subrogation, and primary/non-contributory insurance requirements contained in this <u>Attachment O</u> and elsewhere in this Agreement.

O. <u>Certificate of Insurance Requirements</u>. Prior to the commencement of any Work under this Agreement and in accordance with Section 1B of this <u>Attachment O</u>, Contractor shall deliver to Owner certificates of insurance reflecting all of the insurance required of Contractor under this Agreement. All certificates of insurance and associated notices and correspondence concerning such insurance shall be addressed to the contact information listed in the Agreement for notices, plus the following: Corpus Christi Liquefaction, LLC, 700 Milam Street, Suite 1900, Houston, Texas 77002, Facsimile: ***, Attn: ***.

In addition, each such certificate of insurance for employer's liability, commercial automobile liability, aircraft, hull and machinery, and protection and indemnity insurance shall include the following language:

"Additional Insured: Corpus Christi Liquefaction, LLC, Lender and each of their respective subsidiaries, affiliates, partners, co-venturers, agents, officers, directors and employees named as Additional Insureds on employer's liability, commercial liability, aircraft, hull and machinery, and protection and indemnity insurance. The coverage afforded the Additional Insured under these policies shall be primary insurance. If the Additional Insured has other insurance which is applicable to a loss or claim, such other insurance shall be on an excess or contingent basis."

"Waiver of Subrogation in favor of Additional Insureds as respects all policies required hereunder."

In addition, each such certificate of insurance for commercial general liability, umbrella or excess liability, builder's risk, builder's risk delayed start up, marine cargo, marine cargo delayed start up, marine general liability and pollution liability insurance shall include the following language:

"Named Insured: Corpus Christi Liquefaction, LLC, Lender and each of their respective subsidiaries, affiliates, partners, co-venturers, agents, officers, directors and employees as Named Insureds on commercial general liability, umbrella or excess liability, builder's risk, builder's risk delayed start up, marine cargo, marine cargo delayed start up, pollution liability and marine general liability insurance. The coverage afforded the Named Insured under

these policies shall be primary insurance. If the Named Insured has other insurance which is applicable to a loss or claim, such other insurance shall be on an excess or contingent basis."

"Waiver of Subrogation in favor of Named Insureds as respects all policies required hereunder."

P. <u>Acceptable Policy Terms and Conditions</u>: All policies of insurance required to be maintained by Contractor shall be written on reasonable and customary policy forms with conditions and exclusions consistent with insurance written for facilities of similar size and scope as the combined Stage 1 and Stage 2 Liquefaction Facilities.

Q. <u>Deductibles</u>. Contractor and Owner shall bear the cost of deductibles under the insurance provided by Contractor pursuant to this <u>Attachment O</u> in accordance with the allocation of risk found elsewhere in this Agreement; provided, however, with respect to a loss covered by the builder's risk insurance policy or would have been covered but for the existence of the deductible for a Windstorm event, Owner shall be responsible for that portion of the deductible greater than U.S.\$2,000,000 but less than U.S.\$7,500,000 with respect to the Liquefaction Facility.

2. <u>Policy Cancellation and Change</u>: All policies of insurance required to be maintained pursuant to this <u>Attachment O</u> shall be endorsed so that if at any time they are canceled, or their coverage is reduced (by any party including the insured) so as to affect the interests of Owner or Lender, such cancellation or reduction shall not be effective as to Owner or Lender for sixty (60) Days after receipt by Owner and Lender of written notice from such insurer of such cancellation or reduction, *provided that* (i) cancellation or reduction for marine cargo war risk shall not be effective for seven (7) Days after receipt by Owner and Lender of written notice from such insurer of such cancellation or reduction shall not be effective for ten (10) Days after receipt by Owner and Lender of written notice from such insurer of such cancellation or reduction.

3. <u>Reports</u>: Contractor will advise Owner and Lender in writing promptly of (1) any material changes in the coverage or limits provided under any policy required by this <u>Attachment O</u> and (2) any default in the payment of any premium and of any other act or omission on the part of Contractor which may invalidate or render unenforceable, in whole or in part, any insurance being maintained by the Contractor pursuant to this <u>Attachment O</u>.

4. <u>Control of Loss</u>: If commercially feasible, all policies of insurance required to be maintained pursuant to this <u>Attachment O</u>, wherein more than one insurer provides the coverage on any single policy, shall have a clause (or a separate agreement among the insurers) wherein all insurers have agreed that the lead insurers shall have full settlement authority on behalf of the other insurers.

5. <u>Loss Survey</u>: All policies of insurance required to be maintained pursuant to this <u>Attachment O</u>, wherein more than one insurer provides the coverage on any single policy, shall have a clause (or a separate agreement among the insurers) wherein all insurers have agreed upon the employment of a single firm to survey and investigate all losses on behalf of the insurers.

6. <u>Miscellaneous Policy Provisions</u>: All insurance policies providing builder's risk, builder's risk delayed startup, marine cargo or marine cargo delayed startup (i) shall not include any annual or term aggregate limits of liability except as expressly stated in this <u>Attachment</u> Q, (ii) shall not have any aggregate limits of liability apply separately with respect to the Subprojects, (iii) shall have aggregate limits for Windstorms and earth movement and (iv) if commercially feasible, shall not include a clause requiring the payment of additional premium to reinstate the limits after loss except for insurance covering the perils of Windstorms and earth movement.

7. <u>Lender Requirements</u>: Contractor agrees to cooperate with Owner and as to any changes in or additions to the foregoing insurance provisions made necessary by requirements imposed by Lender (including additional insured status, notice of cancellation, certificates of insurance), *provided that* any resulting costs of increased coverage shall be reimbursable by Owner and provided further that no such requirements shall materially adversely affect Contractor's risk exposure. All policies of insurance required to be maintained pursuant to this <u>Attachment O</u> shall contain terms and conditions reasonably acceptable to Owner after consultation with Lender.

8. <u>No Limitation of Requirements in Stage 1 EPC Agreement:</u> Nothing in this <u>Attachment O</u> shall be construed to limit the requirements or obligations of Contractor under the Stage 1 EPC Agreement, including the waivers of subrogation and waivers of claims contained in <u>Attachment O</u> to the Stage 1 EPC Agreement.

ATTACHMENT P

CONTRACTOR PERMITS FOR STAGE 2

Contractor shall be responsible for obtaining all of the following Permits and any and all other Permits not listed below but required for the performance of the Work, except for the Owner Permits set forth in <u>Attachment Q</u>.

-	REGULATORY REFERENCE	RESPONSIBLE AGENCY	REGULATED ACTIVITY	TECHNICAL INFORMATION NEEDED FOR APPLICATION	DATE REQUIRED	COMMENTS
Proposed Construction or Alteration -	7460-1; §77.13 Construction or	Federal Aviation Administration	equipment or structures rising	equipment or structures 200 ft.	30 Days prior to equipment erection.	
frequency use	Communications	Federal Communications Commission	and other wireless transmitting devices.	Frequencies to be used; base transmission equipment and repeater tower locations.	Prior to equipment use on Site.	

PERMIT OR APPROVAL	REGULATORY REFERENCE	RESPONSIBLE AGENCY	REGULATED ACTIVITY	TECHNICAL INFORMATION NEEDED FOR APPLICATION	DATE REQUIRED	COMMENTS
Notification of Waste Activity - Construction	Texas Administrative Code TITLE 30 ENVIRONMENTAL QUALITY PART 1 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY CHAPTER 330 MUNICIPAL SOLID WASTE	Texas Commission on Environmental Quality	Waste generation, management, transportation, recycling, and disposal	Location and description of waste generating activities. Owner waste ID number is required.	0	
Industrial Solid Waste Notice of Registration	Texas Administrative Code TITLE 30 ENVIRONMENTAL QUALITY PART 1 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY CHAPTER 335 INDUSTRIAL SOLID WASTE AND MUNICIPAL HAZARDOUS WASTE	Texas Commission on Environmental Quality	Hazardous waste generation, management, transportation, recycling, and disposal	Location and description of waste generating activities. Owner waste ID number is required.	30 Days prior to Site activities which will generate wastes.	
Over- dimension / overweight loads	TRANSPORTATION CODE TITLE 7. VEHICLES AND TRAFFICSUBTITLE E. VEHICLE SIZE AND WEIGHTCHAPTER 621. GENERAL PROVISIONS RELATING TO VEHICLE SIZE AND WEIGHT	Texas Department of Motor Vehicles	Transportation of over- dimension or over-weight loads.	Size and dimension of load; route to be followed.	Prior to transportation activities.	

	REGULATORY REFERENCE	RESPONSIBLE AGENCY	REGULATED ACTIVITY	TECHNICAL INFORMATION NEEDED FOR APPLICATION	DATE REQUIRED	COMMENTS
Radioactive Material License - NDE	25 TAC §289.202; Standards for Protection Against Radiation from Radioactive Materials	Texas Department of State Health Services - Radiation Control Program	Use of radioactive isotopes for NDE. Installation of radioactive isotopes for instruments, gauges or other controls.	Type and quantity of the isotopes to be used. Protective actions to be taken to reduce impact to personnel and public from radiation.	Prior to the use of radioactive isotopes.	
Development Permit (Temporary Facilities only)		San Patricio County	Installation of trailers; warehouses; or other occupied structures.	Size and location of development.	Prior to construction of temporary facilities, in consultation with county building officials.	

PERMIT OR APPROVAL	REGULATORY REFERENCE	RESPONSIBLE AGENCY	REGULATED ACTIVITY	TECHNICAL INFORMATION NEEDED FOR APPLICATION	DATE REQUIRED	COMMENTS
Building Permit - Temporary Facilities		San Patricio County	Installation of temporary buildings.	Architectural details of buildings, materials of construction, life-safety designs, egress, lighting, expected occupancy.	Prior to construction of temporary buildings; in consultation with county building officials.	
Water connection permit for temporary construction facilities		San Patricio County	Connection to public water supply.	Location of connection; quantity of water required; details of piping and appurtenances to prevent contamination of public water supply.	Prior to connection to public water system.	
Traffic control on public roads		Texas Department of Public Safety; County Sheriff; Municipal Police	Use of traffic control devices; signage; or personnel on public roads.	Location and type of traffic controls to be implemented.	Prior to need.	

ATTACHMENT Q

OWNER PERMITS FOR STAGE 2

Owner shall obtain the Owner Permits listed below.

PERMIT OR APPROVAL	REGULATORY REFERENCE	RESPONSIBLE AGENCY	REGULATED ACTIVITY	TECHNICAL INFORMATION NEEDED FOR APPLICATION	DATE REQUIRED	COMMENTS
Notice of Proposed Construction or Alteration - FAA Form 7460-1	14 CFR Part 77	Federal Aviation Administration (FAA)	Construction or use of obstructions, including cranes, in navigable airspace	Evaluation/Airport Airspace Analysis (OE/AAA) is required if the Liquefaction Facility will have structures greater than 200 feet or is within 20,000 feet from an airport meeting certain obstruction requirements. (see Section 77.13(a)) Locations and dimensions of any other significant structures.		Submitted: 07/17/12 Received: 01/29/13
Natural Gas Act (NGA) Section 3 Application	15 U.S.C. § 717b (2006), and Parts 153 and 380 of the FERC's regulations, 18 C.F.R. Parts 153 and 380 (2012)	Federal Energy Regulatory Commission (FERC)	LNG Terminal	Environmental Resource Reports 1-13 submitted with FERC Application and subsequent environmental info requests.	NTP	Submitted: 08/31/12 Received: 12/30/14
NGA Section 7(c) Application	15 U.S.C. § 717f(c) (2006), and Parts 157, 284, and 380 of the FERC's regulations, 18 C.F.R. Parts 157, 284, and 380 (2012)	FERC	Pipeline	Environmental Resource Reports 1-13 submitted with FERC Application and subsequent environmental info requests.	NTP	Submitted: 08/31/12 Received: 12/30/14

PERMIT OR APPROVAL	REGULATORY REFERENCE	RESPONSIBLE AGENCY	REGULATED ACTIVITY	TECHNICAL INFORMATION NEEDED FOR APPLICATION	DATE REQUIRED	COMMENTS
Section 10/404 Impacts to Waters of the U.S. (including wetlands)	33 CFR 320 to 330	U.S. Army Corps of Engineers (USACOE)	Construction activities in lakes, streams, wetlands	Amendment to permit for liquefaction and pipeline facilities.	NTP or as specified in FERC Authorization	Submitted: 08/31/12 Received: 07/23/14
Essential Fish Habitat	Magnuson/Stevens Act	NOAA Fisheries	Construction in marine environment	Consultation	NTP or as specified in FERC Authorization	Submitted: 01/12/12 Received: 07/23/14 in association with USACE Permit
Federal Endangered Species Consultation	Section 7 of the Endangered Species Act (ESA)	NOAA Fisheries	Impacts to marine listed threatened and endangered species	Consultation	NTP or as specified in FERC Authorization	Submitted: 01/12/12 Received: 10/29/12
Federal Endangered Species Consultation	Section 7 of the Endangered Species Act (ESA)	U.S. Fish and Wildlife Service	Impacts to terrestrial listed threatened and endangered species	Consultation	NTP or as specified in FERC Authorization	Submitted: 01/12/12 Received: 09/06/13
Navigation and Marine Safety issues associated with the LNG terminal ship traffic	33 CFR 7.007	U.S. Coast Guard	Navigation and Marine Safety issues associated with the LNG terminal ship traffic	 Letter of Intent Waterway Suitability Assessment 	NTP or as specified in FERC Authorization	Letter of Intent submitted on 12/13/11. WSA submitted on 08/30/12, addendum submitted 01/28/13. USCG; Letter of Recommendation received on 03/21/13.

PERMIT OR APPROVAL	REGULATORY REFERENCE	RESPONSIBLE AGENCY		TECHNICAL INFORMATION NEEDED FOR APPLICATION	DATE REQUIRED	COMMENTS
Authorization to Export LNG to FTA nations	Section 3 of the Natural Gas Act and Part 590 of the Department of Energy's regulations	U.S. Dept. of Energy	Long-term multi- contract authorization to export LNG by vessel to free trade agreement nations.	Application	NTP	Submitted: 08/31/12 Received: 10/16/12
Authorization to Export LNG to non- FTA nations	Section 3 of the Natural Gas Act and Part 590 of the Department of Energy's regulations	U.S. Dept. of Energy	Long-term multi- contract authorization to export LNG by vessel to non-free trade agreement nations.	Application	NTP	Submitted: 08/31/12 Received: 05/12/15
Prevention of Significant Deterioration (PSD) Permit	40 CFR Parts 50-99; 30 TAC 100-122	Texas Commission on Environmental Quality (TCEQ)	Construction of major source of air emissions — CCL Terminal	 Air pollution emissions and control equipment data Locations and dimensions of major structures Air quality impact modeling BACT determinations 	NTP or as specified in FERC Authorization	Submitted: 08/31/12 Received: 09/16/14
Title V Operating Permit	40 CFR Part 70; 30 TAC 122	TCEQ	Operation of major source of air emissions — CCL Terminal		NTP or as specified in FERC Authorization	Submitted: 11/06/12 Received: 07/29/15

PERMIT OR APPROVAL	REGULATORY REFERENCE	RESPONSIBLE AGENCY	REGULATED ACTIVITY	TECHNICAL INFORMATION NEEDED FOR APPLICATION	DATE REQUIRED	COMMENTS
Spill Prevention, Control and Countermeasure Plan (SPCC) for Operating Facility	40 CFR Part 112	EPA	Onsite storage of oil in quantities greater than threshold amounts	 Oil storage inventory including maximum capacity Description of measures to prevent an oil spill Description of how personnel will respond to an oil spill 	Prior to RFSU	This is not a permit, but rather an operating plan that must be updated prior to operating the Liquefaction Facility.
RCRA Small Quantity Hazardous Waste Generator Identification Number	16 TAC 3.98	Railroad Commission of Texas (RRC)/EPA	Onsite generation of hazardous waste in quantities greater than threshold amounts	Expected hazardous waste accumulation	NTP or as specified in FERC Authorization	Submitted: 03/11/15 Received: 05/06/15
Coastal Zone Consistency Determination / Water Quality Certification under Section 401	31 TAC Part 16	RRC	Triggered by application for a USACOE Section 404 Permit	Submitted as a part of the USACE 404 Application	NTP or as specified in FERC Authorization	Submitted: 08/31/12 Received: 11/14/13
NPDES Permit Application - Waste Water	Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987	U.S. Environmental Protection Agency (EPA)	Discharge of RO Reject Water, STP Waste Water, & IAC Water	Expected flows and characteristics	Must receive prior to operation and water discharge.	Submitted: 02/28/13 Received: 01/28/14 Amendment Submitted: 10/26/16
NPDES Stormwater Construction Permit for CCL Terminal	Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987	EPA	Storm water runoff	NA	NA	Facility is exempt from construction stormwater permit requirements

PERMIT OR APPROVAL	REGULATORY REFERENCE	RESPONSIBLE AGENCY	REGULATED ACTIVITY	TECHNICAL INFORMATION NEEDED FOR APPLICATION	DATE REQUIRED	COMMENTS
NPDES Discharge Permit for Hydrostatic Test Water Discharge	Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987	EPA	Hydrostatic Test Water Discharge from LNG Tanks, facility piping, and ancillary tanks	Application	Must receive prior to water discharge	Submitted: 11/26/13 Received: 07/01/14 Amendment Submitted: 05/05/17
NPDES Storm Water Construction Permit Notice of Termination	Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987	EPA	Storm water runoff	NA		Facility is exempt from construction stormwater permit requirements
State threatened and endangered species clearance	NEPA/FERC	Texas Parks and Wildlife Department (TPWD)	Assessment of site habitation by listed (threatened or endangered) species	Consultation	NTP or as specified in FERC Authorization	Submitted: 01/13/12 Received: 08/22/12
Historic Preservation Approval	Section 106 of the National Historic Preservation Act of 1966	Texas Historical Commission	Federal oversight requires compliance with Section 106	 Phase I Survey Report Unanticipated Discoveries Plan 	NTP or as specified in FERC Authorization	Submitted: 01/13/12 Received: 08/15/12

	 	REGULATED	TECHNICAL INFORMATION NEEDED FOR APPLICATION	DATE REQUIRED	COMMENTS
Letter Order Authorizing Start-up of Liquefaction Train	U.S. Federal Energy Regulatory Commission (FERC)		Environmental Resource Reports 1-13 submitted with FERC Application and subsequent environmental info requests.	Prior to Start-up	
FERC Authorization, including compliance with Issued Conditions	U.S. Federal Energy Regulatory Commission (FERC)		conditions requiring	CCL to identify actions and timeline for response support	

ATTACHMENT R

STAGE 2 FORM OF IRREVOCABLE, STANDBY LETTER OF CREDIT

[to be issued on letterhead of Issuing Bank]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ DATE: [] AMOUNT OF: U.S.\$ []

BENEFICIARY:

APPLICANT AND ACCOUNT PARTY:

CORPUS CHRISTI LIQUEFACTION, LLC 700 MILAM, SUITE 1900 HOUSTON, TEXAS 77002 FACSIMILE: *** ATTN: *** BECHTEL OIL, GAS AND CHEMICALS, INC. 3000 POST OAK BOULEVARD HOUSTON, TEXAS 77056 FACSIMILE: *** ATTN: [___]

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ (THIS " *LETTER OF CREDIT*") IN FAVOR OF CORPUS CHRISTI LIQUEFACTION, LLC, AS BENEFICIARY, FOR AN INITIAL AMOUNT OF TWO HUNDRED THIRTY SIX MILLION U.S. DOLLARS (\$236,000,000) (THE "*STATED AMOUNT*") AT THE REQUEST AND FOR THE ACCOUNT OF BECHTEL OIL, GAS AND CHEMICALS, INC., AS APPLICANT.

WE ARE INFORMED THAT THIS LETTER OF CREDIT IS ISSUED ON BEHALF OF THE APPLICANT TO SUPPORT APPLICANT'S OBLIGATIONS UNDER THAT CERTAIN AMENDED AND RESTATED FIXED PRICE SEPARATED TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE CORPUS CHRISTI STAGE 2 LIQUEFACTION FACILITY, DATED AS OF [, 20], BY AND BETWEEN APPLICANT AND BENEFICIARY (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "*AGREEMENT*").

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE BY PAYMENT AGAINST THE PRESENTATION OF YOUR DRAFT(S) DRAWN AT SIGHT ON **[INSERT ISSUING BANK'S NAME AND ADDRESS]** (THE *"ISSUING BANK"*) IN SUBSTANTIALLY THE FORM OF <u>ANNEX I</u> ATTACHED HERETO AND ACCOMPANIED BY A DRAWING CERTIFICATE DULY SIGNED IN SUBSTANTIALLY THE FORM OF <u>ANNEX II</u> OR <u>ANNEX VI</u> ATTACHED HERETO APPROPRIATELY COMPLETED. DOCUMENTS MUST BE PRESENTED TO ISSUING BANK IN ONE LOT.

PARTIAL DRAWINGS ARE PERMITTED. ALL BANKING CHARGES UNDER THIS LETTER OF CREDIT ARE FOR ACCOUNT OF THE APPLICANT.

THIS LETTER OF CREDIT IS TRANSFERABLE IN ITS ENTIRETY AND NOT IN PART, UPON NOTICE BY BENEFICIARY TO ISSUER, IN THE FORM OF <u>ANNEX III</u> ATTACHED HERETO APPROPRIATELY COMPLETED; PROVIDED, HOWEVER, THAT THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED TO ANY PERSON IF SUCH TRANSFER TO, OR DRAWING UNDER THIS LETTER OF CREDIT BY, SUCH PERSON WOULD BE PROHIBITED OR BLOCKED UNDER ANY U.S. EXECUTIVE ORDER, LAW OR ANY RULE OR REGULATION OF THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. TREASURY DEPARTMENT OR THE U.S. COMMERCE DEPARTMENT, AND ANY ATTEMPTED TRANSFER WHICH VIOLATES THIS PROVISION SHALL BE NULL AND VOID.

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THE STATED AMOUNT SHALL BE AUTOMATICALLY AND PERMANENTLY REDUCED BY THE AMOUNT OF ANY DRAWING RECEIVED BY BENEFICIARY PURSUANT TO THIS LETTER OF CREDIT [INSERT ENTIRE LETTER OF CREDIT REFERENCE, ALL NUMBERS AND LETTERS].

THE STATED AMOUNT OF THIS LETTER OF CREDIT SHALL DECREASE TO AN AGGREGATE AMOUNT OF NINETY FOUR MILLION FOUR HUNDRED THOUSAND U.S. DOLLARS (\$94,400,000) AFTER ISSUING BANK'S RECEIPT FROM BENEFICIARY OF WRITTEN NOTICE THAT (A) SUBSTANTIAL COMPLETION HAS OCCURRED, (B) CONTRACTOR HAS PAID ALL DELAY LIQUIDATED DAMAGES OWED, AND (C) CONTRACTOR HAS ACHIEVED THE PERFORMANCE GUARANTEE OR PAID ALL PERFORMANCE LIQUIDATED DAMAGES, WHICH SHALL BE IN SUBSTANTIALLY THE FORM OF <u>ANNEX IV</u> ATTACHED HERETO APPROPRIATELY COMPLETED.

THIS LETTER OF CREDIT SHALL EXPIRE ON [______, 20_] BUT SUCH EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF ONE YEAR ON [______, 20_], AND ON EACH SUCCESSIVE EXPIRATION DATE THEREAFTER, UNLESS (A) AT LEAST 90 CALENDAR DAYS BEFORE THE THEN CURRENT EXPIRATION DATE WE NOTIFY BOTH BENEFICIARY AND APPLICANT, BY CERTIFIED MAIL, AT THEIR RESPECTIVE ADDRESSES SET FORTH ABOVE, THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE THEN CURRENT EXPIRATION DATE, OR (B) BEFORE THE THEN CURRENT EXPIRATION DATE, BENEFICIARY PROVIDES WRITTEN NOTICE TO US IN SUBSTANTIALLY THE FORM OF <u>ANNEX V</u> (I) OF THE EXPIRATION OF THE "DEFECT CORRECTION PERIOD" (AS DEFINED IN THE AGREEMENT), OR (II) THAT THE AGREEMENT HAS OTHERWISE EXPIRED. IN THE EVENT BENEFICIARY IS SO NOTIFIED BY US PURSUANT TO CLAUSE (A) OF THE IMMEDIATELY PRECEDING SENTENCE, ANY UNUSED PORTION OF THIS LETTER OF CREDIT SHALL BE IMMEDIATELY AVAILABLE FOR PAYMENT TO BENEFICIARY UPON BENEFICIARY'S PRESENTMENT OF DRAFTS DRAWN AT SIGHT IN SUBSTANTIALLY THE FORM OF <u>ANNEX VI</u> ATTACHED HERETO APPROPRIATELY COMPLETED NO EARLIER THAN THIRTY (30) CALENDAR DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE.

IF WE RECEIVE YOUR DRAFT AND DRAWING CERTIFICATE IN FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT AT OR BEFORE 12:00 NOON NEW YORK TIME ON A BUSINESS DAY, WE WILL HONOR YOUR DEMAND FOR PAYMENT NO LATER THAN THE CLOSE OF BUSINESS ON THE NEXT FOLLOWING BUSINESS DAY. IF WE RECEIVE YOUR DRAFT AND DRAWING CERTIFICATE IN FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT AFTER 12:00 NOON NEW YORK TIME ON A BUSINESS DAY, WE WILL HONOR YOUR DEMAND FOR PAYMENT NO LATER THAN THE CLOSE OF BUSINESS ON THE SECOND BUSINESS DAY, WE WILL HONOR YOUR DEMAND FOR PAYMENT NO LATER THAN THE CLOSE OF BUSINESS ON THE SECOND BUSINESS DAY FOLLOWING SUCH RECEIPT. "*BUSINESS DAY*" MEANS ANY DAY OTHER THAN A SATURDAY, A SUNDAY OR ANY OTHER DAY COMMERCIAL BANKS IN THE UNITED STATES OF AMERICA ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

IF A DEMAND FOR PAYMENT MADE BY BENEFICIARY HEREUNDER DOES NOT, IN ANY INSTANCE, CONFORM TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, THE ISSUER SHALL GIVE BENEFICIARY AND APPLICANT PROMPT NOTICE THAT THE DEMAND FOR PAYMENT WAS NOT EFFECTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, STATING THE REASONS THEREFORE AND THAT THE ISSUER WILL HOLD ANY DOCUMENTS AT BENEFICIARY'S DISPOSAL OR UPON BENEFICIARY'S INSTRUCTIONS RETURN THE SAME TO BENEFICIARY. UPON BEING NOTIFIED THAT THE DEMAND FOR PAYMENT WAS NOT EFFECTED IN CONFORMITY WITH THIS LETTER OF CREDIT, BENEFICIARY MAY ATTEMPT TO CORRECT ANY SUCH NON-CONFORMING DEMAND FOR PAYMENT.

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WE WILL USE COMMERCIALLY REASONABLE EFFORTS TO PROMPTLY NOTIFY BENEFICIARY AND APPLICANT IF WE FILE A PETITION UNDER ANY BANKRUPTCY, INSOLVENCY, OR SIMILAR LAW OR IF WE HAVE AN INVOLUNTARY PETITION UNDER ANY BANKRUPTCY, INSOLVENCY, OR SIMILAR LAW FILED AGAINST US, AND SUCH PROCEEDING IS NOT DISMISSED OR STAYED ON OR BEFORE THE 60 TH COURT DAY AFTER ENTRY THEREOF; PROVIDED THAT TO THE EXTENT OF ANY TELEVISION PROGRAM, NEWSPAPER OR OTHER PUBLICATION PROVIDES ANY COVERAGE REGARDING ANY SUCH PETITION, WE SHALL BE DEEMED TO HAVE PROVIDED ANY NOTICES THAT ARE REQUIRED HEREIN. FOR THE WRITTEN NOTICE SPECIFIED IN PARAGRAPH 2 OF <u>ANNEX II</u>, THE CONTENTS OF SUCH NOTICE OR INVOICE, AS THE CASE MAY BE, SHALL NOT BE CONSIDERED AS A TERM OF DRAWING. THE ONLY PURPOSE FOR PRESENTATION OF SUCH NOTICE OR INVOICE IS TO NOTE THE DATE ON SUCH NOTICE OR INVOICE AND TO VERIFY THAT AT LEAST TEN (10) CALENDAR DAYS HAVE ELAPSED SINCE ISSUANCE OF THE NOTICE OR RECEIPT OF THE INVOICE.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("*ISP98*"), WHICH SHALL IN ALL RESPECTS BE DEEMED A PART HEREOF AS FULLY AS IF INCORPORATED IN FULL HEREIN, EXCEPT AS MODIFIED HEREBY. THIS LETTER OF CREDIT IS ALSO SUBJECT TO THE LAWS OF THE STATE OF NEW YORK AND SHALL, AS TO MATTERS NOT GOVERNED BY ISP98, BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNCITRAL CONVENTION ON INDEPENDENT GUARANTEES AND STANDBY LETTERS OF CREDIT DOES NOT APPLY TO THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT, OR AGREEMENT REFERRED TO HEREIN OTHER THAN ISP98.

[NAME OF ISSUING U.S. BANK]

BY:		
NAME:		
TITLE:		
BY:		
NAME:		
TITLE:		

<u>ANNEX I</u>

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER

DRAFT

_____, 20____

PAY AT SIGHT TO ORDER OF OURSELVES ______ AND ___/100 U.S. DOLLARS (U.S.\$_____). THIS DRAFT IS PRESENTED UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. ______ DATED _____, ISSUED FOR THE ACCOUNT OF BECHTEL OIL, GAS AND CHEMICALS, INC.

TO: [ISSUING BANK NAME] [ISSUING BANK ADDRESS]

CORPUS CHRISTI LIQUEFACTION, LLC

By:		
Name:		
Title:		

ANNEX II

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER

DRAWING CERTIFICATE

TO: [ISSUING BANK NAME] [ISSUING BANK ADDRESS]

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. FOR THE STAGE 2 EPC AGREEMENT

GENTLEMEN:

REFERENCE IS MADE TO THAT CERTAIN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ (THE "*LETTER OF CREDIT*") ISSUED BY YOU IN FAVOR OF CORPUS CHRISTI LIQUEFACTION, LLC ("*BENEFICIARY*").

IN ACCORDANCE WITH THAT CERTAIN AMENDED AND RESTATED FIXED PRICE SEPARATED TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE CORPUS CHRISTI STAGE 2 LIQUEFACTION FACILITY, DATED AS OF [_____, 20__] BY AND BETWEEN BENEFICIARY AND BECHTEL OIL, GAS AND CHEMICALS, INC. ("*APPLICANT*") (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "*AGREEMENT*"), THE UNDERSIGNED, AN OFFICER OF BENEFICIARY, DOES HEREBY CERTIFY THAT:

1. APPLICANT OWES BENEFICIARY LIQUIDATED DAMAGES IN ACCORDANCE WITH THE AGREEMENT, OR APPLICANT OWES BENEFICIARY ANY OTHER LIABILITIES, DAMAGES, LOSSES, COSTS OR EXPENSES ARISING OUT OF OR RELATING TO A BREACH OF ANY OBLIGATION UNDER THE AGREEMENT OR A DEFAULT OR OTHERWISE; AND

2. AT LEAST TEN (10) CALENDAR DAYS PRIOR TO THE DATE OF THIS CERTIFICATE, EITHER: (A) BENEFICIARY HAS PROVIDED WRITTEN NOTICE TO APPLICANT (A COPY OF WHICH IS ATTACHED) STATING BENEFICIARY'S INTENT TO DRAW AGAINST THE LETTER OF CREDIT AND THE AMOUNT TO BE DRAWN AND SPECIFYING THE GENERAL NATURE OF SUCH LIQUIDATED DAMAGES OR SUCH LIABILITIES, DAMAGES, LOSSES, COSTS OR EXPENSES OWED TO BENEFICIARY FOR SUCH BREACH OR SUCH DEFAULT OR OTHERWISE, OR (B) APPLICANT HAS RECEIVED FROM BENEFICIARY AN INVOICE (A COPY OF WHICH IS ATTACHED) FOR LIQUIDATED DAMAGES OWED TO BENEFICIARY IN ACCORDANCE WITH THE AGREEMENT AND APPLICANT HAS NOT PAID ALL OF SUCH INVOICED LIQUIDATED DAMAGES WITHIN TEN (10) DAYS OF RECEIPT OF SUCH INVOICE; AND

3. BENEFICIARY IS ENTITLED TO PAYMENT OF U.S.\$[_____].

YOU ARE REQUESTED TO REMIT PAYMENT OF THIS DRAWING IN IMMEDIATELY AVAILABLE FUNDS BY WIRE TRANSFER TO THE FOLLOWING ACCOUNT:

[ACCOUNT INFORMATION]

IN WITNES	S WHEREOF,	THE UNDERSIGNED	HAS EXECUTED	AND DELIVERED	THIS CERTIFICATE A	S OF THIS	DAY OF	,
20						_		

CORPUS CHRISTI LIQUEFACTION, LLC

BY:		
NAME:		
TITLE:		

ANNEX III

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER

FORM OF TRANSFER REQUEST FOR STAGE 2

DATE:

TO: [ISSUING BANK] [ISSUING BANK ADDRESS]

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ FOR STAGE 2

GENTLEMEN:

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:

NAME OF TRANSFEREE	
ADDRESS	

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT IN ITS ENTIRETY.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS AND WHETHER NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED TO DIRECT TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL OF SUCH LETTER OF CREDIT IS RETURNED HEREWITH, AND WE ASK YOU TO ENDORSE THE TRANSFER ON THE REVERSE HEREOF, AND FORWARD IT DIRECT TO THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER.

ENCLOSED IS REMITTANCE OF U.S.\$ [____] VIA CERTIFIED CHECK IN PAYMENT OF YOUR TRANSFER COMMISSION AND IN ADDITION THERETO WE AGREE TO PAY TO YOU ON DEMAND ANY EXPENSES WHICH MAY BE INCURRED BY YOU IN CONNECTION WITH THIS TRANSFER.

SINCERELY,

CORPUS CHRISTI LIQUEFACTION, LLC

AUTHORIZED NAME & TITLE

AUTHORIZED SIGNATURE

TELEPHONE NUMBER

THE ABOVE SIGNATURE, WITH TITLE AS STATED, CONFORMS WITH THAT ON FILE WITH US AND IS AUTHORIZED FOR EXECUTION OF SUCH INSTRUMENTS.

NAME & ADDRESS OF BANK _____

AUTHORIZED NAME & TITLE _____

AUTHORIZED SIGNATURE _____

TELEPHONE NO.

THIS FORM MUST BE EXECUTED IN DUPLICATE.

(a)	FOR BANK USE ONLY			
Confirmation	Confirmation of Authenticating Bank's signature performed by:			
Date:	Time: a.m./p.m.			
Addl Info.:				
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ANNEX IV

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER

FORM OF NOTICE OF SUBSTANTIAL COMPLETION FOR STAGE 2

DATE:

TO: [ISSUING BANK NAME] [ISSUING BANK ADDRESS]

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ FOR STAGE 2

GENTLEMEN:

REFERENCE IS MADE TO THAT CERTAIN IRREVOCABLE STANDBY LETTER OF CREDIT NO. ______(THE "*LETTER OF CREDIT*") ISSUED BY YOU IN FAVOR OF CORPUS CHRISTI LIQUEFACTION, LLC. ("*BENEFICIARY*"), AND THE AMENDED AND RESTATED FIXED PRICE SEPARATED TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE CORPUS CHRISTI STAGE 2 LIQUEFACTION FACILITY DATED AS OF [_____, 20__] BY AND BETWEEN BENEFICIARY AND BECHTEL OIL, GAS AND CHEMICALS, INC. (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME).

IN ACCORDANCE WITH THE TERMS OF THE LETTER OF CREDIT, BENEFICIARY HEREBY NOTIFIES YOU THAT (A) SUBSTANTIAL COMPLETION HAS OCCURRED, (B) CONTRACTOR HAS PAID ALL DELAY LIQUIDATED DAMAGES OWED, AND (C) CONTRACTOR HAS ACHIEVED THE PERFORMANCE GUARANTEE OR PAID ALL PERFORMANCE LIQUIDATED DAMAGES.

THE UNDERSIGNED HEREBY REQUESTS THAT THE STATED AMOUNT OF THIS LETTER OF CREDIT DECREASE TO AN AGGREGATE AMOUNT OF U.S. DOLLARS (\$[____]).

CORPUS CHRISTI LIQUEFACTION, LLC

By: Name:

ANNEX V

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER

FORM OF NOTICE FOR EXPIRATION OF DEFECT CORRECTION PERIOD OR EXPIRATION OF TERM OF AGREEMENT FOR STAGE 2

DATE:

TO: [ISSUING BANK NAME] [ISSUING BANK ADDRESS]

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ FOR STAGE 2

GENTLEMEN:

REFERENCE IS MADE TO THAT CERTAIN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ (THE " *LETTER OF CREDIT*") ISSUED BY YOU IN FAVOR OF CORPUS CHRISTI LIQUEFACTION, LLC. ("*BENEFICIARY*").

IN ACCORDANCE WITH THE TERMS OF THE LETTER OF CREDIT, BENEFICIARY HEREBY NOTIFIES YOU OF (A) THE EXPIRATION OF THE DEFECT CORRECTION PERIOD OR (B) THE EXPIRATION OF THE TERM OF THE AMENDED AND RESTATED FIXED PRICE SEPARATED TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE CORPUS CHRISTI STAGE 2 LIQUEFACTION FACILITY DATED AS OF [______, 20 __], BY AND BETWEEN BENEFICIARY AND BECHTEL OIL, GAS AND CHEMICALS, INC. (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME).

THE UNDERSIGNED HEREBY REQUESTS TERMINATION OF THIS LETTER OF CREDIT AND CONFIRMATION TO APPLICANT OF SAID TERMINATION.

THE LETTER OF CREDIT SHALL EXPIRE ON [____], 20[_].

CORPUS CHRISTI LIQUEFACTION, LLC

By:			
Name:			-
Title:			

ANNEX VI

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER

DRAWING CERTIFICATE FOR STAGE 2

, 20 TO: [ISSUING BANK NAME] [ISSUING BANK ADDRESS]

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ FOR STAGE 2

GENTLEMEN:

REFERENCE IS MADE TO THAT CERTAIN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ (THE " LETTER OF CREDIT") ISSUED BY YOU IN FAVOR OF CORPUS CHRISTI LIQUEFACTION, LLC ("BENEFICIARY").

IN ACCORDANCE WITH THAT CERTAIN AMENDED AND RESTATED FIXED PRICE SEPARATED TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE CORPUS CHRISTI STAGE 2 LIQUEFACTION FACILITY DATED AS OF [_____, 20___], BY AND BETWEEN BENEFICIARY AND BECHTEL OIL, GAS AND CHEMICALS, INC. (" *APPLICANT*") (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "*AGREEMENT*"), THE UNDERSIGNED, AN OFFICER OF BENEFICIARY, DOES HEREBY CERTIFY THAT:

1. BENEFICIARY HAS BEEN NOTIFIED THAT YOU HAVE DECIDED NOT TO EXTEND THE LETTER OF CREDIT BEYOND THE CURRENT EXPIRATION DATE;

2. APPLICANT HAS NOT DELIVERED TO BENEFICIARY A REPLACEMENT LETTER OF CREDIT SUBSTANTIALLY IDENTICAL TO THE LETTER OF CREDIT (I.E., IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____) FROM A COMMERCIAL BANK IN THE UNITED STATES OF AMERICA RATED AT LEAST A- BY STANDARD & POOR'S AND AT LEAST A3 BY MOODY'S INVESTORS SERVICES, AND THIRTY (30) OR LESS CALENDAR DAYS REMAIN BEFORE THE EXPIRATION OF THE CURRENT EXPIRATION DATE; AND

3. BENEFICIARY IS ENTITLED TO PAYMENT OF U.S.\$ [_____].

YOU ARE REQUESTED TO REMIT PAYMENT OF THIS DRAWING IN IMMEDIATELY AVAILABLE FUNDS BY WIRE TRANSFER TO THE FOLLOWING ACCOUNT:

[ACCOUNT INFORMATION]

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED AND DELIVERED THIS CERTIFICATE AS OF THIS _____ DAY OF _____, 20___.

CORPUS CHRISTI LIQUEFACTION, LLC

ATTACHMENT S

STAGE 2 PERFORMANCE TESTS AND COMMISSIONING TESTS

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1. INTRODUCTION

1.1 Purpose

The purpose of this document is to establish the testing philosophy and outline the minimum requirements for the Performance Tests and Commissioning Tests that Contractor must perform as part of the Work. This <u>Attachment S</u> specifies the minimum requirements for the Performance Test Procedures in Section 2 below and Commissioning Test Procedures in Section 3 below.



1.2 Definitions

In addition to other defined terms in the Agreement, the following capitalized terms have the meanings specified below.

"Commissioning Tests" means the tests performed (including any repetition thereof) during the commissioning phase, including those set forth in Section 3 of this <u>Attachment S</u>, to demonstrate that the applicable Equipment or system is ready for use to receive Natural Gas and produce LNG for Performance Tests.

"Commissioning Test Procedures" has the meaning set forth in Section 3.1 of this Attachment S.

"*Fuel Gas Consumption*" is defined as the sum of the readings of the flow measurement devices on the high pressure fuel gas systems to the gas turbine compressor drivers (23PK-2201) and the low pressure gas system (23PK-2202) in the LNG Train, multiplied by their respective heating values (HHV) as based on chromatographic analysis as described in paragraph 2.5 (below).

"LNG Production Rate Performance Test" has the meaning set forth in Section 2 of this Attachment S.

"Ship Loading Time" means the time actually required to load a specified volume of LNG into an LNG ship at the LNG berth.

2. PERFORMANCE TEST

2.1 General

The following sets forth general parameters for the Performance Test that Contractor must perform as part of the Scope of Work in order to determine whether the Minimum Acceptance Criteria ("*MAC*") and Performance Guarantee prescribed in <u>Attachment T</u> have been achieved. The Parties shall agree, in accordance with the provisions of Section 11.2 of the Agreement, upon detailed procedures for the Performance Test ("*Performance Test Procedures*").

2.2 Performance Test Reports

Contractor shall submit to Owner a report upon completion of each Performance Test that, at a minimum, complies with the requirements of Section 11.2 of the Agreement. Each such report shall include a copy of the Performance Test Procedures and a summary of the results. Each such report shall include an evaluation showing that the Performance Guarantee, Minimum Acceptance Criteria, Guarantee Conditions and other design limits have been met. In addition, Contractor shall issue a test completion certificate to Owner for signature upon completion of each of the Performance Tests; provided that, Owner's signature upon such certificate shall not constitute an acceptance of the Performance Test nor the results, shall not waive Owner's rights under the Agreement nor relieve Contractor of its obligations under the Agreement.

2.3 Purpose of LNG Production Rate Performance Test.

A Performance Test ("*LNG Production Rate Performance Test*") shall be conducted to determine whether the LNG Train has achieved the LNG Production Rate Performance Guarantee or the LNG Production Rate Minimum Acceptance Criteria specified in <u>Attachment T</u>. The LNG Production Rate Performance Test shall be conducted in accordance with the LNG Production Rate Guarantee Conditions specified in Section 2.4 and the Performance Test Procedures specified in Section 2.5 of this <u>Attachment S</u>.

2.4 LNG Production Rate Guarantee

Conditions.

The conditions upon which the LNG Production Rate Performance Guarantee and the LNG Production Rate MAC are based (" *LNG Production Rate Guarantee Conditions*") are as follows:

- At the pipeline battery limit, the composition of the Feed Gas will be within the range of feed gas compositions shown in Document no. 25889-100-3DR-V04F-00001 rev 002, "General Specification for Process Design Basis", paragraph 3.2. The pressure of the Feed Gas and temperature of the Feed Gas and flow availability of the Feed Gas will be within the Feed Gas design ranges specified in Document no. 25959-100-3BD-M04-00002 Rev 000, "Basis of Design (BOD) Summary," Table 1, item 2 "Upstream Facilities" (Rely Upon).
- 2. The refrigeration compressor gas turbine drivers shall deliver no more than their de-rated power. "De-rated power" is defined as the site available power minus the fouling and degradation deduction defined in Document no. 25959-100-3BD-M04-00002 Rev 000, "Basis of Design (BOD) Summary," Table 1, item 3.20. "Site available power" is defined as the gas turbine maximum power demonstrated at Site with the gas turbine in a new and clean condition, while operating within the maximum exhaust gas temperature limitation allowed by the applicable Equipment Subcontractor.
- 3. Each individual refrigeration service will be controlled so that the average gas turbine power (averaged over the Performance Test period) is within ***% to ***% of its average de-rated power.
- 4. During the continuous 72-hour period of the LNG Production Rate Performance Test, the following conditions must be met:
 - a. No flaring or venting is permitted other than minor emergency flaring, up to a maximum of one hour duration in the aggregate;
 - b. A ship is not being loaded;
 - c. The loading line is being maintained cold, with adequate recirculation;
 - d. The compressor power is limited as stated in this Section 2.4 above;

- e. No Natural Gas sourced from downstream of the LNG Train Feed Gas flow meter is being used for any use outside the envelope consisting of the Liquefaction Facility plus the LNG storage tanks and boiloff gas piping and equipment; and
- f. Inlet Air Chilling Unit will be operating as per design.
- 5. Fuel Gas Consumption for the LNG Train shall not exceed *** (***%) of the Feed Gas rate as measured by the LNG Train Feed Gas flow meter during the LNG Production Rate Performance Test.
- 6. The ambient air temperature averaged over the test period shall be within the range of "Design Minimum" and "Design Maximum" as specified in Document no. 25959-100-3BD-M04-00002 Rev 000, "Basis of Design (BOD) Summary," Table 2, item 8.1.
- 7. V-1701 operates cold with no reflux. V-1702 and V-1810 are not operating. Liquid from V-1701 bottoms is sent to V-1602.

2.5 Performance Test Procedures; Measurement and Calculation Methods.

The Performance Test Procedures for the LNG Production Rate Performance Test, including the measurement and calculation methods, shall be in accordance with the following general parameters, subject to change only by mutual agreement of the Owner and Contractor in accordance with Section 21.2 of the Agreement.

- 1. LNG production will be measured by the increase in the LNG in storage in MMbtu HHV as measured by the radar gauge for the applicable Tank(s) over a 72-hour continuous period. The LNG Tanks shall be strapped prior to commencement of the Performance Test.
- 2. The LNG composition will be measured by sampling the product rundown and conducting a gas chromatographic analysis in accordance with GPA 2261. The in-tank composition after final flash will be calculated from this analysis using measured rundown and LNG tank temperatures and pressures and simulations undertaken with Hyprotech Corporation's HYSYS, version 9.0 or higher, using the Peng Robinson/Lee Kesler physical properties package. The density of the LNG in the tanks will also be calculated from this composition using HYSYS. The Btu content of the LNG will be calculated from the composition using data in GPA 2145.
- 3. The Fuel Gas Consumption shall be calculated based on measurements from flow measurement devices of a mutually agreed type on the high and low pressure fuel gas systems and using the same chromatographic analysis methods and data described above. The flows will be corrected as appropriate for temperature and pressure differences from baseline calibration.
- 4. Ambient temperature will be measured using the weather station located at Corpus Christi International Airport.

- 5. Owner and Contractor shall confirm that the LNG Production Rate Guarantee Conditions: (i) have been satisfied prior to commencement of the LNG Production Rate Performance Test and (ii) continue to be satisfied during the conduct of the LNG Production Rate Performance Test. If, before or during the LNG Production Rate Performance Test, any deviation from the LNG Production Rate Guarantee Conditions occurs which is not caused by Contractor or its Subcontractors, then the Owner and Contractor shall meet to agree on (a) the technical viability of conducting the LNG Production Rate Performance Test and (b) any adjustments to the Performance Guarantee set forth in this <u>Attachment S</u> and <u>Attachment T</u>.
- 6. The Performance Guarantee and Minimum Acceptance Criteria specified in <u>Attachment S</u> and Fuel Gas Consumption requirement described in paragraph 2.4 above are based on the following conditions:
 - a) Ambient air temperature and wet bulb temperature are at "Design" condition as specified in Document no. 25959-100-3BD-M04-00002 Rev 000, "Basis of Design (BOD) Summary," Table 2, item 8.1;
 - b) Feed Gas supply pressure is at "Feed Gas Operating Pressure at Design Case" as specified in Bechtel document no. 25959-100-3BD-M04-00002 Rev 000, "Basis of Design (BOD) Summary," Table 1, item 2.2, at the tie-in point specified in the same document item 2.3;
 - c) Feed Gas supply temperature is at the "Average" condition as specified in Bechtel document no. 25959-100-3BD-M04-00002 Rev 000, "Basis of Design (BOD) Summary," Table 1, item 2.5.2;
 - d) Feed Gas composition is the "Design Case" composition as specified in Bechtel document no. 25889-100-3DR-V04F-00001 rev 002, "General Specification for Process Design Basis", paragraph 3.2;
 - e) V-1701 operates cold with no reflux. V-1702 and V-1810 are not operating. Liquid from V-1701 bottoms is sent to V-1602; and
 - f) IAC operates when Turbine Inlet Air Temperature is > 45°F.
- 7. If any of the conditions prevailing during the LNG Production Rate Performance Test are not in accordance with the conditions described in this <u>Attachment S</u>, Section 2.5, paragraphs 6a through 6f, then the Performance Guarantee and Minimum Acceptance Criteria described in <u>Attachment T</u>, and the Fuel Gas Consumption condition described in this <u>Attachment S</u> paragraph 2.5, paragraph 5, will be adjusted for such deviation(s) using the same process simulation model, software, thermodynamic data packages, methods, and principles used for the original design (i.e. Hyprotech Corporation's HYSYS, version 9.0 or higher, using the Peng Robinson/Lee Kesler physical properties package).

- 8. If the average gas turbine power measured over the test period deviates from the derated gas turbine power as specified in this <u>Attachment S</u> paragraph 2.4, paragraph 2, then the LNG Production Rate Test results will be adjusted proportionally to the ratio of derated gas turbine power to the average measured power upon mutual agreement of Owner and Contractor.
- 9. Inlet Air Chilling Unit will be operating as per design.

3. COMMISSIONING TESTS

3.1 Purpose of Tests

The Commissioning Tests are: (i) focused on individual Equipment or subsystems of Equipment; (ii) will be performed in accordance with the Project Commissioning Plan accepted by Owner in accordance with Section 4.4 of the Agreement; and (iii) will generally be done as soon as reasonably possible after the Equipment or subsystem of Equipment is put in operation and has shown performance suitable for testing. The Project Commissioning Plan shall specify the pre-commissioning and commissioning activities to be completed prior to the commencement of the Commissioning Tests and, at a minimum, include the Commissioning Tests specified below. The Project Commissioning Plan shall specify the scope, progression and sequence of these tests and whether the tests are dependent or independent of each other.

All Commissioning Tests must be completed in accordance with the Commissioning Test Procedures prior to commencing the Performance Tests; *provided that*, in the event Contractor is unable to complete a Commissioning Test and such inability will have no impact on the performance or results of Performance Tests, Owner may, at its sole discretion, defer completion of such Commissioning Test so long as the Commissioning Test is completed prior to Substantial Completion.

During the Commissioning Tests, all systems will be operated in accordance with the requirements of the operating procedures.

3.2 Liquefaction Facility

3.2.1 LNG Train Feed Gas Meter.

The inlet metering system for the LNG Train will be calibrated and tested per the calibration audit manuals for the metering skid, by others.

3.2.2 Plant

ESD/DPV.

These tests will be performed in accordance with the Functional Testing Procedures DPV, ESD.4, ESD.5, and ESD.6; shutdown devices will be checked for proper function prior to initial start-up of the system. These tests will verify that the Liquefaction Facility ESD, DPV systems provide emergency protection as designed. The test will include firstly, a Site Acceptance Test (SAT), for the Integrated Control and Safety System (ICSS). Secondly, a complete set of loop checks that include all systems will be completed as part of the test. Then finally, before introducing Natural Gas into the Equipment or system of Equipment for the first time, the DPV and ESD-4 will each be separately initiated by their control room push buttons and/or field push buttons.

3.2.3 Rated Case Demonstration (minimum *Ambient*).

A capacity evaluation test will be performed utilizing available power from the refrigerant turbines, and within the design limits of the Liquefaction Facility to validate as best as possible the assumptions around the minimum ambient rated case used to set the hydraulic limits of the Liquefaction Facility. The test results will be compared to the simulation case to evaluate margins to design limits and identify if any have been exceeded.

3.2.4 LNG Train Turndown

Test.

The purpose of this test is to confirm the stability of the Liquefaction Facility when the inlet feed rate into the Liquefaction Facility is ***% of the design case inlet feed rate.

3.2.5 LNG First Cargo.

The purpose of this measurement is to confirm that Subproject 3 has achieved LNG first cargo as measured in accordance with Section 2.5.1 of this <u>Attachment S</u>.

3.3 Unit 11 - LNG Train Inlet Feed Gas Metering

The Natural Gas flowing into the LNG Train is to be measured by flow meter 23FQI-11003. This flow meter is to be calibrated and tested per meter system vendor calibration audit manuals.

3.4 Unit 12 - Acid Gas Removal and Amine Regeneration

Feed Gas flow rate will be monitored to be within the limit of *** MMSCFD dry basis (*** Sm3/hr). The CO2 content and H2S content in the treated gas will be monitored to confirm it is within the following limits: *** ppmv maximum CO2 and < *** ppm maximum H2S. The regenerator reboiler duty will be monitored to be within limit of *** MMBTU/hr. The lean amine circulation rate through Acid Gas Absorber will be monitored to be within the limit of *** gpm (*** metric tonnes/hr).

3.4.1 Acid Gas

Removal.

The CO₂ acid gas removal system will be observed under normal operation when the LNG Train is running at a steady high capacity rate prior to the Performance Tests. Amine circulation and filter pressure drops will be observed. Amine solution will be sampled and checked for contaminants, solution strength, and acid gas loading (rich and lean).

3.4.2 Amine

Regeneration.

Conditions at the regenerator reboilers will be observed. Regenerator reflux will be observed. The overhead product and acid gas vent stream shall be spot sampled. Currents of each pump motor while under load will be recorded. All these parameters shall be checked to ensure the design intent is met. Demonstration of the switching of the acid gas stream from the H₂S removal Unit to the Thermal Oxidizer and back will also occur.

3.4.3 Hot Oil System.

Circulation and operation of the hot oil system will be checked against design parameters to verify functional compliance.

3.5 Unit 13 - Dehydration and Mercury Removal

3.5.1 Regeneration Gas Compressor.

This test will consist of verifying the manufacturer's performance curve for the design point. The compressor will be observed for safe operation for its normal operating envelope.

3.5.2 Molecular Sieve Driers Sequence Control Function

Test.

A full functional test will be observed twice; first just prior to startup for all three driers, and a second time during normal operation. The Molecular Sieve Dehydration system shall be operated to verify operation on the designated automatic schedule.

3.5.3 Molecular Sieve Driers Breakthrough Test

The goal of this test is to determine the actual water capacity of all three driers under a measured set of feed conditions. This test will measure the total weight of water fed to the drier until a measurable water "breakthrough" happens.

The driers will be on manual mode (no normal automatic switching sequence will be used). A hygrometer will be used at the inlet and outlet of the drier with a chart recorder to continuously record gas flow, temperature, pressure, inlet and outlet water content. The breakthrough test results will be compared to the cycle time used in the automatic sequence mode to ensure the compliance with the Specifications.

Online analyzers will also be tested and checked against lab results. Differential pressures across all liquefaction chillers to be recorded before and after breakthrough test.

3.6 ***

3.6.1 ***

3.6.2 ***

3.6.3 ***

3.7 ***

3.7.1 ***

3.7.2 ***

3.8 Unit 19 - Flare and Thermal Oxidation System

3.8.1 Main Flares.

This test is not required for the Stage 2 Liquefaction Facility.

3.8.2 Marine Flare

This test is not required for the Stage 2 Liquefaction Facility.

3.8.3 Thermal Oxidizer.

Operation of the thermal oxidizer will be checked, including analysis of exhaust gas streams.

3.9 Unit 21 - Gasoline and Diesel Storage

This test is not required for the Stage 2 Liquefaction Facility.

3.10 Unit 22 - Fuel Gas System

Fuel Gas System testing will be part of the overall Stage 2 Liquefaction Facility Performance Test.

3.11 Unit 23 - Condensate Storage and Loading

This test is not required for the Stage 2 Liquefaction Facility.

- 3.12 Unit 24 -Boil Off Gas Recycle Compressors, Pipeline Compressor & LNG Storage/Ship Loading
 - 3.12.1 Boil Off Gas Recycle Compressors.

This test is not required for the Stage 2 Liquefaction Facility.

3.12.2 LNG Loading Pumps.

This test will consist of verifying the manufacturer's performance curve for the design point. Pumps will be observed for safe operation at the minimum flow with acceptably low vibration. Operating amperage of each pump motor while under load at minimum flow to end of curve flow during the test will be recorded to ensure that actual currents do not exceed nameplate Full Load Amp (FLA) ratings.

3.12.3 Ship Loading Time Test.

This test shall be conducted to determine whether the Project has achieved the ship loading time performance specified in the Document no. 25959-100-3BD-M04-00002 Rev 000, "Basis of Design (BOD) Summary," Table 1, item 3.25. A minimum test period of 2 hours shall be required to verify 12,000 m3/hr. rate. The Ship Loading Time Test shall be conducted in accordance with the Ship Loading Time Conditions (specified below), the Project Commissioning Plan and the testing procedures specified below in this <u>Attachment S</u>.

The conditions upon which the Ship Loading Time Test are based ("Ship Loading Time Conditions") are as follows:

- 1. The elevation of the ship's manifold will be a minimum of 70 feet above the mean low water level;
- 2. The LNG Tanker will be capable of displacing vapor at a rate equal to the vapor produced at a pressure equal to or higher than that specified in Document no. 25959-100-3BD-M04-00002 Rev 000, "Basis of Design (BOD) Summary," Table 1, item 4.3 "hydraulic design basis" and a temperature equal or lower than that specified in Table 1, item 4.4 "process design basis" of the same document;
- 3. The pressure in the Tanks which are loading the LNG will be maintained at reasonably constant pressure during ship loading;
- Tank pressure control will be based on absolute pressure;
- 5. All of the vents on the Tank will be set so that they do not vent at a pressure of less than 3.15 PSIG;
- 6. The LNG Tanker will be at the east dock; and
- 7. Owner will select the LNG Tanks to be used.

The testing procedures for the Ship Loading Time Test, including the measurement and calculation methods, shall be in accordance with the following general parameters, subject to change only by mutual agreement of the Owner and Contractor in writing.

A. The quantity of LNG loaded onto the LNG Tanker shall be determined by measuring the rate of increase of LNG into the LNG Tanker.



B. Owner and Contractor shall confirm that the Ship Loading Time Conditions: (i) have been satisfied prior to commencement of the Ship Loading Time Test and (ii) continue to be satisfied during the conduct of the Ship Loading Time Test.

3.12.4 Pipeline

Compressor.

This test is not required for the Stage 2 Liquefaction Facility.

3.13 Unit 19 - H₂S Treatment Unit

The H2S treatment unit is to be operated and tested to achieve successful compliance with the unit Specifications. The sour gas inlet and the sweet gas outlet stream inlets shall be measured and recorded for flows, operating pressures, desired pressure drops and outlet H2S specification by sampling and laboratory analysis to verify successful treatment Specification compliance.

3.14 Unit 31 - Power Generation

3.14.1 Standby

Generator.

This test is not required for the Stage 2 Liquefaction Facility.

3.14.2 Electrical

Distribution.

This test will ensure that equipment, breakers, transformers, bus duct, and major cable runs operate within their rated capacity. Transfer of loads will also be tested along with demonstration of UPS performance against design. This test will also ensure that the logic of performance (i.e. automatic startup occurs providing power to essential boards feeding essential loads) is met as per project specifications.

3.15 Unit 33 - Fire Protection System

3.15.1 Firewater

Distribution.

The test will consist of demonstrating that the ring main associated with the LNG Train 3, LNG Tank B and the east berth delivers sufficient flow at the furthest points from the firewater tank and firewater pumps.

3.15.2 Fire and Gas Detection.

All detectors will be field function tested per vendor's procedures.

3.16 Unit 35 - Plant and Instrument Air

3.16.1 Air Compressor Package.

This test is not required for the Stage 2 Liquefaction Facility.

3.16.2 Air

Driers.

This test is not required for the Stage 2 Liquefaction Facility.

3.17 Unit 36 - Water Systems

3.17.1 Water Treatment Unit.

This test is not required for the Stage 2 Liquefaction Facility.

3.17.2 Service Water Unit.

This test is not required for the Stage 2 Liquefaction Facility.

3.18 Unit 40 - Control / Operations Building, Maintenance Building, Warehouse, Remote Operation Building and Guard House

This test is not required for the Stage 2 Liquefaction Facility.

3.19 Unit 39 - Nitrogen

System

This test is not required for the Stage 2 Liquefaction Facility.

3.20 Unit 57 - Turbine Inlet Air Chilling System

The Turbine Inlet Air Chilling System package will be observed under normal operation when the LNG Train is running at a comfortable high capacity prior to the Performance Tests. The test will be done to evaluate stability and controllability for the expected range of ambient air temperatures with the corresponding refrigeration gas turbine power checked to determine if the design intent is met.

ATTACHMENT T

STAGE 2 PERFORMANCE GUARANTEES, PERFORMANCE LIQUIDATED DAMAGES, MINIMUM ACCEPTANCE CRITERIA, AND DELAY LIQUIDATED DAMAGES

1. Definitions

In addition to other defined terms in the Agreement, the following capitalized terms have the meanings specified below:

"**Commissioning Period**" means the period commencing upon the first delivery of Feed Gas in accordance with Sections 4.8 and 11.1 of the Agreement continuing through achievement of RFSU, commissioning, Start Up, Performance Testing and achievement of Substantial Completion.

"LNG Train Feed Gas" is defined as the high heating value (HHV) as measured in MMbtu of the Natural Gas flowing into LNG Train 3 as measured by flow meter 23 FQI-11003 for LNG Train 3.

"LNG Production Rate" is defined as the high heating value (HHV) as measured in accordance with <u>Attachment S</u> in MMbtu of the net LNG in storage after the final flash from the process train into the LNG storage tanks and after other boil off losses due to heat leak into the storage tanks and the associated piping, including loading system piping which must be maintained cold.

2. Performance Guarantee

The Performance Guarantee for the LNG Production Rate is as follows:

- A. <u>LNG Production Rate Performance Guarantee</u>. LNG Train 3 shall have an LNG Production Rate equal to or greater than *** MMbtu HHV ("*LNG Production Rate Performance Guarantee*"), produced over a 72-hour continuous period using the Measurement and Calculation Methods specified in <u>Attachment S</u>; *provided that* the LNG Production Rate Performance Guarantee Conditions stipulated in <u>Attachment S</u> are met.
- B. If the applicable Guarantee Conditions stipulated in <u>Attachment S</u> for the above Performance Guarantee are not met during the applicable Performance Test, the Parties shall, with respect to the applicable Guarantee Conditions, take such actions as are specified in the Performance Test Procedures in <u>Attachment S</u>.

3. Minimum Acceptance Criteria

The Minimum Acceptance Criteria for the LNG Production Rate is as follows:

A. <u>LNG Production Rate MAC</u>. LNG Train 3 shall have an LNG Production Rate equal to or greater than *** MMbtu HHV ("*LNG Production Rate MAC*"), over a 72-hour continuous period using the Measurement and Calculation Methods specified in <u>Attachment S</u>; provided that the LNG Production Rate Performance Guarantee Conditions stipulated in <u>Attachment S</u> are met.

T-1

B. If the applicable Guarantee Conditions stipulated in <u>Attachment S</u> for the above Minimum Acceptance Criteria are not met during the applicable Performance Test, the Parties shall, with respect to the applicable Guarantee Conditions, take such actions as are specified in the Performance Test Procedures in <u>Attachment S</u>.

4. Delay Liquidated Damages for Subproject 3

If Substantial Completion of Subproject 3 occurs after the Guaranteed Substantial Completion Date for Subproject 3, Contractor shall pay to Owner amounts according to the following schedule for each Day, or portion thereof, of delay until Substantial Completion for Subproject 3 occurs:

- (i) *** through *** Days after Guaranteed Substantial Completion Date: *** U.S. Dollars (U.S.\$***) per Day; plus
- (ii) *** through *** Days after Guaranteed Substantial Completion Date: *** U.S. Dollars (U.S.\$***) per Day; plus
- (iii) *** Days after Guaranteed Substantial Completion Date and thereafter: *** U.S. Dollars (U.S.\$***) per Day;

provided, however, that if Substantial Completion of Subproject 3 occurs less than *** (***) Days after the Guaranteed Substantial Completion Date for Subproject 3, Contractor shall owe no Delay Liquidated Damages.

5. Performance Liquidated Damages

*** U.S. Dollars (U.S.\$***) for every *** (***%), rounded to the nearest *** (***%) of LNG Production Rate less than the LNG Production Rate Performance Guarantee ("*Performance Liquidated Damages*").

6. Priority.

In the event of a conflict or inconsistency between provisions contained within this <u>Attachment T</u> and provisions contained within <u>Attachment A</u>, the provisions within this <u>Attachment T</u> shall control.

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ATTACHMENT U

OWNER PROVIDED ITEMS AND RESPONSIBILITY FOR STAGE 2

1. Owner Supplied Data

The following data, information, and documents listed below shall be provided by Owner on or before the dates listed below. Refer to <u>Attachment A</u> and <u>Schedule A-2</u> for the data, information, and documents which are defined as "Rely Upon" items pursuant to Section 4.8 of the Agreement.

Description of Data/Information/Documents Provided	Date Provided or to be Provided
Authorization and a Notice to Proceed for Construction and Operation of a Liquefied Natural Gas Export Terminal Facilities pursuant to Section 3 of the Natural Gas Act with the Federal Energy Regulatory Commission (FERC), Docket No. CP12-507-000, dated April 6, 2015, and May 6, 2015, respectively.	Previously provided to Contractor
Final Environmental Impact Statement certificate from FERC.	Previously provided to Contractor
Metes and bounds description and survey in accordance with Section 4.6 of the Agreement.	At NTP or LNTP (for any LNTP Work where applicable)
Owner Supplied Permits listed in <u>Attachment Q</u> .	In accordance with the date specified under the "Date Required" column in <u>Attachment Q.</u>
Geotechnical Reports	Previously provided to Contractor through the issuance of Reference 3BD-M04-00001-000, 3.3
Landowner Agreements	See <u>Attachment Y</u> .

2. Owner Supplied Equipment, Items, and Services

The following equipment, components, and personnel shall be supplied by Owner on or before the dates listed below in accordance with <u>Attachment A</u>. Contractor shall provide reasonable support and assistance to the Owner in accordance with the Agreement (including, where applicable, access to Site).

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Description of Equipment/Components/Personnel Supplied	Date Supplied
	or to be Supplied
Provide access to the Stage 2 Site pursuant to Section 4.3A of the Agreement	At NTP or LNTP (for any LNTP Work where applicable)
Provide those Landowner agreements specified in <u>Attachment Y</u> , which have not already been provided by Owner to Contractor, for the Off-Site Rights of Way and Easements	At NTP or LNTP (for any LNTP Work where applicable), except as otherwise specified in <u>Attachment</u> <u>Y</u>
Prepare the Blade Tract in accordance with specification 25959-140-HC2-CO00-00001.	At LNTP No. 2
Prepare the Gillespie Tract in accordance with specification 25959-140-HC2-CO00-00002.	June 1, 2018
Provide LNG Tanker for Ship Loading Time Test	Pursuant to Section 11.1D of the Agreement
Provide treated water at a minimum flow rate of 900 gallons per minute for Tank (S2401-B) hydrostatic test and for the LNG Piping hydrostatic testing (volume to be confirmed later) through the treated water supply pipeline to the designated tie-in point	Tank hydrostatic test date and LNG Piping hydrostatic test date
Provide all work associated with overall program management among other contractors working directly for Owner and not in Contractor Group (" <i>Owner's Suppliers</i> "), including Owner's Suppliers for the Feed Gas pipeline, permitting agencies, Owner consultants, and Owner's activities.	Ongoing requirement under the terms of the Agreement
Make Owner's personnel available for training pursuant to Section 3.5 of the Agreement.	As required by the training program to be developed in accordance with <u>Attachment V</u> , but no later than 6 months before RFSU
Make Owner's personnel available to Contractor for commissioning and testing pursuant to the terms of the Agreement, including Section 4.4.	As required under the Project Commissioning Plan

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Description of Equipment/Components/Personnel Supplied	Date Supplied
	or to be Supplied
Provide any outside training and certification required by Applicable Law for Owner personnel shall be coordinated by Owner (other than the training to be provided by Contractor in accordance with Section 3.5 of the Agreement).	Prior to RFSU
Provide the Natural Gas necessary for Contractor (i) to achieve RFSU in accordance with Section 11.1 of the Agreement and (ii) to conduct the Performance Tests and other commissioning activities in accordance with Section 11.2 of the Agreement.	As required under Sections 11.1 and 11.2 of the Agreement
Purchasing and coordinating Natural Gas from Feed Gas pipeline for startup and initial operation of the Liquefaction Facility.	182 Days before RFSU for fuel gas; 70 Days before RFSU for feed gas
Provide demineralized water from the Liquefaction Facility water treatment plant and inlet air chilling plant for startup and initial operation of the Stage 2 Liquefaction Facility.	168 Days before RFSU
Provide potable water, plant air, instrument air, and nitrogen from the Liquefaction Facility for startup and initial operation of the Stage 2 Liquefaction Facility.	365 Days before RFSU
Provide permanent power from the Liquefaction Facility main substation for startup and initial operation of the Stage 2 Liquefaction Facility.	365 Days before RFSU
Provide in-plant UHF and VHF base radio and handheld radio system for Owner, except for Owner's personnel provided under Section 4.4 of the Agreement.	Prior to RFSU
Provide vehicles for Owner's own use.	As determined by Owner

3. Additional Owner Responsibilities

The following documents include additional Owner responsibilities/rely upon data to support the performance of Work:

Description of Document	Document Ref. No.
	25959-100-3BD-M04-00002 Rev
Basis of Design (BOD) Summary	001
	25959-100-3BD-M04-00001 Rev
Basic Engineering Design Data (BEDD)	001



Description of Document	Document Ref. No.
	25959-100-G01-000-00001 Rev
Scope of Facilities	001

ATTACHMENT V

PRE-COMMISSIONING, COMMISSIONING, START-UP, AND TRAINING FOR STAGE 2

1.0 Introduction

In addition to the requirements specified in any other provisions of the Agreement, this <u>Attachment V</u> sets out the general scope of activities to be performed by Contractor for the construction/turnover, pre-commissioning, commissioning, start-up, and operation of the Project. This <u>Attachment V</u> does not constitute a substitute for the Project Commissioning Plan or the start-up manual, but rather forms the basis for the development of such Project Commissioning Plan and manual.

The following phases of activities are generally described in this Attachment V:

- A. Pre-commissioning: preparation of a system or systems for the commissioning phase. This will include, but is not limited to, blowing, flushing, and Equipment testing, and initial check out of Project process and utility systems.
- B. Commissioning: preparation of a system or systems to allow hydrocarbons or other process fluids to be safely introduced into the system or systems for processing. In this phase testing will focus on systems, including utilities.
- C. Start-Up: the bringing of a system or systems into a normal operational mode, and the first LNG ship loading.
- D. Operation: LNG production to storage and LNG ship loading.

2.0 General

Contractor will perform pre-commissioning, commissioning, and start-up for the Project so as to achieve completion of required systems to enable commencement of operations of the Project in accordance with the Project Schedule.

- 3.0 Project Commissioning Plan; Manuals and Procedures
 - A. Project Commissioning Plan:

Pursuant to Section 4.4 of the Agreement, Contractor shall prepare and provide to Owner a detailed Project Commissioning Plan one hundred eighty (180) Days prior to RFSU. Contractor shall submit the Project Commissioning Plan, which shall include plans for pre-commissioning, commissioning and start-up. The Project Commissioning Plan shall address utilization of Owner's operation and maintenance personnel and Contractor's personnel during commissioning and conduct of the Performance Tests and Contractor shall incorporate Owner's reasonable input regarding interface and impact to Subproject 1 or Subproject 2. The manual will include procedures that will at a minimum address the activities described in Sections 5.0 and 7.0.



B. Start-up

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Manual:
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Contractor shall prepare and provide a detailed start-up manual for Owner's review. The manual will include Contractor's start-up plan and start-up procedures, including procedures for achieving Cool Down of the Project, and will address, at a minimum, the start-up activities described in Section 8.0.

C. Plant System Manuals (PSMs):

Contractor shall prepare and provide a detailed Plant System Manual (PSM) for each New Plant System (as defined in Section 3.0H of this <u>Attachment V</u>). Each PSM shall be designed using the format and standard provided by Owner to ensure that the form of each PSM is substantially similar to existing PSMs and shall prepare personnel to study the Standard Operating Procedures related to the given plant system (operators) or the Standard Maintenance Procedures (technicians) related to the given system.

Each Plant System Manual shall include at a minimum:

- 1.0 Introduction
 - high level overview of the applicable system
 - scope of the PSM
 - technical references including other referenced PSMs, P&IDs, or other documents
- 2.0 Health, Safety and Environmental Related Issues
 - identifies system specific safety concerns
 - references corporate safety procedures that are applicable
 - identifies Personal Protective Equipment (PPE) requirements
 - identifies system specific environmental concerns
 - references corporate environmental procedures that are applicable
- 3.0 Terms and Definitions
 - includes a table of acronyms used in the PSM
 - includes a table of terms and definitions used in the PSM
 - all acronyms and terms and definitions are added to a master list
- 4.0 Process Description
 - "About the System" section that identifies the parts of the system
 - includes listing of major equipment in the system, equipment tag ID (identification), description, pertinent data
 - "How the System Works" section that identifies generally how the parts of the system connect and flow
 - discusses process flows, controls, equipment function
- 5.0 System Operation
 - includes complete listing of all instrument tags and descriptions associated with the system
 - includes a table identifying instrument ranges, setpoints, and alarms

- includes a table identifying all interlocks in the system and a description of interlock function
- includes a Consequences of Deviation (COD) table to identify consequences of exceeding operating ranges and limits and corrective actions
- addresses any operating guidelines specific to the system or any special modes of operation that might be associated
- 6.0 Troubleshooting the System
 - includes a comprehensive troubleshooting chart identifying all possible identified problems, consequence of inaction, possible causes of the problems, and recommended corrective actions
 - while the COD table only addresses exceeding control loop set points and alarms, the troubleshooting chart addresses all conceivable problems that might be encountered
- 7.0 Abnormal Conditions
 - this section is specifically for compliance with verbiage in the DOT regulations regarding identifying abnormal conditions; it references the COD table and troubleshooting chart
- 8.0 Document Revision Record
 - has a standard table for recording document revisions
- 9.0 Appendices
 - includes any further system specific information
- D. Standard Operating Procedures (SOPs):

Contractor shall prepare and provide Standard Operating Procedures (SOPs) for each New Plant System. Such SOP shall provide two types of procedures: operating procedures and service procedures. Each SOP shall be detailed to cover each piece of Equipment in the applicable Plant System.

The Standard Operating Procedures shall include at a minimum:

- 1.0 Introduction
- 2.0 Health, Safety and Environmental Related Issues
- 3.0 Technical References (identifies the associated PSM)
- 4.0 System Diagram, UFD or PFD (simplified diagram, not as complicated as P&ID but showing items necessary to understand the procedure)
- 5.0 Pre-Start Procedure (detailed pre-start steps)
- 6.0 Normal Start-up Procedure
- 7.0 Normal Operation Procedure



- 8.0 Normal Shutdown Procedure
- 9.0 Emergency Shutdown Procedure
- 10.0 Document Record

Service Procedures shall include at a minimum:

- 1.0 Introduction
- 2.0 Health, Safety and Environmental Related Issues
- 3.0 Technical References (identifies the associated PSM)
- 4.0 System Diagram (simplified diagram, not as complicated as P&ID but showing items necessary to understand the procedure)
- 5.0 Job Preparation Procedure (includes coordination with Maintenance and gathering materials)
- 6.0 Remove From Service Procedure (isolation, clearing, purge, & inert)
- 7.0 Lockout/Tagout Procedure (LOTO)
- 8.0 Return To Service Procedure (isolation removal, purge, re-inventory, return to service)
- 9.0 Document Record
- E. Standard Maintenance Procedures (SMPs):

Owner shall prepare Standard Maintenance Procedures (SMPs). Contractor shall provide all Equipment information and owner/operator manuals developed or provided for Equipment.

F. Training Guides:

Contractor shall prepare and provide detailed training manuals ("Training Guides") containing specific guidance sections that are designed to navigate personnel through the operations, maintenance and training (OMT) manuals for each Plant System by way of course outline and exercises. The intent is for personnel to be able to use the training guide as a "curriculum" along with the PSM "textbook" and SOP/SMP "detailed actions required."

Training Guides shall include at a minimum:

- Training Objectives: Learning Objectives, Reference Documents (PSMs, SOPs, SMPs, P&IDs)
- 2.0 Instructions: Overview, Training Guide Organization, Designated Trainers, Definitions
- 3.0 Plant Systems Manual: Safety and Environmental, Acronyms and Terms, About the System, P&IDs, How the System Works, Instrumentation, Field Walkdown, Operating Modes, Troubleshooting

- 4.0 Operating Procedures: Introduction, Procedure Review, Procedures
- 5.0 Service Procedures: Procedure Review, Procedures
- 6.0 Performance Sign-off
- 7.0 Document Record (revision history)
- G. Knowledge

Tests:

The Training Guides shall include tests ("Knowledge Tests") which may be used to improve comprehension of the subject matter. The Training Guides and Knowledge Tests are tied to the Operator Qualification and Progression programs. Knowledge Tests and/or their contents are not published to maintain their integrity as a comprehension measurement.

H. Plant

Systems:

The plant systems for the Liquefaction Facility are referred to herein as the "New Plant Systems." Thirty-four (34) potential New Plant Systems have been identified for possible development, depending on final design of the Liquefaction Facility:

- 1. OPS-CCL-8120-PSP_LNG Storage Tanks
- 2. OPS-CCL-8130-PSP_LNG In-tank Pumps
- 3. OPS-CCL-8140-PSP_LNG Circulation System
- 4. OPS-CCL-8150-PSP_Vapor System
- 5. OPS-CCL-8160-PSP_Ship Loading
- 6. OPS-CCL-8180-PSP_BOG Compressors
- 7. OPS-CCL-8210-PSP_Fuel Gas System
- 8. OPS-CCL-8250-PSP_Distributed Control System
- 9. OPS-CCL-8260-PSP_Pipeline Compressor
- 10. OPS-CCL-8272-PSP Inlet Processing/Stabilization Facilities (Unit 11)
- OPS-CCL-8273-PSP Acid Gas Removal Amine Regeneration (Unit 12)
- 12. OPS-CCL-8274-PSP Dehydration and Mercury Removal (Unit 13)
- 13. ***
- 14. ***
- 15. ***
- 16. ***

- 18. OPS-CCL-8320-PSU_Standby Diesel Generator-UPS
- 19. OPS-CCL-8330-PSU_Air Compression and Distribution

- 20. OPS-CCL-8340-PSU_Nitrogen System
- 21. OPS-CCL-8350-PSU_Caustic System
- 22. OPS-CCL-8360-PSU_Sewage System
- 23. OPS-CCL-8370-PSU_Stormwater Effluent System
- 24. OPS-CCL-8380-PSU_Potable and Utility Water System
- 25. OPS-CCL-8390-PSU_Communication System
- 26. OPS-CCL-8392-PSU Refrigerant Storage (Unit 20)
- 27. OPS-CCL-8394-PSU Effluent Treatment (Unit 29)
- 28. OPS-CCL-8395-PSU Hot Oil System (Unit 34)
- OPS-CCL-8396-PSU Liquefaction Water Systems (Unit 36)
- 30. ***
- OPS-CCL-8398-PSU Turbine Inlet Air Humidification System (TIAH) (Unit 47)
- OPS-CCL-8410-PSE_Fire and Gas Detection and Control System
- 33. OPS-CCL-8420-PSE_ESD System
- 34. OPS-CCL-8430-PSE_Firewater Protection and Control System

Each New Plant System will have the following operations, maintenance, and training (OMT) manuals: PSMs, SOPs, SMPs, Training Guides, and Knowledge Tests. Contractor will develop all of the OMT manuals for the New Plant Systems in accordance with this <u>Attachment V</u> and otherwise as necessary to ensure that the New Plant System manuals fulfill the DOT OMT requirements.

4.0 Contractor's

Organization/Manpower

A. Pre-Commissioning/Commissioning Team: The PC/C Team will consist of Contractor's personnel who are experienced in precommissioning, commissioning and start-up of petrochemical facilities. Contractor will assign a senior Start-up Manager to lead the PC/C Team throughout the Project execution. Without limiting Contractor's responsibility to provide sufficient qualified personnel to perform the Work, Contractor's PC/C Team will have primary responsibility for the commissioning activities and start-up activities as described below.

5.0 Pre-

commissioning

- A. PC/C Team Responsibilities: The PC/C manager and other members of the PC/C Team as necessary will relocate to the Site in time to assist Contractor's construction personnel with pre-commissioning, and for the purpose of commencing on-Site training of Owner's personnel under Section 6.0 below. The team will also complete start-up, operations and maintenance manuals during this phase.
- B. Pre-Commissioning Test Procedures and Schedule: Details of pre-commissioning test procedures will be developed by Contractor and reviewed by Owner.

6.0 Training

Program

A. Project-Specific Training Program: In accordance with Section 3.5 of the Agreement, Contractor shall design and conduct at the Site, or other locations and times mutually agreeable to the Parties, a Project-specific training program for Operator's personnel covering the following:

Training Program	Trainer	Intended Trainees
Project Orientation / Safety	Contractor	All Owner / Contractor personnel at the Site
Basic Technical Training	Owner	Technician level personnel
Basic General Maintenance	Owner	Maintenance personnel
Basic Equipment Maintenance	Contractor	Maintenance and operations personnel
In-depth Equipment Maintenance	Contractor will supply Subcontractor training courses to the Owner at Owner's cost. Owner will develop and implement the maintenance training program, and Contractor will assist Owner as required.	Maintenance and operations personnel
General Operations Training	Contractor / process licensors	All operations personnel
Operations Training	Contractor	Operations personnel
On-the-Job Training and Qualification	Contractor	Operations and maintenance personnel

Due to the staggered start-up and commissioning of Subproject 1, Subproject 2 and Subproject 3, the training program outlined below will be duplicated prior to each individual Subproject start-up and commissioning.

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B. On-the-Job Training: Contractor shall provide on-the-job training ("OJT") for thirty (30) of Owner designated operations, maintenance and technical personnel who will be present in the Liquefaction Facility during the pre-commissioning, commissioning and start-up period.

OJT will provide job-specific field training for selected Equipment at the Liquefaction Facility. OJT checklists will be developed specific to the Liquefaction Facility, and shall consist of facility-specific procedures (checklists) for maintenance of the Equipment. Supervisory personnel will use these checklists to train and evaluate maintenance personnel in the performance of their duties.

OJT will be delivered during the pre-commissioning and commissioning phases of Subproject 3, and will continue during the initial start-up and subsequent operation of Subproject 3. The field trainers will assign OJT tasks on a pass / fail basis to maintenance personnel.

C. Classroom Training: Contractor shall prepare and carry out an extensive classroom-training program for thirty (30) Owner designated operations, maintenance and technical personnel at the Liquefaction Facility Site during the construction period. This program shall contain not less than eight (8) full weeks of full-time training. Contractor shall prepare for Owner approval a detailed outline of this training program within twelve (12) months of Notice to Proceed. In addition, Contractor shall provide for training by mutually agreed vendor representatives for Owner designated personnel. Subcontractor vendors to be included, as a minimum, are: ConocoPhillips, BASF, refrigeration compressor vendor, DCS system vendor, anti-surge controller vendor, safety shutdown systems vendor, water treatment vendor and emergency power generator vendor. Trainees must have completed classroom and vendor training, and be ready for field assignment six (6) months prior to RFSU of a New Plant System. For operations and maintenance personnel, training must be completed six (6) months prior to RFSU of a New Plant System. This applies to classroom training, and not to on-the-job training and qualification.

Classroom training will be divided into specific subject areas as follows:

- Process Description and Operating
 Principles
- Special Equipment and Instrumentation
- Plant System Manuals
- Standard Operating
 Procedures
- Service
 Procedures
- Abnormal and Emergency Conditions and Troubleshooting
- Commissioning and Startup

Contractor shall propose a training program in order to permit Owner operations and maintenance personnel to attend training sessions organized in Subcontractor shops and/or at the Liquefaction Facility Site by Subcontractor representatives for equipment operations and maintenance training sessions organized in Contractor's facilities (home office and field) for Project operation. Such maintenance training sessions to be available in Subcontractor shops or at the Liquefaction Facility Site shall be fully identified and should include items such as, but not limited to:

- Propane and MR compressors and drivers;
- BOG compressor;
- Air compressor;
- Air dryers;
- Water Treatment;
- DCS and control systems;
- HVAC;
- Waste Heat Recovery (WHRU);
- Heavies Removal unit (HRU);
- Main switchgears and motor control centers;
- Nitrogen Generation units;
- Direct-fired heaters;
- Flares and Thermal Oxidizer;

- H2S Removal unit;
- Effluents treatment;
- Amine re-circulation pumps;
- Diesel generators; and
- A complete training plan identifying the number of sessions together with number of trainees is to be submitted.

- D. Supplies and Lesson Plans: Contractor shall provide training manuals and supplies for each participant in the training program. Training manuals shall consist of three-ring binders to which material can be added as course material is presented. For each lecture or presentation, each student shall receive a copy of the applicable operations procedures, a lesson plan, and copies of any drawings, overhead projections, etc., used in the training session. Lesson plans shall describe the objective of the lecture and inform trainees what they are expected to do or be able to do after the training session is completed. Lesson plans shall also identify applicable technical references and training aids to be used and include a detailed breakdown of the points of discussion to be addressed in the training presentation. Each presentation on a plant system shall be accompanied, if possible, by an in-plant walk through of the applicable system. Lesson plans shall be prepared for each system walk through that detail the key components to be viewed and the inter-system relationships to be emphasized during the walk through. If not possible to conduct these in-plant walk downs during the class room training then this will be accomplished during on the job training during the commissioning phase.
- E. Course Summary Manual: Within four (4) weeks of the conclusion of the classroom training, Contractor shall provide Owner a course summary manual for use in the Liquefaction Facility's continuing training program that includes: the schedule employed in the conduct of the training, copies of the training materials (lesson plans, drawings, overheads, etc.) used in each session, and copies of the examinations (with answer keys) used to evaluate student performance during and after the training.
- F. EHS Training: Contractor's supervisors shall be fully knowledgeable of the potential hazards and the safe practices to be followed in the Work. Before assigning a worker to any new job or reassignment, the supervisor is responsible for instructing the worker on the precautions and actions that must be taken in relation to the job, including emergency response and evacuation as applicable. Contractor shall ensure that its supervisors have adequate training to perform and that they are performing this function properly. Workers shall also be informed of the consequences of deviation from any EHS requirement.

The EHS training program shall include, at a minimum, the following topics:

- Safe driving and work practices;
- Environmental management associated with the Work;
- Code of conduct;
- Waste management;
- Dust control;
- All requirements within the approved Contractor management plans;
- Management of hazardous materials;
- Spills and response plans; and
- Contingency plan and its implementation.

Risks and hazards associated with the Work:

- First aid;
- Personal protective equipment;
- Occupational health;
- Natural resources of the region and the importance of their conservation; and
- Archeological discoveries, control, and protection.

The training program shall also include any specific training as identified in the Contractor's training matrix within the EHS plan. Contractor must analyze training requirements and initiate a training program to demonstrate that all persons employed, including Subcontractors, are suitably qualified, competent and fit.

7.0 Commissioning

- A. Personnel: Field engineering, maintenance, safety, administrative and manual labor personnel carried forward from the construction force will augment the PC/C team during commissioning activities. In addition to personnel provided by Owner for supervision by Contractor pursuant to Section 4.4 of the Agreement, Contractor will supply all personnel as required to commission and start-up the Project and for continuous operation of the Project.
- B. Multiple Phases: Certain portions of the Work may be entering the commissioning or start-up phase while other portions of the Work are still in the pre-commissioning phase or in general construction.

8.0 Start-

Up

- A. Start-Up: Start-up activities will begin on a system or subsystem of the Equipment when (1) Contractor has provided notice of RFSU in accordance with Section 11.1A of the Agreement, and (2) the start-up procedures (as set forth in the start-up manual referred to in Section 3.0 above) are in place at the Site. All personnel involved in start-up activities shall be trained and shall be conversant with the content and application of all such procedures.
- B. Personnel: Contractor shall provide all labor, supervisory personnel, vendor representatives, technicians and other items necessary to prepare, test and start-up the Project and the Equipment and for the execution of the Performance Tests. Owner will provide operating personnel for supervision by Contractor in accordance with Section 4.4 of the Agreement and supply the Natural Gas for production of LNG necessary for Contractor to achieve Cool Down and to commence start-up and conduct the Performance Tests, in accordance with Section 11.1 of the Agreement.
- C. Objectives: The primary objectives of this phase shall be to load the first LNG cargo.



9.0 Operation

Prior to Substantial Completion and after RFSU, to the extent Contractor has care, custody and control of the Project, Contractor will operate the Project in accordance with the Agreement, including Section 11.7 of the Agreement, and will supply operating and maintenance personnel in addition to those personnel supplied by Owner for supervision by Contractor pursuant to Section 4.4 of the Agreement, for operation of the Project as required to reach Substantial Completion.

The Contractor will assist the Owner in coordinating these activities as reasonably requested by Owner.

ATTACHMENT W

SPARE PARTS FOR STAGE 2

W-1

Schedule W-1

FORM OF OPERATING SPARE PARTS LIST FOR STAGE 2

Material Requisition Number	Equipment Description	Supplier Name	Supplier Contact Information	Part Description	Part Number	Tag Number	Estimated Price per Unit (U.S.\$)	Quantity Required	Extension (Estimated Price per Unit x Quantity Required) (U.S.\$)	Required for Delivery Prior to Substantial Completion or Final Completion
									<u></u>	
Total:									\$	

W-2

Execution Version

ATTACHMENT X

WORK IN STAGE 1 LIQUEFACTION FACILITY

The table below identifies elements of Work to be undertaken on systems in the Stage 1 Liquefaction Facility, in respect of which such Work must be planned as specified in the Agreement Section 3.25, prior to the performance of such Work.

Item #	Stage 1 Liquefaction Facility Work	Work Description Reference
1	Process and utility piping tie-ins at the battery limits for LNG Train 3, LNG Tank B and the East Berth	Reference the following Stage 1 drawings: 25889-100-M6-0010-00102 25889-100-M6-0010-00103 25889-100-M6-0010-00105 25889-100-M6-0010-00200 25889-100-M6-0010-00201 25889-100-M6-0010-00203 25889-100-M6-0010-00204 25889-100-M6-0010-00205 25889-100-M6-0010-00210 25889-100-M6-0010-00211 25889-100-M6-0010-00211 25889-100-M6-2310-00005 25889-100-M6-2310-00001 25889-100-M6-2310-00002
2	Main substation building and power cables	SoF, 3.2.7, plus reference the following Stage 1 drawings: 25889-100-E8-000-00003 25889-100-E1-02D01-00061 25889-100-E1-02D01-00066
3	Grounding	Reference the following Stage 1 drawings: 25889-100-EG-02R03-00010 25889-100-EG-02R03-00011 25889-100-EG-33D01-00001 25889-100-EG-33R01-00001

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Item #	Stage 1 Liquefaction Facility Work	Work Description Reference
4	Cable Trays	Reference the following Stage 1 drawings: 25889-100-ER-33R01-00008 25889-100-ER-33D01-00001 25889-100-ER-33D01-00005 25889-100-ER-33D01-00010 25889-100-ER-33R01-00002 25889-100-ER-33R01-00009 25889-100-ER-33R01-00010 25889-100-ER-33D01-02001 25889-100-ER-33R01-02002
5	DCS/SIS/FGS Item tie-ins	SoF 5.1, plus reference the following Stage 1 drawings: 25889-100-J1-00-00004 25889-100-J1-00-00001 25889-100-J1-00-00002 25889-100-EJ-000-00002 25889-140-V1A-JD01-00023 25889-140-V1A-JD01-00024 25889-140-V1A-JD01-00018 25889-140-V1A-JD01-00020
6	Connect and route power feeder cables, control cables and fiber optic cables from new main substation to Stage 2 Liquefaction Facility substations and to the jetty marine building	SoF, 3.2.7
7	Fire Water Distribution	Reference the following Stage 1 drawings: 25889-100-M6-0033-00003 25889-100-M6-0033-00006 25889-100- M6-0033-00007 25889-100- M6-0033-00008

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Item #	Stage 1 Liquefaction Facility Work	Work Description Reference
		Reference the following Stage 1 drawings:
		25889-100-E4-31A02-00001
		25889-100-E4-05A01-00001
		25889-100-E4-02D01-00007
		25889-100-E4-02D01-00005
		25889-100-E4-02D01-00003
		25889-100-E4-02C01-00001
		25889-100-E4-02B01-00001
		25889-100-E4-02F01-00001
		25889-100-E4-32A02-00001
		25889-100-E4-02D01-00001
		25889-100-E4-32N02-00001
		25889-100-E4-31N02-00001
		25889-100-E4-04A02-00001
8	Electrical	25889-100-E1-02D01-00060
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		25889-100-E1-32N02-00010
		25889-100-E1-31N02-00010
		25889-100-E1-02F01-00020
		25889-100-E1-02F01-00030
		25889-100-E1-02F01-00010
		25889-100-E1-02D01-00040
		25889-100-E1-02D01-00050
		25889-100-E1-02C01-00030
		25889-100-E1-02C01-00010
		25889-100-E1-02C01-00020
		25889-100-E1-02B01-00010
		25889-100-E1-10-00001
		25889-100-E1-10-00007
		25889-100-E1-02D01-00030

X-3

ATTACHMENT Y

SITE, STAGE 1 SITE, STAGE 2 SITE AND OFF-SITE RIGHTS OF WAY AND EASEMENTS

- A. The boundaries of the Site and Off-Site Rights of Way and Easements are depicted in Exhibit Y-
- B. The boundaries of the Stage 1 Site are depicted in Exhibit Y-
- 2
- C. The boundaries of the Stage 2 Site are depicted in Exhibit Y-3.
- D. Owner shall provide metes and bounds descriptions defining the location of the Off-Site Rights of Ways and Easements. <u>Exhibit Y-4</u> provides the metes and bounds description for Controlled Area 2.
- E. Below are Landowner agreements containing rights and restrictions applicable to the access and use of the Off-Site Rights of Way and Easements. These agreements (as may be amended or assigned from time to time) were previously or will be provided to Contractor. Such agreements may be redacted when provided to Contractor (except with respect to those sections for which Contractor has an obligation). Contractor shall comply with the rights and restrictions applicable to the access and use of the Off-Site Rights of Way and Easements, including any such restrictions which arise following the Contract Date, whether through new Landowner agreements, modified Landowner agreements or otherwise. Any Landowner agreement executed and provided to Contractor after the Contract Date of the Agreement (including such agreements identified below as "To be executed") is subject to a mutually agreed Change Order in accordance with Article 6 of the Agreement. Further, to the extent a Landowner agreement is modified in writing after the Contract Date of the Agreement, such modification is subject to a mutually agreed Change Order in accordance with Article 6 of the Agreement. Following execution or modification of a Landowner agreement, as applicable, Owner shall provide Contractor a copy of such agreement; provided that, such agreements may be redacted when provided to Contractor (except with respect to those sections for which Contractor has an obligation).

Contractor acknowledges and agrees that the parcels labeled as the Blade Tract and the Gillespie Tract in Exhibit Y-1 are Off-Site Rights of Way and Easements and Contractor shall not have a right to access, use or otherwise perform any activities on such Off-Site Rights of Way and Easements until Owner has prepared them for Contractor's use.

Map No.	Title of Agreement	Date of Agreement
1	AGREEMENT TO PURCHASE AND SELL REAL ESTATE - Agreement between Reynolds Metal Company and Corpus Christi LNG, LLC (Section 7 Only, Environmental Conditions)	December 22, 2011
1	LA QUINTA SHIP CHANNEL FRANCHISE - Agreement between Port of Corpus Christi Authority of Nueces County, Texas and Corpus Christi Liquefaction, LLC	March 17, 2015
1	SPECIAL WARRANTY DEED - CHENIERE 4.83AC TRACT - Deed between Reynolds Metals Company and Corpus Christi LNG, LLC.	December 16, 2011
20		

Map No.	Title of Agreement	Date of Agreement
1	ENVIRONMENTAL MANAGEMENT EASEMENT AGREEMENT - Agreement between Reynolds Metal Company and Corpus Christi LNG, LP	May 18, 2005
31	Amended By	
	AMENDMENT OF ENVIRONMENTAL MANAGEMENT EASEMENT AGREEMENT - Agreement between Reynolds Metal Company and Corpus Christi LNG, LLC	December 16, 2011
3	UTILITY EASEMENT AGREEMENT - Agreement between Reynolds Metal Company and Corpus Christi LNG, LP	May 18, 2005
6	BAY DRAINAGE EASEMENT AGREEMENT - Agreement between Sherwin Alumina LP and Corpus Christi LNG, LP	August 9, 2005
8	ACCESS EASEMENT AGREEMENT (for La Quinta Road) - Agreement between Sherwin Alumina LP and Corpus Christi LNG, LP	December 8, 2003
9	UTILITY EASEMENT AGREEMENT (along La Quinta Road) - Agreement between Sherwin Alumina LP and Corpus Christi LNG, LP	August 9, 2005
11	ROAD ACCESS AGREEMENT TO PORT LAYDOWN AREA, COTTON PATCH AREA, AND BERRYMAN LAYDOWN AREA - Agreement between Port of Corpus Christi Authority of Nucces County, Texas and Corpus Christi Liquefaction, LLC	August 12, 2014
	Amended By	September 20, 2016
	SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED LEASED PROPERTY ACCESS AGREEMENT - (Access, drainage and utilities to 110-AC and Cotton Patch laydown areas) Agreement between Port of Corpus Christi Authority of Nueces County, Texas and Corpus Christi Liquefaction, LLC	
12	UTILITY EASEMENT AGREEMENT - POWERLINE EASEMENT AT HECKER STATION - Agreement between Port of Corpus Christi Authority of Nueces County and Corpus Christi Liquefaction, LLC	February 23, 2015
13	ROAD ACCESS AGREEMENT TO PORT LAYDOWN AREA and BERRYMAN LAYDOWN AREA - Agreement between Sherwin Alumina, LLC and Corpus Christi Liquefaction, LLC	December 9, 2014
	Amended By FIRST AMENDED AND RESTATED ACCESS ROAD, UTILITY AND DRAINAGE EASEMENT AGREEMENT (Access across Port property to Berryman property) - Between Port of Corpus Christi Authority of Nucces County, Texas and Corpus Christi Liquefaction, LLC	August 18,2015
14	PIPELINE, UTILITY AND ACCESS EASEMENT AGREEMENT- 48" PIPELINE DITCH CROSSING - Agreement between Sherwin Alumina, LLC and Corpus Christi Liquefaction, LLC	January 29, 2015
15	DREDGE MATERIAL DISPOSAL PIPELINE EASEMENT AGREEMENT - Dredge Pipeline Easement - Agreement between Sherwin Alumina, LLC and Corpus Christi Liquefaction, LLC	January 29, 2015
16	PORT LEASE AGREEMENT - Port 110 Lease - Agreement between Port of Corpus Christi Authority of Nueces County, Texas and Corpus Christi Liquefaction, LLC for Port Laydown Area	January 8, 2013
	Amended By FIRST AMENDMENT OF LEASE - Port 110 Lease - Agreement between Port of Corpus Christi Authority of Nueces County, Texas and Corpus Christi Liquefaction, LLC for Port Laydown Area	December 1, 2013
17	PORT LEASE AGREEMENT - COTTON LAYDOWN AREA - Agreement between Port of Corpus Christi Authority of Nueces County, Texas and Corpus Christi Liquefaction, LLC for Cotton Laydown Area	August 12, 2014
18	SPECIAL WARRANTY DEED - BERRYMAN LAYDOWN AREA - Agreement between Berryman Investments, Inc. and Corpus Christi Liquefaction, LLC for Berryman Laydown Area	August 21, 2014

Map No.	Title of Agreement	Date of Agreement
19	LEASE AGREEMENT - SHERWIN TOOL AND LUNCH AREA - Agreement between Sherwin Alumina, LLC and Corpus Christi Liquefaction, LLC for Tool and Lunch Area	January 29, 2015
21	SOLIS PROPERTY LEASE AGREEMENT - Agreement between Cheniere Land Holdings, LLC and Corpus Christi liquefaction, LLC for lease of 35.364 acres	September 12, 2016
22	ACCESS ROAD USE LICENSE AGREEMENT - Agreement between Corpus Christi Liquefaction, LLC and Cheniere Land Holdings, LLC for utilizing access road for purpose of ingress and egress to eastern portion of Project Site	October 31, 2016
23	LEASE AGREEMENT - 10AC PRAIRIE LEASE - between Cheniere Land Holdings, LLC and Corpus Christi Liquefaction, LLC	May 12, 2017
24	EMERGENCY ACCESS AGREEMENT - agreement between Sherwin Alumina Company, LLC and Corpus Christi Liquefaction, LLC	January 29, 2015
25	HEAVY HAUL ROAD ACCESS AGREEMENT - Agreement between Sherwin Alumina Company, LLC and Corpus Christi Liquefaction, LLC	January 29, 2015
26	LEASE AGREEMENT - 200' STRIP - lease agreement between Cheniere Land Holdings and C Corpus Christi Liquefaction, LLC	May 9, 2017
28	Electric Utility and Access Easement Agreement - Agreement between Cheniere Land Holdings, LLC and Corpus Christi Liquefaction, LLC	November 27, 2017
29	ACCESS AGREEMENT - GREAT NORTHERN ROUTE - agreement between Cheniere Land Holdings, LLC and Corpus Christi Liquefaction, LLC	To be executed
30	ACCESS AGREEMENT - TRUCK TURNAROUND ACCESS - agreement between Cheniere Corpus Christi Pipeline, L.P. and Corpus Christi Liquefaction, LLC	To be executed
31	LEASE AGREEMENT - 40AC BORROW PIT - agreement between Cheniere Land Holdings, LLC and Corpus Christi Liquefaction, LLC	To be executed
32	LEASE AGREEMENT -LITTLE TRIANGLE TRACT - agreement between Cheniere Land Holdings, LLC and Corpus Christi Liquefaction, LLC	To be executed
33	LEASE AGREEMENT -BLADE TRACT - agreement between Cheniere Land Holdings, LLC and Corpus Christi Liquefaction, LLC	To be executed
34	LEASE AGREEMENT -GILLESPIE TRACT - agreement between Cheniere Land Holdings, LLC and Corpus Christi Liquefaction, LLC	To be executed

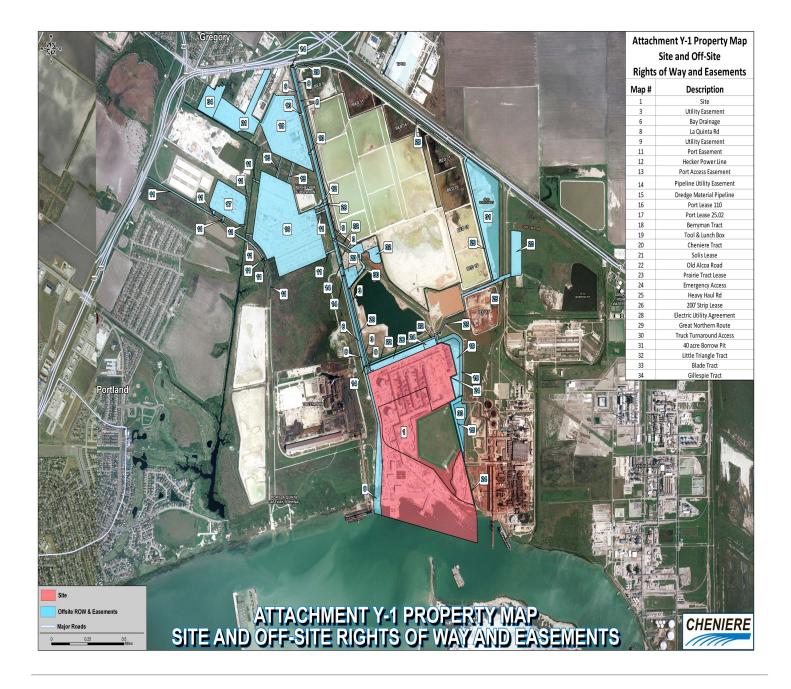
F. Below are documents containing the conditions and procedures required to be followed in Controlled Areas (as defined in Exhibit Y-2 and Exhibit Y-3). Such documents were previously provided to Contractor.

Title of Document	Transmittal number
Management Plan for Arsenic Impacted Groundwater, with Appendix 1 and Appendix 2	CCL-BE-CHENIERE-T200-00290
RMC Agreement to Purchase and Sell Real Estate	CCL-BE-CHENIERE-T200-00291

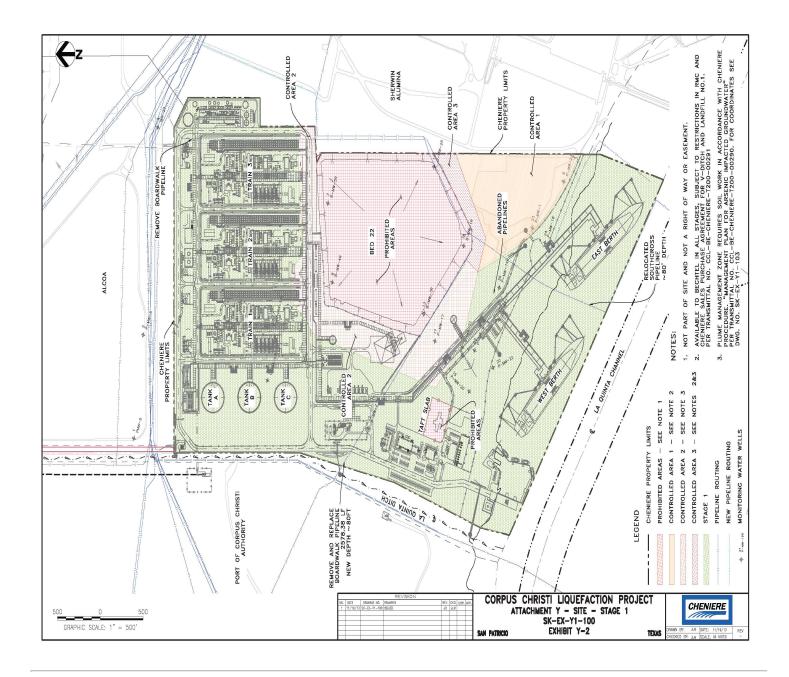
G. Contractor shall relinquish the northeastern quadrant of the Berryman tract as depicted in Exhibit Y-5 within thirty (30) Days written notice from Owner to Contractor; provided that, if

Owner provides such notice prior to February 1, 2018, Contractor shall relinquish such Off-Site Right of Way and Easement by March 1, 2018. As a part of such relinquishment, Contractor shall remove all Construction Equipment (including all material) from such Off-Site Right of Way and Easement and use reasonable efforts to prevent damage to the area, drainage, and roads on such Off-Site Right of Way and Easement during such removal. Following relinquishment, Contractor shall no longer use, access or otherwise perform any activities on such Off-Site Right of Way and Easement.

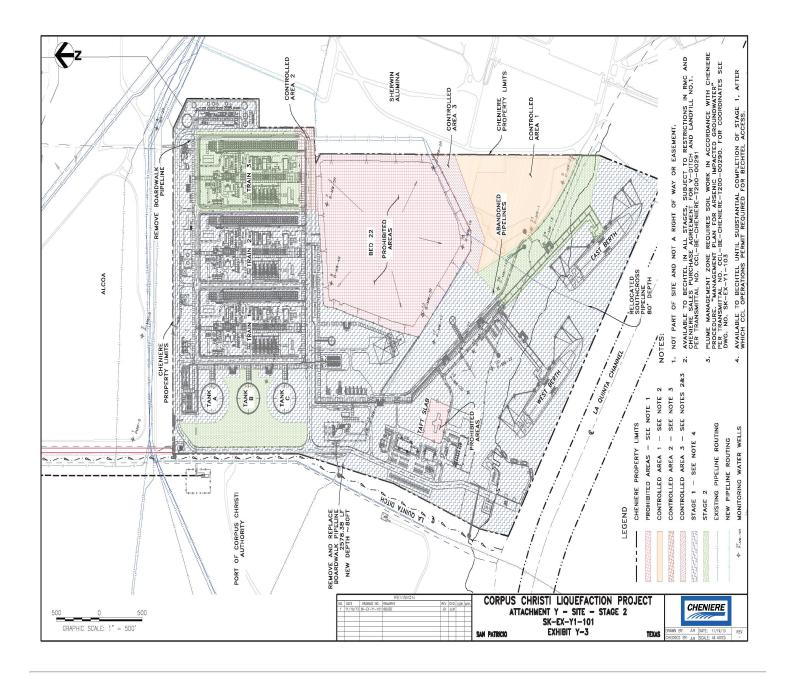
SITE AND OFF-SITE RIGHTS OF WAY AND EASEMENTS



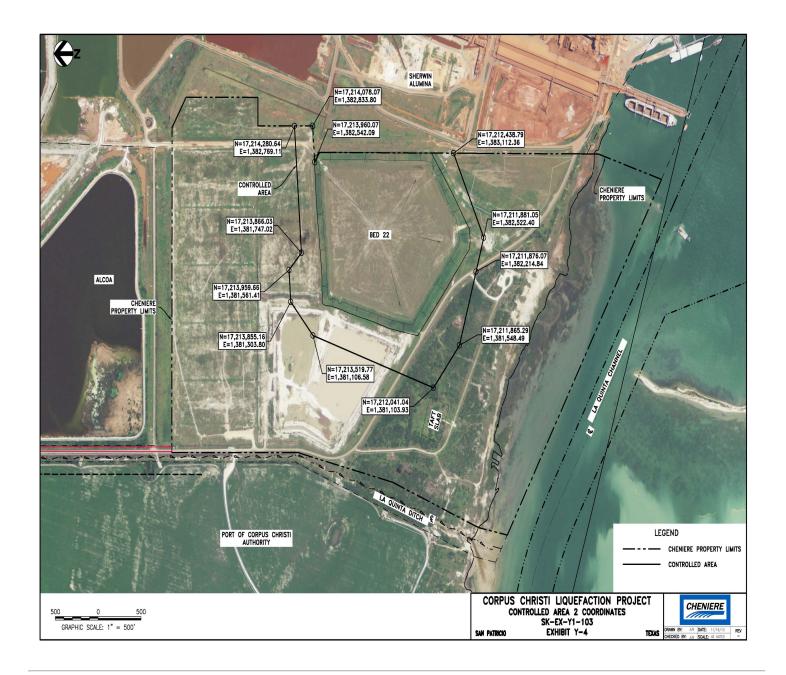
STAGE 1 SITE



STAGE 2 SITE



CONTROLLED AREA 2 METES AND BOUNDS DESCRIPTION



BERRYMAN TRACT RELINQUISHMENT

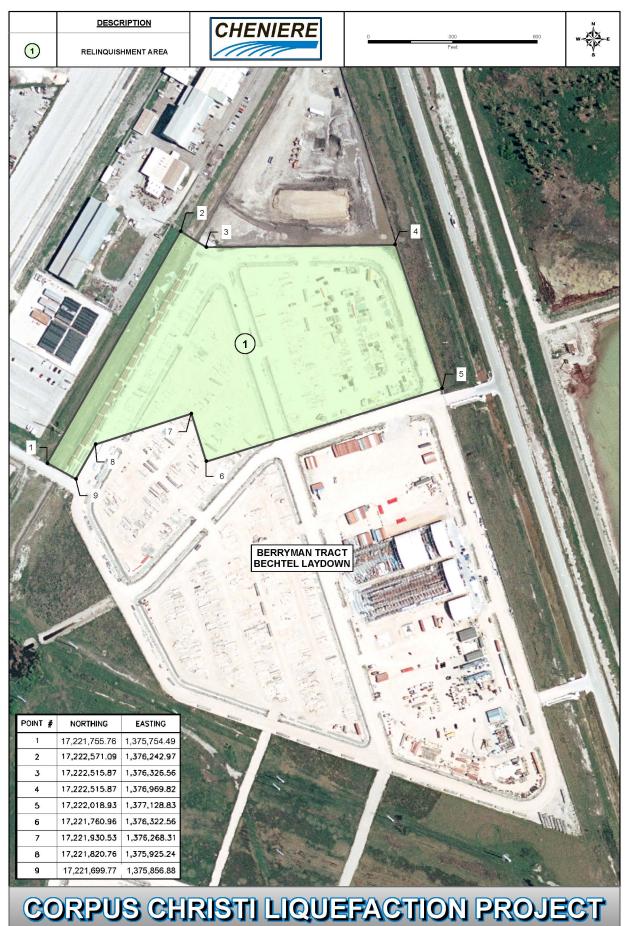


EXHIBIT Y - 5 BERRYMAN TRACT RELINQUISHMENT AREA

ATTACHMENT Z

LANDOWNER ACCESS FOR STAGE 2

- A. Persons Provided Access. Contractor shall in all cases provide access to the Site and Off-Site Rights of Way and Easements and, subject to Section 4.3 of the Agreement, coordinate the Work with the following Landowners and their representatives in accordance with the terms of this <u>Attachment Z</u> and Section 3.24 of the Agreement:
 - 1. Reynolds Metal Company;
 - 2. Pastor, Behling & Wheeler;
 - 3. Southcross Energy;
 - 4. Boardwalk Pipeline Partners;
 - 5. Cheniere Corpus Christi Pipeline, L.P. (including any Affiliates);
 - 6. Cheniere Land Holdings, LLC (including any Affiliates);
 - 7. Corpus Christi Alumna;
 - 8. Air Liquide/Air Gas;
 - 9. San Patricio Municipal Water District;
 - 10. San Patricio County Drainage District;
 - 11. AEP Texas:
 - 12. Port of Corpus Christi Authority of Nueces County, Texas;
 - 13. Alcoa; and
 - 14. Any successors-in-interest of any of the foregoing entities in the Off-Site Rights of Way and Easements.
- B. Access Requirements. Without limiting its obligations under Section 3.24 of the Agreement, Contractor shall provide access to the foregoing Landowners and their representatives as follows:
 - 1. Contractor shall provide access to, on and transit through the Site and Off-Site Rights of Way and Easements to such Persons for the purpose of accessing the existing pipelines and other existing Landowner facilities on the Site and Off-Site Rights of Way and Easements.
 - 2. Contractor may, at its option and cost, provide escorts to such Persons when they are transiting through the Site and Off-Site Rights of Way and Easements, but Contractor is not obligated to do so.
 - 3. Owner shall ensure that such Persons will not set up additional facilities, buildings, or other structures on the portions of the Stage 2 Site, or materially interfere with Contractor's Work.

ATTACHMENT AA

FORM OF ACKNOWLEDGMENT AND CONSENT AGREEMENT FOR STAGE 2

Bechtel Oil, Gas and Chemicals, Inc. (the "Contracting Party") hereby acknowledges the existence of (but has not reviewed) the Security Agreement, dated as of [_____], 20[_], (as from time to time amended, supplemented or modified, the "Security Agreement"), among Corpus Christi Liquefaction, LLC (the "Borrower") and [_____] as common security trustee (in such capacity, the "Common Security Trustee"), for the benefit of various financial institutions providing financing to the Borrower (collectively, the "Secured Parties"), and hereby executes this Acknowledgment and Consent Agreement (the "Consent") and agrees as follows:

1. The Contracting Party hereby acknowledges and consents in accordance with the terms and conditions set forth below to the Borrower's pledge and collateral assignment of all its right, title and interest in, to and under (but not, except as provided herein, its obligations, liabilities or duties with respect to) the Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Project, dated [_____], 2[__], between the Contracting Party and the Borrower (the "Assigned Agreement") to the Common Security Trustee pursuant to the Security Agreement. Capitalized terms used, but not otherwise defined, herein shall have the respective meanings prescribed to such terms in the Assigned Agreement.

2. The Contracting Party represents and warrants as of the date hereof as follows:

a. The Contracting Party is a corporation duly organized, validly existing and in good standing under the laws of Delaware, is authorized and qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify has or could reasonably be expected to have a material adverse effect on its financial condition, operations, prospects, taxes or business.

b. The Contracting Party is not in violation of any Applicable Law or judgment entered by any Governmental Instrumentality, which violations, individually or in the aggregate, have or could reasonably be expected to have a material adverse effect on its performance of any obligations under this Consent or the Assigned Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Instrumentality, now pending or (to the current actual knowledge of the Contracting Party) threatened against the Contracting Party that, if adversely determined, could reasonably be expected to have a material adverse effect on its ability to perform under this Consent or the Assigned Agreement.

c. The Contracting Party is the holder of all licenses required to permit it to operate or conduct its business in Texas now and as contemplated by the Assigned Agreement. No consent or approval of, or other action by or any notice to or filing with, any Governmental Instrumentality (except those previously obtained) was required in connection with the execution and delivery by the Contracting Party of the Assigned Agreement, or is required in connection with the execution and delivery of this Consent, or, to the best actual current knowledge of the Contracting Party, the performance of its obligations under this Consent. The Contracting Party has obtained all permits, licenses, approvals, consents and exemptions with respect to the performance of its obligations under the Assigned Agreement required by Applicable Law in effect as of the date hereof, except those permits, licenses, approvals, consents and exemptions that the Contracting Party is permitted to obtain in the ordinary course of business in the performance of its obligations under the Assigned Agreement (collectively, the "Ordinary Course Consents").

d. Neither the execution and delivery of this Consent and the Assigned Agreement by the Contracting Party, the consummation of the transactions herein contemplated by the Contracting Party, nor compliance with the terms and provisions hereof by the Contracting Party, will:

(i) conflict with, result in a breach of or default under, or require any consent (other than consents already obtained and the Ordinary Course Consents) under: (A) the charter or by-laws of the Contracting Party, (B) any Applicable Law, (C) any order, writ, injunction or decree of any court applicable to the Contracting Party, or (D) any agreement or instrument to which the Contracting Party is a party or by which it is bound or to which it or any of its property or assets is subject in any such case under this clause (i) that has or could reasonably be expected to result in a material adverse effect upon the ability of the Contracting Party to perform its obligations under this Consent and the Assigned Agreement; or

(ii) result in the creation or imposition of (or the obligation to create or impose) any lien, security interest, charge or encumbrance upon any of the properties or assets of the Contracting Party.

e. The Contracting Party has all necessary power and authority to execute, deliver and perform its obligations under this Consent and the Assigned Agreement; the execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement have been duly authorized by all necessary action on its part; and this Consent and the Assigned Agreement have been duly authorized by all necessary action on its part; and this Consent and the Assigned Agreement have been duly authorized by all necessary action on its part; and this Consent and the Assigned Agreement have been duly authorized by the Contracting Party and each constitutes a legal, valid and binding obligation of the Contracting Party enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally, and by general principles of equity. There are no amendments, modifications or supplements (whether by waiver, consent or otherwise) to the Assigned Agreement, either oral or written.

f. The Contracting Party is financially solvent, able to pay all debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations hereunder.

g. To the Contracting Party's current actual knowledge, the Borrower (a) has complied with all conditions precedent required to be complied with by or on behalf of the Borrower on or prior to the date hereof pursuant to the Assigned Agreement and (b) is not in default under any covenant or obligation of the Assigned Agreement and no such default has occurred prior to the date hereof.

h. The Contracting Party is not, to its current actual knowledge, in default under any covenant or obligation hereunder or under the Assigned Agreement and no such default has occurred prior to the date hereof. After giving effect to the pledge and assignment referred to in paragraph 1, and after giving effect to the consent to such pledge and assignment by the Contracting Party, to the current actual knowledge of the Contracting Party, (a) there exists no event or condition that would, either immediately or with the passage of time or giving of notice, or both, entitle either the Contracting Party or the Borrower to terminate or suspend its obligations under the Assigned Agreement and (b) there are no claims or rights of set-off pending by any party to the Assigned Agreement.

i. The Contracting Party affirms that it has no written notice or current actual knowledge of any pledge or assignment relative to the right, title and interest of the Borrower in, to and under the Assigned Agreement other than the pledge and assignment referred to in paragraph 1.

3.

a. From and after the date hereof and unless and until the Contracting Party shall have received written notice from the Common Security Trustee that the lien of the Security Agreement has been released in full and provided that an event of default by the Borrower shall have occurred and be continuing pursuant to the loan documents executed in connection with the Security Agreement, the Common Security Trustee shall have the right, but not the obligation, to pay all sums due under the Assigned Agreement by the Borrower and to perform any other act, duty or obligation required of the Borrower thereunder (to the same extent as the Borrower has the right to perform any such other act, duty or obligation thereunder) at any time and, without limiting the generality of the foregoing, shall have the full right and power to enforce directly against the Contracting Party (subject to all of the Contracting Party's defenses and other rights under the Assigned Agreement in accordance with the terms thereof) all obligations of the Contracting Party under the Assigned Agreement and otherwise to exercise all remedies thereunder and to make all demands and give all notices and make all requests required or permitted to be made by the Borrower under the Assigned Agreement, all in accordance with the terms thereof; provided that no such payment or performance shall be construed as an assumption by the Common Security Trustee or any Secured Party of any covenants, agreements or obligations of the Borrower under or in respect of the Assigned Agreement, except to the extent the Assigned Agreement shall have been expressly assumed by the Common Security Trustee pursuant to paragraph 3(a) shall be binding on the Borrower. If the Contracting Party with this paragraph 3(a) shall be binding on the Borrower. If the Contracting Party with that made by the Borrower. The Common Security Trustee's demands, notices and requests made from the Common Security Trustee in accordance with this paragraph 3(a) shall be binding on the Borrower. If th

b. The Contracting Party agrees that it will not terminate or suspend its obligations under the Assigned Agreement without giving the Common Security Trustee concurrent notice with notice(s) provided the Borrower pursuant to the applicable provisions of the Assigned Agreement, and, in the case of the termination of obligations, an opportunity to cure as provided in paragraph 3(c) and 3(d) below.

c. If (i) the Contracting Party is entitled to terminate the Assigned Agreement for an event under Sections 16.3, 16.5, 16.6 or 16.7 of the Assigned Agreement ("Termination Event"), (ii) the Contracting Party desires to terminate its obligations under the Assigned Agreement, and (iii) notice(s) with respect to clauses (i) and (ii) shall have been provided to the Common Security Trustee by the Contracting Party as provided in paragraph 3(b) above, then, and in any such case: the Common Security Trustee may elect to exercise its right to cure by providing, within thirty (30) days after the receipt by it of the notices referred to in the preceding clause (iii), to the Contracting Party, written notice stating that the Common Security Trustee has elected to exercise such right to cure (or cause to be cured), together with a written statement of the Common Security Trustee that it will promptly commence to cure (or cause to be cured) all Termination Events. If the Contracting Party is entitled to suspend performance of the Work for an event under Section 16.4 of the Assigned Agreement ("Suspension Event"), the Contracting Party may, provided that notice to the Common Security Trustee shall have been provided to the Common Security Trustee as (a) the Borrower has cured the Suspension Event or (b) the Common Security Trustee shall have been provided to the Common Security Trustee as (a) the Borrower has cured the Suspension Event or (b) the Common Security Trustee shall have been provided to be cured) such Suspension Event in accordance with paragraph 3(d). The preceding sentence shall in no way limit any rights the Contracting Party may otherwise have to terminate the Assigned Agreement, subject to the other provisions of this Consent. Notwithstanding anything to the contrary in this paragraph 3(c), in no event shall this paragraph 3(c) be interpreted to change the Contracting Party's rights to effect a cure in accordance with paragraph 3(c) for a Termination Event or Suspension Event and paragraph 3(d) for a Termina

d. The Common Security Trustee shall have a period equal to forty-five (45) days in the event of default in payment of undisputed amounts under Section 16.5 of the Assigned Agreement or ninety (90) days in other cases, after the delivery of the notice by the Common Security Trustee referred to in paragraph 3(c) in which to cure the Termination Event(s) specified in such notice; provided that if such cure of any non-payment default can only be effected through a foreclosure on the Project (as defined in the Security Agreement), then, provided that the Common Security Trustee makes, and continues to make, timely payment to the Contracting Party of all sums due under the Assigned Agreement, and, subject to paragraph 3(f) hereof, shall either make current payment to or provide the Contracting Party with assurance(s) of current payment reasonably satisfactory to the Contracting Party of all reasonable delay and incremental costs reasonably incurred by the Contracting Party thereafter, the Common Security Trustee shall have such additional reasonable period of time as is necessary to effect such foreclosure. Notwithstanding the foregoing, no such cure of a payment shall be construed as an assumption by the Common Security Trustee or any Secured Party of any covenants, agreements or obligations of the Borrower under or in respect of the Assigned Agreement.

e. If, before the Common Security Trustee shall have cured any Termination Event pursuant to paragraph 3(d), the Borrower shall have cured such Termination Event, the Contracting Party promptly shall provide the Common Security Trustee with notice of such cure and the discontinuance of such Termination Event.

f. In the event any delay and incremental costs are due and payable to the Contracting Party under the terms of this Consent, the Contracting Party shall take all reasonable steps necessary to mitigate such delay and incremental costs.

g. The Common Security Trustee's right to cure Borrower defaults under the Assigned Agreement or otherwise take action on behalf of the Borrower under this paragraph 3 shall not arise until after the initial disbursement of any of the Secured Parties' loans.

4.

a. Notwithstanding any provision in the Assigned Agreement to the contrary, in the event of the rejection or termination of the Assigned Agreement by a receiver of the Borrower or otherwise pursuant to bankruptcy or insolvency proceedings, then, provided that the Common Security Trustee shall have made payment to the Contracting Party of all sums due under the Assigned Agreement and, subject to paragraph 3(f) hereof, shall either make current payment to or provide the Contracting Party with assurance(s) of current payment reasonably satisfactory to the Contracting Party of all reasonable delay and incremental costs incurred by the Contracting Party during the period of time required for the following activities, the Contracting Party will enter into a new agreement with the Common Security Trustee or, at the Common Security Trustee's request, with the Common Security Trustee's nominee, effective as of the date of such rejection, with substantially the same covenants, agreements, terms, provisions and limitations as are contained in the Assigned Agreement; provided that the Common Security Trustee shall have made a request to the Contracting Party for such new agreement within ninety (90) days after the date the Common Security Trustee receives notice from the Contracting Party of the rejection of the Assigned Agreement and provided further that the Contracting Party shall have been provided assurances of payment and security for payment reasonably satisfactory to the Contracting Party.

b. If the Common Security Trustee or its nominee is prohibited by any process or injunction issued by any court having jurisdiction of any bankruptcy or insolvency proceeding involving the Borrower, from continuing the Assigned Agreement in place of the Borrower or from otherwise exercising any of its rights or remedies hereunder or under the Security Agreement in respect of the Assigned Agreement, then, provided that the Common Security Trustee shall have made payment to the Contracting Party of all sums due under the Assigned Agreement and, subject to paragraph 3(f) hereof, shall either make current payment to or provide the Contracting Party with assurance(s) of current payment reasonably satisfactory to the Contracting Party of all reasonable delay and incremental costs incurred by the Contracting Party thereafter, the times specified herein for the exercise by the Common Security Trustee of any right or benefit granted to it hereunder (including provided that the Common Security Trustee is diligently pursuing such rights or remedies (to the extent permitted) in such bankruptcy or insolvency proceeding or otherwise.

c. The Common Security Trustee shall not take action under this paragraph 4 until after the initial disbursement of any of the Secured Parties' loans.

Provided that an event of default by Borrower shall have occurred and be continuing pursuant to the loan documents executed in 5. connection with the Security Agreement, the Contracting Party agrees that the Common Security Trustee may (but shall not be obligated to) pursuant to the terms of the Security Agreement assume, or cause any purchaser at any foreclosure sale or any assignee or transferee under any instrument of assignment or transfer in lieu of foreclosure to assume, all of the interests, rights and all of the obligations of the Borrower thereafter arising under the Assigned Agreement, provided that as conditions precedent to or concurrent with any such assignment or transfer, (a) the Common Security Trustee shall have made or caused to be made payment to the Contracting Party of all sums due hereunder or under the Assigned Agreement, and, subject to paragraph 3(f) hereof, all reasonable delay and incremental costs incurred by the Contracting Party during the period of time preceding such assignment or transfer, if any, and (b) the assuming party shall have executed an agreement in writing to be bound by and to assume all of the obligations to the Contracting Party arising or accruing thereunder from and after the date of such assumption, and shall have provided the Contracting Party with assurances of future payment and security for future payment reasonably satisfactory to the Contracting Party. If the interests, rights and obligations of the Borrower in the Assigned Agreement shall be assumed, sold or transferred as provided herein, then the Contracting Party shall continue to perform its obligations under the Assigned Agreement in favor of the assuming party as if such party had thereafter been named as the Borrower under the Assigned Agreement; provided that if the Common Security Trustee (or any entity acting on behalf of the Common Security Trustee or any of the other Secured Parties) assumes the Assigned Agreement as provided above, such party shall not be liable for the performance of the obligations thereunder except to the extent of all of its right, title and interest in and to the Project (as defined in the Security Agreement). Notwithstanding any such assumption or disposition by the Common Security Trustee, a purchaser, an assignee or a transferee, the Borrower shall not be released or discharged from and shall remain liable for any and all of its obligations to the Contracting Party arising or accruing under the Assigned Agreement prior to such assumption and the Contracting Party retains all rights under the Assigned Agreement relating to any breach thereof by the Borrower or the assuming party. The Common Security Trustee shall not take action under this paragraph 5 until after the initial disbursement of any of the Secured Parties' loans.

6. The Contracting Party shall make all payments due to the Borrower under the Assigned Agreement to [_____], acting as the Accounts Bank to Account No. [_____], ABA No. [_____], FFC: [_____]. All parties hereto agree that each payment by the Contracting Party to the Accounts Bank of amounts due to the Borrower from the Contracting Party under the Assigned Agreement shall satisfy the Contracting Party's corresponding payment obligation under the Assigned Agreement.

7. Except for Change Orders, no amendment or modification of, or waiver by or consent of, the Borrower in respect of, any provision of the Assigned Agreement shall be effective unless the same shall be in writing, in accordance with the requirements of the Assigned Agreement, prior written notice thereof shall have been given to the Common Security Trustee and the Common Security Trustee shall have given its consent. No Change Order shall be effective unless the same shall be in writing, in accordance with the requirements of the Assigned Agreement, prior written notice thereof shall have been given to the Common Security Trustee and the Common Security Trustee shall have given its consent, provided that as between the Contracting Party and the Common Security Trustee and without derogation of the Borrower's obligations under the loan documents entered into in connection with the Security Agreement, (i) in the case of any one Change Order, prior written notice to and consent by the Common Security Trustee is not required if such Change Order would result in an increase in the Contract Price (as defined in the Assigned Agreement) in an amount less than Twenty Five Million U.S. Dollars (U.S.\$25,000,000) or (ii) in the case of a Change Order in conjunction with other Change Orders, prior written notice to and consent by the Common Security Trustee of such Change Order is not required if

such Change Orders would in themselves result in an increase in the Contract Price in an amount less than One Hundred Million U.S. Dollars (U.S.\$100,000,000), and provided further that the foregoing shall not impair any rights the Contracting Party may have to any Change Order under the Assigned Agreement. This Consent may be amended or modified only by an instrument in writing signed by the Contracting Party, the Borrower and the Common Security Trustee.

8. The Contracting Party shall deliver to the Common Security Trustee concurrently with the delivery thereof to the Borrower, a copy of the following items if and when provided by the Contracting Party to the Borrower pursuant to the Assigned Agreement: (a) notification prior to cancellation, non-renewal or a material change in the insurance coverage required under the terms of the Assigned Agreement; (b) notification of termination; (c) notification of suspension of all of the Work; (d) notification of default by the Borrower; (e) notification of claims, demands, actions or causes of actions asserted against the Contracting Party for which the Borrower has indemnification obligations; and (f) notification of request for arbitration.

9. The Contracting Party shall provide to the Common Security Trustee any information or documentation as reasonably requested by the Common Security Trustee in connection with the financing of the Borrower's obligations under the Assigned Agreement including, without limitation, the following: (a) an opinion of counsel of Contracting Party customary for a project financing with respect to the authorization, execution, delivery and enforceability, and other similar issues, of the Assigned Agreement and this Consent; (b) a certificate of an authorized officer of Contracting Party certifying that (i) all amounts due and payable under the Assigned Agreement have been paid other than those amounts payable in respect of the current invoice and (ii) no event or condition exists to the Contracting Party's current actual knowledge which constitutes a default by the Borrower under the Assigned Agreement; and (c) a copy of a certificate of good standing of, and payment of franchise taxes by, the Contracting Party issued by the Secretary of State of Delaware.

10. Notice to any party hereto shall be deemed to be delivered on the earlier of: (a) the date of personal delivery and (b) if deposited in a United States Postal Service depository, postage prepaid, registered or certified mail, return receipt requested, addressed to such party at the address indicated below (or at such other address as such party may have theretofore specified by written notice delivered in accordance herewith), upon delivery or refusal to accept delivery, in each case as evidenced by the return receipt:

The Common Security Trustee:	[] [], []
The Borrower:	Corpus Christi Liquefaction, LLC 700 Milam, Suite 1900 Houston, Texas 77002 Telephone: *** Facsimile: *** Attn: *** Email: ***
	with a copy to: Corpus Christi Liquefaction, LLC 700 Milam, Suite 1900 Houston, Texas 77002 Facsimile: *** Attn: ***
The Contracting Party:	Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: *** Attn: *** Email: [] with a copy to: Bechtel Corporation
	Bechtel Corporation 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: ***

Attn: ***

11. This Consent shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Contracting Party, the Borrower, the Common Security Trustee and the Secured Parties (provided, however, that the Contracting Party shall not assign or transfer it rights hereunder without the prior written consent of the Common Security Trustee).

12. This Consent may be executed in one or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. This Consent shall become effective at such time as the Common Security Trustee shall have received counterparts hereof signed by all of the intended parties hereto.

13. For purposes of this Consent, the term "day" or "days" shall mean calendar days unless otherwise defined herein.

14. No failure on the part of any party or any of its agents to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege hereunder shall operate as a waiver thereof (subject to any statute of limitations), and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right power or privilege.

15. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

16. The agreements of the parties hereto are solely for the benefit of the Contracting Party, the Borrower, the Common Security Trustee and the Secured Parties, and no Person (other than the parties hereto and the Secured Parties and their successors and assigns permitted hereunder) shall have any rights hereunder.

17. This Consent shall terminate upon the indefeasible payment in full of all amounts owed in connection with the Security Agreement.

18. THIS CONSENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THEREOF OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. THE CONTRACTING PARTY, THE COMMON SECURITY TRUSTEE AND THE BORROWER HEREBY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONSENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT FOR DISPUTES ARISING OUT OF OR RELATING TO THE ASSIGNED AGREEMENT WHICH WILL CONTINUE TO BE GOVERNED EXCLUSIVELY BY ARTICLE 18 OF THE ASSIGNED AGREEMENT. THE CONTRACTING PARTY, THE COMMON SECURITY TRUSTEE AND THE BORROWER IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN AN INCONVENIENT FORUM.

19. EACH OF THE CONTRACTING PARTY, THE COMMON SECURITY TRUSTEE AND THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONSENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, NONE OF THE CONTRACTING PARTY, THE COMMON SECURITY TRUSTEE, NOR THE BORROWER, SHALL BE LIABLE UNDER THIS CONSENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF REVENUES, LOSS OF

FINANCING, LOSS OR INCREASE OF BONDING CAPACITY, COSTS OF OBTAINING OR MAINTAINING FINANCING, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, OR DAMAGES OR LOSSES FOR PRINCIPAL OFFICE EXPENSES INCLUDING COMPENSATION OF PERSONNEL STATIONED THERE ("CONSEQUENTIAL DAMAGES"), AND THE CONTRACTING PARTY, THE COMMON SECURITY TRUSTEE, AND THE BORROWER DO HEREBY RELEASE EACH OTHER FROM ANY LIABILITY FOR SUCH CONSEQUENTIAL DAMAGES; PROVIDED THAT THE EXCLUSION OF LIABILITY SET FORTH IN THIS SECTION IS NOT INTENDED TO PRECLUDE RECOVERIES AS PERMITTED PURSUANT TO SECTION 20.4 OF THE ASSIGNED AGREEMENT WITH RESPECT TO OBLIGATIONS UNDER THE ASSIGNED AGREEMENT ONLY.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent as of the ______ day of ______, 20___.

[_____]

By:

Name: Title:

SIGNATURE PAGE TO EPC DIRECT AGREEMENT

BECHTEL OIL, GAS AND CHEMICALS, INC.

By: Name: Title:

SIGNATURE PAGE TO EPC DIRECT AGREEMENT

ACKNOWLEDGED and AGREED

CORPUS CHRISTI LIQUEFACTION, LLC

By:

Name:

Title:

SIGNATURE PAGE TO EPC DIRECT AGREEMENT

ATTACHMENT BB

FORM OF OWNER CONFIRMATIONS FOR STAGE 2

BB-1

SCHEDULE BB-1

FORM OF OWNER QUARTERLY CONFIRMATION

Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Attn: ***

Re: Owner Quarterly Confirmation

As of the date of this confirmation and so far as I am aware, Corpus Christi Liquefaction, LLC has sufficient funds, in an amount at least equal to the committed fund levels as required by Section 4.1B of the Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility dated [______, 20___] (the "*Agreement*"), through itself and financing to continue to fulfill its payment obligations under the Agreement, and no event has come to the attention of Corpus Christi Liquefaction, LLC which would materially and adversely affect the continued availability of such funding. This confirmation shall not be construed in any way such as to relieve Bechtel Oil, Gas and Chemicals, Inc. from its obligations and liabilities under the Agreement.

This confirmation is prepared expressly and exclusively for the use and benefit of Bechtel Oil, Gas and Chemicals, Inc.

Signature and Title of Appropriate Senior Officer of Corpus Christi Liquefaction, LLC

Date

cc: Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Attn: ***

BB-2

ATTACHMENT CC

INDEPENDENT ENGINEER ACTIVITIES FOR STAGE 2

Owner has overall responsibility to coordinate the activities of Independent Engineer, including but not limited to (i) arranging visits to Contractor's offices and to the Stage 2 Site, (ii) forwarding relevant Project reports and documentation to Independent Engineer, and (iii) transmitting comments and feedback, if any, from Independent Engineer to Contractor. Independent Engineer shall comply with all Stage 2 Site safety programs in effect while on the Stage 2 Site. With respect to the activities of Independent Engineer, Owner is responsible for the actions of Independent Engineer.

Independent Engineer shall not be entitled to issue any instruction or directive to Contractor or any of its Subcontractors or Sub-subcontractors in connection with performance of the Work. Contractor shall reasonably cooperate with Independent Engineer in the conduct of his or her duties in relation to the Liquefaction Facility and the Work, including but not limited to, the activities of Independent Engineer set forth below:

- 1. Conduct quarterly Stage 2 Site visits, including:
 - a. Evaluation of the progress of the Work against the Milestones set forth in <u>Attachment C</u>, <u>Schedule C-1</u> and the Level III CPM Schedule;
 - b. Observation of general standard of workmanship and performance of spot checks of Contractor's quality records;
 - c. Review of incurred and potential delays and proposed Recovery Schedule, if any;
 - d. Review of Contractor Permits obtained and assessment of Contractor's ability to obtain outstanding Contractor Permits;
 - e. Review and report on Contractor's health, safety and environmental compliance programs; and
 - f. Evaluation of Contractors safety statistics;
- 2. Verify Contractor's achievement of each Milestone per <u>Attachment C</u>, <u>Schedule C-1</u> (including achievement of RFSU, Ready for Performance Testing ("RFPT"), Substantial Completion and Final Completion);
- 3. Review Contractor's Monthly Progress Reports;
- 4. Monitor and review each Change Order approved by the Owner;
- 5. Review performance and/or operational test reports for each utility system and confirm satisfactory performance;
- 6. Review all necessary reports and data associated with the pre-commissioning and commissioning of the Stage 2 Liquefaction Facility;

- Review Contractor's proposed Performance Test plans and procedures and confirm compliance with Performance Test criteria specified in <u>Attachment S</u> and <u>Attachment T</u>, Applicable Codes and Standards, Applicable Law, Equipment manufacturers' recommendations, GECP, and loan documents with Lender;
- 8. Witness Performance Tests, including:
 - a. Observation of data collection procedures, instrumentation calibration and operating and testing personnel during the Performance Tests;
 - b. Verification of compliance of operational and regulatory requirements with Agreement requirements, as well as Permits;
 - c. Evaluation of compliance with Performance Guarantees and, if applicable, calculation of Liquidated Damage payments;
 - d. Review and comment to Owner on Contractor's Performance Test reports; and
 - e. Verification of data collection and calculation procedures used to adjust Performance Test results to the Performance Guarantee conditions set forth in <u>Attachment S</u> of the Agreement;
- 9. Verify that Punchlist items are complete in all material respects, as inspected and verified by Owner personnel; and
- 10. Sign and submit the Substantial Completion Certificate and Final Completion Certificate confirming that all conditions of Substantial Completion and Final Completion, as the case may be, have been achieved.

CC-2

ATTACHMENT DD

FORM OF ESCROW AGREEMENT FOR STAGE 2

THIS ESCROW AGREEMENT (this "Escrow Agreement") is entered into as of [____], 20[__] (the "Effective Date") by and among CORPUS CHRISTI LIQUEFACTION, LLC, a Delaware limited liability company ("Owner"), and BECHTEL OIL, GAS AND CHEMICALS, INC., a Delaware corporation, ("Contractor" and, together with Owner, each a "Party" and, collectively, the "Parties"), and [NAME OF ESCROW AGENT], a [jurisdiction] State bank with an office in [city___], [___] County, [___] ("Escrow Agent"). Capitalized terms used, but not otherwise defined, herein shall have the respective meanings ascribed to such terms in the EPC Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the terms of the Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Facility, dated as of [_____], 20[__], by and between Owner and Contractor (the "*EPC Agreement*"), Contractor will provide services for the engineering, procurement and construction of the Stage 2 Liquefaction Facility, and the commissioning, start-up and testing of the Liquefaction Facility; and

WHEREAS, pursuant to Section 18.4 of the EPC Agreement, Owner has the obligation, in certain circumstances, to deliver the Escrow Funds (as defined below) to be set aside in the Escrow Account pursuant to the terms of this Escrow Agreement; and

WHEREAS, Owner and Contractor have mutually agreed upon and selected Escrow Agent to serve as the escrow agent for the Escrow Funds subject to the terms and conditions of this Escrow Agreement; and

WHEREAS, Escrow Agent is willing to serve in such capacity subject to the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the Parties and Escrow Agent, intending to be legally bound, agree as follows:

1. <u>Appointment of Escrow Agent</u>. Owner and Contractor hereby appoint and designate [*Name of Escrow Agent*] as escrow agent to receive, hold, administer, invest and disburse the Escrow Funds in accordance with the terms of this Escrow Agreement. Escrow Agent hereby accepts its appointment as Escrow Agent and agrees to hold, administer, invest and disburse the Escrow Funds in accordance with the terms of this Escrow Funds in accordance with the terms of this Escrow Funds in accordance with the terms of this Escrow Funds in accordance with the terms of this Escrow Agreement.

2. <u>Delivery of the Escrow Funds</u>. Pursuant to Section 18.4 of the EPC Agreement, Owner and Contractor have agreed that Owner shall have the obligation in certain circumstances to deliver by wire transfer to Escrow Agent certain sums to be held by Escrow Agent in accordance with the terms of this Escrow Agreement (the "*Escrow Funds*"). Subject to and in accordance with the terms and conditions hereof, Escrow Agent agrees that it shall receive, hold in escrow, invest

and reinvest, and release or disburse the Escrow Funds. It is hereby expressly stipulated and agreed that all interest and other earnings on the Escrow Funds shall be added to and become a part of the Escrow Funds for all purposes, and that all losses resulting from the investment or reinvestment thereof from time to time and any amounts which may be charged thereto in accordance with Section 10 to compensate or reimburse Escrow Agent from time to time for amounts owing to it hereunder shall from the time of such loss or charge no longer constitute part of the Escrow Funds.

3. <u>Investment of the Escrow Funds</u>. Escrow Agent shall invest and reinvest the Escrow Funds in short-term U.S. government notes maturing within thirty (30) calendar days ("*Days*"), as determined by the Escrow Agent. It is understood and agreed that the Escrow Agent or its affiliates are permitted to receive additional compensation that could be deemed to be in the Escrow Agent's economic self-interest for (i) serving as investment advisor, administrator, shareholder servicing agent, custodian or sub-custodian with respect to certain of the investments; (ii) using affiliates to effect transactions in certain investments; and (iii) effecting transactions in investments.

Receipt, disbursement, investment and reinvestment of the Escrow Funds shall be confirmed by Escrow Agent within thirty (30) Days of such receipt, disbursement, investment or reinvestment by an account statement delivered to the Parties by Escrow Agent, and any discrepancies in any such account statement shall be noted by the Parties to Escrow Agent within thirty (30) Days after receipt thereof. Failure to inform Escrow Agent in writing of any discrepancies in any such account statement within said thirty (30)-Day period shall be presumed to constitute confirmation of such account statement in its entirety. For purposes of this paragraph, each account statement shall be deemed to have been received by the Party to whom directed on the earlier to occur of (i) actual receipt thereof and (ii) three (3) Business Days after the deposit thereof in the United States Mail, postage prepaid. The term "Business Day" shall mean any day of the year, excluding Saturday, Sunday and any other day on which banks are required or authorized to close in Houston, Texas.

4 . <u>Release of the Escrow Funds</u>. Escrow Agent shall disburse the Escrow Funds to Owner or Contractor, or their assigned representatives, only upon the following conditions and/or circumstances:

(a) Escrow Agent shall disburse the Escrow Funds, in whole or in part, as directed by Owner and Contractor in a notarized writing in substantially the form of Exhibit 1, attached hereto ("*Joint Notice*"), executed by authorized representatives of Owner and Contractor and setting forth, at a minimum, (i) the amount of the Escrow Funds (plus accrued interest) to be disbursed, (ii) the percentage allocation of the Escrow Funds (plus accrued interest) to be disbursed between Owner and Contractor, and (iii) the timing of when the disbursement shall occur; OR,

(b) Escrow Agent shall disburse the Escrow Funds, in whole or in part, as directed by Owner in a notarized writing delivered to Escrow Agent (with a copy by facsimile and registered mail to Contractor), in substantially the form of Exhibit 2, attached hereto ("*Owner's Notice*"), setting forth, at a minimum, (i) the amount of the Escrow Funds (plus accrued interest) to be disbursed and (ii) the timing of when the disbursement shall occur; *provided that* Contractor has not provided its objection in writing to Escrow Agent (with a copy by facsimile and registered mail provided to Owner) ("*Objection Notice*") within sixty (60) Days of receipt of Owner's Notice, such Objection Notice setting forth in reasonable detail Contractor's rationale for objecting to the disbursement

terms set forth in Owner's Notice; OR

(c) Escrow Agent shall disburse the Escrow Funds, if any, upon Escrow Agent's receipt of a court order or other legal and binding directive (including but not limited to a binding order from an arbitrator and any decision by an arbitration panel or arbitrator within the scope of Section 18.2 of the EPC Agreement) requiring Escrow Agent to disburse such Escrow Funds in accordance with the terms of such court order or directive, irrespective of whether such court order or other legal and binding directive or arbitration decision is subject to appeal or has been appealed.

5. <u>Interest</u>. Upon disbursement of the Escrow Funds pursuant to Section 4 or hereof, any interest accrued on such Escrow Funds shall be disbursed to Owner.

6. <u>Tax Matters</u>. Through execution of this Escrow Agreement, Owner and Contractor hereby each provide Escrow Agent with their respective taxpayer identification number documented on the signature page of this Escrow Agreement. Owner and Contractor shall provide Escrow Agent with the taxpayer identification number(s) of any recipient, other than Escrow Agent, of funds to be disbursed from the Escrow Funds. Owner and Contractor understand that the failure to provide such information as to any recipient may prevent or delay disbursements from the Escrow Funds and may also result in the assessment of a penalty and Escrow Agent's being required to withhold tax on any interest or other income earned on the Escrow Funds. Any payments of income shall be subject to applicable withholding regulations then in force in the United States or any other jurisdiction, as applicable. Solely for purposes of ensuring the regular payment of taxes upon Escrow Funds, the Parties agree that Owner shall be treated as the owner of the Escrow Funds for federal and state income tax purposes and that Owner shall include in taxable income the earnings on the Escrow Funds.

7. Limited Liability of Escrow Agent. In performing its duties under this Escrow Agreement or upon the claimed failure to perform its duties hereunder, Escrow Agent shall have no liability except for Escrow Agent's willful misconduct or gross negligence. The Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. The Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein or in any notice given to it under this Escrow Agreement in accordance with Section 11 hereof. The Escrow Agent shall be entitled to rely upon and shall be protected in acting upon any request, instructions, statement or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the Person or Parties purporting to sign the same and to conform to the provisions of this Escrow Agreement. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. The Escrow Agent shall not be obligated to take any legal action or to commence any proceeding in connection with the Escrow Funds or to appear in, prosecute or defend any such legal action or proceedings. The Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability and shall be fully protected from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel.

Owner and Contractor, jointly and severally, shall promptly pay, upon demand (in accordance with the procedures set forth in Section 10 hereof), the reasonable fees and expenses of any such counsel; *provided, however*, Owner and Contractor agree that such fees and expenses shall be borne equally between Owner and Contractor. The Escrow Agent shall have no obligations or responsibilities in connection with the EPC Agreement, or any other agreement between the Parties, other than this Escrow Agreement.

8. <u>Right of Interpleader</u>. Should any controversy arise involving the Parties and Escrow Agent, or any of them or any other person, firm or entity with respect to this Escrow Agreement or the Escrow Funds, or should a substitute escrow agent fail to be designated as provided in Section 14 hereof, or if Escrow Agent should be in doubt as to what action to take, Escrow Agent shall have the right, but not the obligation, either to (i) withhold delivery of the Escrow Funds until the controversy is resolved, the conflicting demands are withdrawn or its doubt is resolved or (ii) institute a petition for interpleader in a court in Harris County, Texas to determine the rights of the Parties and Escrow Agent. Should a petition for interpleader be instituted, or should Escrow Agent be threatened with litigation or become involved in litigation in any manner whatsoever in connection with this Escrow Agreement or the Escrow Funds, Owner and Contractor hereby jointly and severally agree to reimburse Escrow Agent for its reasonable attorneys' fees and any and all other reasonable expenses, losses, costs and damages incurred by Escrow Agent in connection with or resulting from such threatened or actual litigation prior to any disbursement hereunder, except to the extent that any such expense, loss, cost or damage results from the willful misconduct or gross negligence of Escrow Agent.

9 . Exculpation of Escrow Agent. It is agreed that the duties of Escrow Agent are herein specifically provided and are purely ministerial in nature, and that Escrow Agent shall incur no liability whatsoever except for its willful misconduct or gross negligence, so long as Escrow Agent is acting in good faith. The Parties do hereby release Escrow Agent from any liability for any error or judgment or for any act done or omitted to be done by Escrow Agent in good faith performance of its duties hereunder and do each, jointly and severally, indemnify Escrow Agent against, and agree to hold harmless, save and defend Escrow Agent from, any costs, liabilities, and expenses incurred by Escrow Agent in serving as Escrow Agent hereunder and in faithfully discharging its duties and obligations hereunder.

1 0. <u>Compensation and Reimbursement of Expenses</u>. The Parties shall compensate Escrow Agent for its services hereunder in accordance with <u>Exhibit 3</u> attached hereto and, in addition, shall reimburse Escrow Agent for all of its reasonable out-of-pocket expenses incurred in the performance of its duties and enforcement of its rights hereunder and otherwise in connection with the preparation, operation, administration and enforcement of this Escrow Agreement, including, without limitation, attorneys' fees, brokerage costs and related expenses incurred by Escrow Agent (collectively, the "*Fees*"). All of the compensation and reimbursement obligations set forth in this Section 10 shall be payable within ten (10) Business Days following the Parties' receipt of notice from Escrow Agent that such payment should be made. The Parties agree that the Fees shall be borne equally by the Parties and the Fees may be deducted from the Escrow Funds. Solely in the event and to the extent that the Parties shall have failed to provide payment to Escrow Agent within the (10) Business Day period set forth in the preceding sentence, Escrow Agent is authorized

to disburse to itself from the Escrow Funds the amount(s) not paid, subject to Escrow Agent's restoration of such payment to the Escrow Funds should the applicable payment be later received by Escrow Agent.

11. <u>Notices</u>. All notices, communications and deliveries under this Escrow Agreement will be made in writing signed by or on behalf of the party making the same, will specify the Section under this Escrow Agreement pursuant to which it is given or being made, and will be delivered (i) by facsimile, (ii) by personal delivery or (iii) by express air courier, return receipt requested (with evidence of delivery and postage and other fees prepaid) as follows:

If to Escrow Agent:

[Name of Escrow Agent]	
[Address]	
Attn: []
Facsimile: []
Telephone No.: []

If to Owner:

Corpus Christi Liquefaction, LLC 700 Milam Street, Suite 1900 Houston, Texas 77002 Facsimile: *** Attn: ***

with a copy to:

Corpus Christi Liquefaction, LLC 700 Milam Street, Suite 1900 Houston, Texas 77002 Facsimile: *** Attn: ***

If to Contractor:

Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: *** Attn: ***

with a copy to:

Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: *** Attn: ***

Except to the extent otherwise provided in the second paragraph of Section 3 herein, delivery of any communication given in accordance herewith shall be effective only upon actual receipt thereof by the party or parties to whom such communication is directed. The Parties or Escrow Agent may change the address to which communications hereunder are to be directed by giving written notice to the other parties hereto in the manner provided in this Section 11. All signatures of the parties to this Escrow Agreement may be transmitted by facsimile, and such facsimile will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

12. <u>Authorization</u>. Each Party to this Agreement, on behalf of itself and the Escrow Agent, on behalf of itself, acknowledges and represents that the signatories for each Party and the Escrow Agent to this Escrow Agreement have the requisite authorization to bind the Parties and Escrow Agent hereto.

13. <u>Choice of Laws; Cumulative Rights</u>. This Escrow Agreement shall be governed by, and construed in accordance with, the laws of the state of Texas, without giving effect to the principles thereof relating to conflicts of law. All of Escrow Agent's rights hereunder are cumulative of any other rights it may have at law, in equity or otherwise. The Parties and Escrow Agent agree that the forum for resolution of any dispute arising under this Escrow Agreement shall be in a court in Harris County, Texas.

14. <u>Resignation or Removal of Escrow Agent</u>. Escrow Agent may resign from the performance of its duties hereunder at any time by providing thirty (30) Days' prior written notice to Owner and Contractor or may be removed, with or without cause, by Owner and Contractor, acting jointly, at any time by providing thirty (30) Days' prior written notice to Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor escrow agent as provided herein. Upon any such notice of resignation or removal, Owner and Contractor, acting jointly, shall appoint a successor escrow agent hereunder, which shall be a commercial bank, trust company or other financial institution with a combined capital and surplus in excess of \$100,000,000, unless otherwise agreed by Owner and Contractor as evidenced by written instructions executed by Owner and Contractor. Upon the acceptance in writing of any appointment as Escrow Agent hereunder by a successor escrow agent: (i) the retiring Escrow Agent shall deliver the Escrow Funds to the successor escrow agent, (ii) such successor escrow agent shall the rights, powers, privileges and duties of the retiring Escrow Agent, and (iii) the retiring Escrow Agent shall be discharged from its duties and obligations under this Escrow Agreement, but shall not be discharged from any liability for actions taken as Escrow Agent hereunder prior to such succession. After any retiring Escrow Agent's resignation or removal, the

provisions of this Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Escrow Agreement. If Owner and Contractor fail to designate a substitute escrow agent within ten (10) Business Days after receiving a notice of Escrow Agent's resignation or delivering to Escrow Agent a notice of removal, Escrow Agent may institute a petition for interpleader. Escrow Agent's sole responsibility after such ten (10) Business Day notice period expires shall be to hold the Escrow Funds (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time of delivery Escrow Agent's obligations hereunder shall cease and terminate.

15. Assignment. This Escrow Agreement shall not be assigned without the prior written consent of the non-assigning party hereto, except Owner may assign this Escrow Agreement, in whole or in part, to any of its Affiliates or Lender without Contractor's or Escrow Agent's consent. When duly assigned in accordance with the foregoing, this Escrow Agreement shall be binding upon and shall inure to the benefit of the assignee; *provided that* any assignment by a party pursuant to this Section 15 shall not relieve such assigning party of any of its obligations under this Escrow Agreement. Any assignment not in accordance with this Section 15 shall be void and without force or effect, and any attempt to assign this Escrow Agreement in violation of this provision shall grant the non-assigning party the right, but not the obligation, to terminate this Escrow Agreement at its option for default.

16. <u>Severability</u>. If one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Escrow Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and the remaining provisions hereof shall be given full force and effect.

17. <u>Termination</u>. This Escrow Agreement shall terminate upon the disbursement, in accordance with Sections 4, 8 or 14 hereof, of the Escrow Funds in full; *provided, however*, that in the event all Fees required to be paid to Escrow Agent hereunder are not fully and finally paid prior to termination, the provisions of Section 10 hereof shall survive the termination hereof and, *provided further*, that the last sentence of Section 8 hereof and the provisions of Section 9 hereof shall, in any event, survive the termination hereof.

18. <u>General</u>. The section headings contained in this Escrow Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Escrow Agreement. This Escrow Agreement and any affidavit, certificate, instrument, agreement or other document required to be provided hereunder may be executed in two (2) or more counterparts, each of which shall be deemed an original instrument, but all of which taken together shall constitute one and the same instrument. Unless the context shall otherwise require, the singular shall include the plural and vice-versa, and each pronoun in any gender shall include all other genders. The terms and provisions of this Escrow Agreement constitute the entire agreement among the Parties and Escrow Agent in respect of the subject matter hereof, and neither the Parties nor Escrow Agent has relied on any representations or agreements of the other, except as specifically set forth in this Escrow Agreement. This Escrow Agreement or any provision hereof may be amended, modified, waived

or terminated only by written instrument duly signed by the Parties and Escrow Agent. This Escrow Agreement shall inure to the benefit of, and be binding upon, the Parties and Escrow Agent and their respective heirs, devisees, executors, administrators, personal representatives, successors, trustees, receivers and permitted assigns. This Escrow Agreement is for the sole and exclusive benefit of the Parties and Escrow Agent, and nothing in this Escrow Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement to be effective as of the Effective Date.

Owner:

CORPUS CHRISTI LIQUEFACTION, LLC

By:	
Name:	
Title:	
Tax Identification	
#:	
Contractor:	
BECHTEL OIL, GAS	AND CHEMICALS, INC.
Dyn	
By:	

Name:	
Title:	
Tax Identification #:	

Escrow Agent:

[NAME OF ESCROW AGENT]

By:	
Name:	
Title:	

Exhibit 1

Form of Joint Notice

[Name of Escrow Agent] [Address] Attn: [____]

Re: Escrow Agreement, dated [____], 20[__], by and among Corpus Christi Liquefaction, LLC ("*Owner*"), Bechtel Oil, Gas, and Chemicals, Inc. ("*Contractor*") and [Name of Escrow Agent] ("*Escrow Agent*") (the "*Escrow Agreement*")

Dear [____]:

Pursuant to Section 4(a) of the Escrow Agreement, Owner and Contractor hereby certify that [\$U.S.____] of the Escrow Funds (the "*Released Escrow Funds*"), plus any accrued interest thereon, should be released from the Escrow Account and disbursed to [Owner/Contractor/Owner and Contractor], as set forth below. Capitalized terms used, but not otherwise defined, herein shall have the respective meanings ascribed to such terms in the Escrow Agreement.

Owner and Contractor hereby direct Escrow Agent to release and disburse such Released Escrow Funds by wire transfer in immediately available funds, within[_] ([_]) Days of receipt of this notice, as follows: [(i)] [\$U.S._____] of the Released Escrowed Funds, plus accrued interest thereon, to[_____] to the following account [list account information including name of recipient, name of recipient's financial institution, account number, and ABA routing number] [and (ii) [\$U.S. _____] of the Released Escrowed Funds, plus accrued interest thereon, to[_____] to the following account [list account information including name of recipient, name of recipient's financial institution, account number, and ABA routing number].]

This Joint Notice may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Joint Notice. A facsimile or photocopy of any signature shall have the same force and effect as an original. This Joint Notice shall be effective as of the date first written above once the counterparts of the Joint Notice have been signed and delivered by all the parties set forth below.

Very truly yours,

Owner:

CORPUS CHRISTI LIQUEFACTION, LLC

By: ______Name:

Title:

Contractor

BECHTEL OIL, GAS AND CHEMICALS, INC.

By:

Name:

Title:

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[Date]

cc: [_____] State of [_____] County of [_____]

This instrument was acknowledged before me on [Date] by [Name of Officer], [Title of Officer] of [Name of entity acknowledging], a [jurisdiction] [type of entity], on behalf of said [type of entity].

Commission expires:

Notary Public's signature

(Notary stamp or seal)

Exhibit 2

Form of Owner's Notice

[Name of Escrow Agent] [Address] Attn: [____]

Re: Escrow Agreement, dated [____], 20[_], by and among Corpus Christi Liquefaction, LLC ("*Owner*"), Bechtel Oil, Gas and Chemicals, Inc. ("*Contractor*") and [Name of Escrow Agent] ("*Escrow Agent*") (the "*Escrow Agreement*")

Dear [____]:

Pursuant to Section 4(b) of the Escrow Agreement, Owner hereby certifies that **[\$U.S.____]** of the Escrow Funds (the "*Released Escrow Funds*"), plus any accrued interest thereon, should be released from the Escrow Account and disbursed to **[Owner]** [Name of Other Recipient], as set forth below. Capitalized terms used, but not otherwise defined, herein shall have the respective meanings ascribed to such terms in the Escrow Agreement.

Owner hereby directs Escrow Agent to release and disburse such Released Escrowed Funds, plus accrued interest thereon, by wire transfer in immediately available funds, within [_] ([_]) days of receipt of this notice, as follows (*provided that* Escrow Agent has not received, within sixty (60) Days of receipt of this notice, written notice from Contractor of its objection to the terms of this notice):

Corpus Christi Liquefaction, LLC [Name of Financial Institution] [City, State] Account No.: [____] ABA Routing No.: [___] Amount: U.S.\$[___]

Very truly yours,

Owner:

CORPUS CHRISTI LIQUEFACTION, LLC

By:

 Name:

 Title:

cc: Bechtel Oil, Gas and Chemicals, Inc. 3000 Post Oak Boulevard Houston, Texas 77056 Attn: [____]

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[Date]

State of [___] County of [___]

This instrument was acknowledged before me on [Date] by [Name of Officer], [Title of Officer] of [Name of entity acknowledging], a [jurisdiction] [type of entity], on behalf of said [type of entity].

Commission expires:

Notary Public's signature

(Notary stamp or seal)

Exhibit 3

Fee Schedule

ATTACHMENT EE

PROVISIONAL SUMS FOR STAGE 2

EE-1

Schedule EE-1

Provisional Sums to be Fixed Based on Notice to Proceed

1 INTRODUCTION

The Currency Provisional Sum and Fuel Provisional Sum shall be adjusted by mutually agreed Change Order as described below. Upon adjustment of the Contract Price pursuant to this <u>Schedule EE-1</u>, the Aggregate Provisional Sum shall also be reduced to reflect any Provisional Sums that have been fixed by mutually agreed Change Order.

1.1 Currency Provisional Sum

The Aggregate Provisional Sum contains a Provisional Sum of *** U.S. Dollars (U.S.\$***) based the following foreign (non-U.S. Dollar) currencies included in the Contract Price ("*Currency Provisional Sum*") at the listed value and exchange rate to the U.S. Dollar:

FOREIGN CURRENCY VALUE IN FOREIGN CURRENCY		EXCHANGE RATE	
EURO	€ ***	*** USD TO EURO	
GBP	£ ***	*** USD TO GBP	

On the date Owner issues the NTP, the Contract Price shall be subject to an upward or downward adjustment by Change Order to account for currency fluctuations. The EURO adjustment will be determined no later than two banking days from NTP by multiplying (a) the difference of the Contractor actual secured hedge rate ("*Bechtel Treasury Secured Hedge Rate*") and the above listed exchange rate ("*Contract Exchange Rate*") by (b) the corresponding value in EURO listed above ("*Value of Foreign Currency*"). The Bechtel Treasury Secured Hedge Rate will be determined by taking a weighted average of the forward contracts entered into by Contractor and any spot contracts entered into by Contractor during the period between LNTP No. 1 and NTP.

The GBP adjustment will be determined by multiplying (a) the difference of the New York 12:30 PM exchange rate as quoted by Bloomberg on the following website:

http://www.bloomberg.com/markets/currencies/fx-fixings

on the date Owner issues NTP ("*NTP Exchange Rate*") and the above listed exchange rate ("*Contract Exchange Rate*") by (b) the value in corresponding value in foreign currency listed above ("*Value of Foreign Currency*").

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For clarity, the Contract Price and the Aggregate Provisional Sum adjustments shall be the cumulative sum of the adjustment for each currency and the adjustment for each currency shall be:

EURO Adjustment = [Value of Foreign Currency x [Bechtel Treasury Secured Hedge Rate - Contract Exchange Rate]]

GBP Adjustment = [Value of Foreign Currency x [NTP Exchange Rate - Contract Exchange Rate]]

1.2 Fuel Provisional Sum

The Aggregate Provisional Sum contains a Provisional Sum of *** U.S. Dollars (U.S.\$***) ("*Fuel Provisional Sum*") for price fluctuation in the cost of gasoline and diesel fuels to be used during construction, commissioning, and start up of the Stage 2 Liquefaction Facility. The baseline index value from each of the selected indices is as of the week ending July 8, 2013:

Figure 1

<u>FUEL TYPE</u>	VALUE IN ESTIMATE*	BASELINE INDEX VALUE
Gasoline	\$ ***	3.42
Diesel	\$ ***	3.76

* Estimate refers to the Fuel Provisional Sum, which is based on the estimated quantities.

On the date Owner issues the NTP, the Contract Price shall be subject to an upward or downward adjustment by Change Order for each of the following fuel types: (i) gasoline and (ii) road diesel listed above for any change in the index value, at the nearest weekly datum, as published by the US Energy Information Administration (EIA) for the Gulf Coast Region for each specific fuel type (See Figure 2). The adjustment for each fuel type will be determined by subtracting the baseline index value from the corresponding NTP index value (which is the index value on the date of NTP) and then dividing that result by the baseline index value and multiplying the result by the value in Fuel Provisional Sum for each of the fuel types listed in Figure 1. For clarity:

$$Adjustment = \left[\left[\frac{Index \ Value \ on \ NTP - Baseline \ Index \ Value}{Baseline \ Index \ Value} \right] x [Value \ in \ Estimate] \right]$$

The indices are as follows for the specific fuel types:

Figure 2

<u>FUEL</u> Gasoline Diesel INDEX US EIA Weekly Gulf Coast Regular All Formulations Retail Gasoline Prices US EIA Weekly Gulf Coast No 2 Diesel Retail Prices

For avoidance of doubt, Contractor bears the risk of determining the correct quantity of fuel for the Work as of the Contract Date, and this <u>Schedule EE-1</u> shall not entitle Contractor to any Contract Price adjustments on account of increases in the actual fuel quantity used for the Work as of the Contract Date.

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SCHEDULE EE - 2

Provisional Sums to be Adjusted during Project Execution

2 INTRODUCTION

The 9% Nickel and Cryogenic-Rebar Provisional Sum, the Operating Spare Parts Provisional Sum and the Insurance Provisional Sum shall be adjusted by mutually agreed Change Order as described below. Upon adjustment of the Contract Price pursuant to this <u>Schedule EE-2</u>, the Aggregate Provisional Sum shall also be reduced to reflect any Provisional Sums that have been fixed by mutually agreed Change Order.

2.1 9% Nickel and Cryogenic-Rebar Provisional Sum

The Aggregate Provisional Sum contains a Provisional Sum of *** U.S. Dollars (U.S.\$***) for the purchase, fabrication and delivery of the 9% Nickel and Cryogenic Rebar required for the LNG Tank ("9% Nickel and Cryogenic-Rebar Provisional Sum"). This Work is more specifically defined in the table below:

Activity	Quantity	UOM	Value
Inner Tank Purchase	1,771.4	Metric Tons	\$***
Thermal Corner Protection	258.6	Metric Tons	\$***
Fabrication			\$***
Freight to Shop			\$***
Cryogenic Rebar	605.11	Metric Tons	\$***
9% Nickel and Cryogenic Rebar Provisional Sum			\$***

If the actual cost charged to Contractor for the purchase, fabrication and delivery under the Agreement is less than the 9% Nickel and Cryogenic-Rebar Provisional Sum, Owner shall be entitled to a Change Order reducing the Contract Price by such difference and *** (***%) of such difference. If the actual cost incurred by Contractor for the purchase, fabrication and delivery of the 9% Nickel and Cryogenic Rebar under the Agreement is greater than the 9% Nickel and Cryogenic Rebar Provisional Sum, Contractor shall be entitled to a Change Order increasing the Contract Price by such difference, plus *** (***%) of such difference.

The 9% Nickel and Cryogenic Rebar Provisional Sum, as of the Contract Date, is based on the Work description and quantities set forth in the table specified in this Section 2.1. The quantity and price line item detail supporting the 9% Nickel and Cryogenic Rebar Provisional Sum is contained on document no. 25744-400-G38-GAB-00002. No later than thirty (30) Days prior to shipment of the 9% Nickel and Cryogenic Rebar to Site, Contractor shall provide to Owner the actual cost charged to Contractor for the purchase, fabrication and delivery of such material along with adequate supporting documentation of such actual cost charged (including an updated document no.

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25744-400-G38-GAB-00002 with final comparative information) in order that a Change Order may be prepared.

2.2 Operating Spare Part Provisional Sum

The Aggregate Provisional Sum contains a Provisional Sum of *** U.S. Dollars (U.S.\$***) for supply and delivery of Operating Spare Parts ("*Operating Spare Part Provisional Sum*"). If the actual cost charged to Contractor for the supply and delivery of Operating Spare Parts provided to Owner under this Agreement is less than the Operating Spare Part Provisional Sum, Owner shall be entitled to a Change Order reducing the Contract Price by such difference and *** (***%) of such difference. If the actual cost for the supply and delivery of Operating Spare Parts provided to Owner under this Agreement is greater than the Operating Spare Part Provisional Sum, Contractor shall be entitled to a Change Order increasing the Contract Price by such difference, plus *** (***%) of such difference.

2.3 Insurance Provisional Sum

- A. The Aggregate Provisional Sum contains a Provisional Sum of *** U.S. Dollars (U.S.\$***) ("*Insurance Provisional Sum*") for the cost of insurance premiums for the insurance required to be provided by Contractor in accordance with <u>Attachment O</u> (other than workers compensation and employer liability insurance) (the "*Project Insurances*"). Such Insurance Provisional Sum shall be adjusted on an interim basis in accordance with Section 2.3B below. Subsequently, the Actual Insurance Cost Procedure outlined in Section 2.3C below will further adjust the Contract Price pursuant to a Change Order.
- B. Interim Adjustment. No later than ninety (90) Days after NTP, Contractor shall inform Owner in writing of the anticipated actual cost of the insurance premiums for the Project Insurances (the "Anticipated Actual Insurance Cost"), which Anticipated Actual Insurance Cost shall be reasonably documented by Contractor. Upon written request by Owner or Contractor, Owner and Contractor shall execute a Change Order in accordance with Article 6 of the Agreement to amend the Insurance Provisional Sum amount in the Agreement to the Anticipated Actual Insurance Cost. Following such interim adjustment (if any), the Insurance Provisional Sum adjustment shall be provided per Section 2.3C below.
- C. Actual Insurance Cost. Prior to Final Completion but no earlier than Substantial Completion of Subproject 3, Contractor shall inform Owner in writing of the actual cost of the insurance premiums charged to Contractor by the Contractor's insurance carriers for the Project Insurances (the "Actual Insurance Cost"). Should such Project Insurances also provide coverage under the Stage 1 EPC Agreement, Contractor shall allocate the insurance premiums for such Project Insurances such that the Stage 1 EPC Agreement and this Agreement bear their pro rata share of premium in accordance with each project's pro rata share of exposure, or pursuant to an allocation methodology mutually agreed by Contractor and Owner. Contractor shall provide backup documentation, as applicable, to reasonably substantiate such Actual Insurance Cost and Contractor's payment thereof. Owner and Contractor shall execute a Change Order to the Agreement in accordance with Article 6 of the Agreement as follows:

- (i) If the Actual Insurance Cost is less than the amount paid to Contractor for the Insurance Provisional Sum, Owner shall be entitled to a Change Order under the Agreement reducing the Contract Price by such difference.
- (ii) If the Actual Insurance Cost is greater than the amount paid to Contractor for the Insurance Provisional Sum, Contractor shall be entitled to a Change Order under the Agreement increasing the Contract Price by such difference.
- D. Contractor shall be responsible for the placement of the Project Insurances required to be provided by Contractor in accordance with <u>Attachment O</u>, *provided that* Contractor shall reasonably cooperate with Owner to minimize such Anticipated Actual Insurance Cost and such Actual Insurance Cost to the extent reasonably practicable.
- E. The Contract Price has been based upon naming the Owner Group as additional insureds on the commercial general liability and umbrella or excess liability policies specified in Section 1.A.2 and 1.A.4 of <u>Attachment O</u> and providing sudden and accidental pollution liability coverage (including clean up on or off the Site) under such commercial general liability policy. Accordingly, should (i) the insurance provider(s) charge any additional premium for naming the Owner Group as named insureds under such policies as compared to naming the Owner Group as additional insureds or (ii) Contractor not be able to procure such sudden and accidental liability coverage and, instead, is required to procure a stand-alone pollution policy, Contractor shall be entitled to a Change Order increasing the Insurance Provisional Sum in the actual amount of such increased premium associated with naming the Owner Group as named insureds or procure as named insureds or procure for policy.

ATTACHMENT FF

FORM OF PARENT GUARANTEE FOR STAGE 2

[On Guarantor letterhead]

This guarantee and indemnity agreement (hereinafter referred to as the "Guarantee") effective on this the [__] day of [___], 20[_], is entered into by **BECHTEL GLOBAL ENERGY, INC.**, a corporation organized and existing under the laws of the state of Delaware, United States of America, having its registered office located at 50 Beale Street, San Francisco, California, 94105-1845 U.S.A. (hereinafter referred to as "Guarantor"), in favor of Corpus Christi Liquefaction, LLC (hereinafter referred to as "Owner").

In consideration of Owner entering into an Amended and Restated Engineering, Procurement and Construction agreement between Owner and Guarantor's wholly owned affiliate **BECHTEL OIL, GAS AND CHEMICALS, INC**. ("**Contractor**") for the Stage 2 Liquefaction Project and dated the [__] day of [___], 20[_] ("Agreement") and accepting this Guarantee in respect of such Agreement it is agreed as follows:

- 1. In this Guarantee:
 - (a) unless otherwise defined herein, terms defined in the Agreement have the same meanings when used herein; and
 - (b) references to the "Agreement" mean the relevant Agreement as supplemented, amended or extended from time to time.

2. Guarantor hereby covenants and agrees unconditionally and irrevocably with Owner, its successors and assigns that:

- (a) The Contractor shall properly and diligently observe the provisions of and perform its obligations and discharge its liabilities, whether actual or contingent, now or hereafter arising under or in connection with the Agreement (whether arising by way of payment, indemnity or otherwise) ("Guaranteed Obligations").
- (b) If Contractor fails to perform or defaults in any manner whatsoever in the due and proper performance of any Guaranteed Obligations, or commits any breach of any Guaranteed Obligations, the Guarantor shall, forthwith upon written request from Owner so to do, secure or cause (including, as may be necessary, by contracting with a third party) the assumption and proper and diligent performance and discharge of those Guaranteed Obligations remaining unfulfilled.
- (c) Guarantor shall pay to Owner on demand all monies due and owing by Contractor to Owner under the Agreement or pursuant to any claims made by Owner arising under or in connection with the Agreement.

3. This Guarantee shall be given as a primary obligation of Guarantor and not merely as surety and accordingly Owner shall not be obliged before enforcing this Guarantee to: (i) take any action in court or by way of arbitration or otherwise against Contractor; (ii) to take enforcement action or make any claim against or any demand on Contractor or exhaust any remedies against Contractor;

(iii) to enforce any other security held by Owner in respect of the Guaranteed Obligations of Contractor under the Agreement; or (iv) to exercise any diligence against Contractor.

4. As a separate and independent obligation, Guarantor shall, on demand, indemnify and hold Owner harmless from and against any and all losses, damages, liability and expenses, of whatsoever nature (including, without limitation, all legal fees and expenses on an indemnity basis) suffered or incurred by Owner:

- (a) in any way connected with: (i) any breach by Contractor of any Guaranteed Obligation and/or (ii) any breach by the Guarantor of any obligations in this Guarantee, whether or not any such breach is caused, in whole or in part, by negligence of Guarantor; and
- (b) if any of the Contractor's Guaranteed Obligations is or becomes unenforceable, invalid or illegal, the amount of loss, damage, liability or expense shall be equal to the amount which Owner would otherwise have been entitled to recover from the Contractor, had such Guaranteed Obligations been fully enforceable.

5. Notwithstanding any other provision of this Guarantee, but except in relation to any expenses and legal fees referred to in paragraph 4(a) or any Insolvency Event of Contractor, the Guarantor shall not have any greater liability to Owner than Guarantor would have had to Owner under the Agreement had Guarantor been an original party to the Agreement in place of Contractor and the Agreement been fully enforceable. Guarantor shall be entitled in respect of the obligations, duties, and liabilities under this Guarantee to raise, and rely as though it was the Contractor on, any claims, rights, privileges, defenses, excuses or limitations available to the Contractor under the Agreement, provided that any award or judgment between Contractor and Owner under the Agreement (whether in arbitration or litigation, by default or otherwise) shall be conclusive and binding for the purposes of determining Guarantor's obligations under the Guarantee but no such judgment shall be required to enforce the Guarantor's obligations under this Guarantee.

6. This Guarantee shall be in addition to, and not in substitution for, and will not merge with, any rights or remedies that Owner may have against the Contractor arising under the Agreement or otherwise, and the Guarantor shall not be released from the obligations hereunder by reason of any time or forbearance granted by Owner to the Contractor or the Guarantor. This Guarantee is a continuing guarantee and indemnity and extends to any and all of the Contractor' Guaranteed Obligations under or arising in connection with the Agreement.

7. The Guarantor makes the following representations and warranties:

- (a) It has the power to enter into and perform its obligations under this Guarantee;
- (b) It has taken all necessary corporate action to authorize the entry into and performance of this Guarantee and to carry out the transactions and discharge the obligations contemplated by this Guarantee; and
- (c) This Guarantee is its valid and binding obligation enforceable in accordance with its terms, and Guarantor acknowledges and agrees that the Owner has agreed to enter into the Agreement and to accept this Guarantee in reliance on these representations and warranties.

8. If any payment by the Contractor or the Guarantor or any other surety or discharge given by the Owner is avoided or reduced as a result of insolvency or similar event (a) the liability of the Guarantor shall continue as if the payment or discharge had not occurred, and (b) the Owner shall be entitled to recover the value or amount of that security or payment from the Guarantor as if the payment or discharge had not occurred.

9. The liability of the Guarantor hereunder shall not in any way be reduced, released, discharged, diminished or affected by:

- (a) The granting of any waiver, time or indulgence to the Guarantor or to the Contractor by Owner;
- (b) The effecting of any compromise, discharge or release whatsoever with Contractor by the Owner or any other person;
- (c) Suspension or termination (in whole or in part) of Contractor's services or work under the Agreement;
- (d) Any breach of the Agreement by Owner or any other thing done or neglected to be done by Owner;
- (e) Any lack of power, authority or legal personality or change in the constitution or business organization of Contractor or the illegality of any relevant contracts or obligation;
- (f) Any variation to the scope of work or services under the Agreement (including, without limitation, by way of a Change Order);
- (g) The amendment, novation, supplement or extension of any terms or conditions of the Agreement by Owner;
- (h) Any disability, incapacity, insolvency, administration or similar proceedings with respect to the Contractor;
- (i) Any reorganization, change in ownership, merger, consolidation, change in status or like arrangement in respect of either Contractor or Guarantor;
- (j) Any assignment of this Guarantee or the Agreement, or the granting or creation of any mortgage, pledge, charge or other encumbrance over or in respect of this Guarantee or the Agreement or any of Owner's rights or benefits under or pursuant to this Guarantee or the Agreement; or
- (k) Any act, omission, matter or thing which, but for this Paragraph 9, would reduce, release, discharge, diminish or affect any of Guarantor's obligations under this Guarantee.

10. All payments under this Guarantee shall be made to the account specified in the relevant demand of the Agreement and shall be made free of any withholding or deduction and the Guarantor shall have no right of set-off, deduction, abatement or counterclaim except for those rights it exercises on behalf of Contractor under the Agreement.



11. Any notices or communications to be made by the Guarantor or Owner to the other under or in connection with this Guarantee shall be in writing and made to the other at the following addresses:

The Guarantor:

Bechtel Global Energy, Inc. 3000 Post Oak Blvd. Houston, Texas 77056 Phone: *** Facsimile: *** Attn: ***

With a copy to:

Bechtel Global Energy, Inc. 3000 Post Oak Blvd. Houston, Texas 77056 Phone: *** Facsimile: ***

Attn: ***

The Owner:

Corpus Christi Liquefaction, LLC 700 Milam, Suite 1900 Houston, Texas 77002 Facsimile ***

Attn: ***

With a copy to:

Corpus Christi Liquefaction, LLC 700 Milam, Suite 1900 Houston, Texas 77002 Facsimile *** Attn: ***

Any notice or communication delivered or made by one person to the other under this Guarantee shall be effective:

- (a) If by way of facsimile, when received as evidenced by confirmation; or
- (b) If by way of letter, when it has been left at the relevant address.

12. Any provision of this Guarantee which is prohibited, illegal, invalid or unenforceable in any jurisdiction is ineffective as to that jurisdiction only to the extent of the prohibition, illegality, invalidity or unenforceability and will not invalidate any other provision of the Guarantee so long as the material purposes of this Guarantee can be determined and effectuated.



13. The Guarantor shall, promptly on demand, pay to the Owner the amount of all costs, charges and expenses incurred in connection with the enforcement or exercise of any rights under this Guarantee.

14. No failure to exercise, nor delay in exercising, any right or remedy under this Guarantee shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of any right or remedy.

15. This Guarantee shall be governed by and construed in accordance with the laws of the state of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of Texas.

16. Any claim, dispute or controversy arising out of or relating to this Guarantee (including, without limitation, the construction, validity, interpretation, termination, enforceability or breach of this Guarantee, or the relationship of the Parties established by this Guarantee, and whether or not arising out of tort or contract) ("Dispute") shall be decided by final and binding arbitration. Such arbitration shall be held in Houston, Texas, unless otherwise agreed in writing by the Parties, shall be administered by the Dallas, Texas office of the American Arbitration Association ("AAA") and shall, except as otherwise modified by this Section 7, be governed by the AAA's Construction Industry Arbitration Rules and Mediation Procedures (including Procedures for Large, Complex Construction Disputes) (the "AAA Rules"). The number of arbitrators required for the arbitration hearing shall be determined in accordance with the AAA Rules. The arbitrator(s) shall determine the rights and obligations of the Parties according to the substantive law of the state of Texas, excluding its conflict of law principles, as would a court for the state of Texas; provided, however, the law applicable to the validity of the arbitration clause, the conduct of the arbitration, including resort to a court for provisional remedies, the enforcement of any award and any other question of arbitration law or procedure shall be the Federal Arbitration Act, 9 U.S.C.A. § 2. Issues concerning the arbitrability of a matter in dispute shall be decided by a court with proper jurisdiction. The Parties shall be entitled to engage in reasonable discovery, including the right to production of relevant and material documents by the opposing Party and the right to take depositions reasonably limited in number, time and place; provided that in no event shall any Party be entitled to refuse to produce relevant and non-privileged documents or copies thereof requested by the other Party within the time limit set and to the extent required by order of the arbitrator(s). All disputes regarding discovery shall be promptly resolved by the arbitrator(s). This agreement to arbitrate is binding upon the Parties, Contractor's surety (if any) and the successors and permitted assigns of any of them. At Owner or Guarantor's option, any other person may be joined as an additional party to any arbitration conducted under this paragraph 16, provided that the party to be joined is or may be liable to either Party in connection with all or any part of any Dispute between the Parties. Without limiting the foregoing, if there are common issues of fact or law in connection with any Disputes in an arbitration conducted under this Section 16 and any disputes in connection with any arbitration under the Stage 1 EPC Agreement, either Party may consolidate the two arbitrations to the extent necessary to avoid inconsistent determinations. Guarantor agrees, upon Owner's election, to the joinder in any arbitration between Owner and Contractor arising out of or relating to the Project. The arbitration award shall be final and binding, in writing, signed by all arbitrators, and

shall state the reasons upon which the award thereof is based. Judgment on the arbitration award may be entered by any court having jurisdiction thereof.

17. This Guarantee constitutes the entire agreement of Guarantor and Owner with respect to the subject matter hereof and supersedes all prior agreements, negotiations and understandings, both written and oral, between the Guarantor and Owner with respect to the subject matter hereof.

18. This Guarantee is solely for the benefit of Owner and its respective successors and permitted assigns, and this Guarantee shall not otherwise be deemed to confer upon or give to any other third party any remedy, claim, reimbursement, cause of action, or other right, except as provided in Article 19 hereof.

19. This Guarantee may be assigned to other Persons only upon the prior written consent of the non-assigning Party hereto, except that Owner may assign this Guarantee to any of its Affiliates by providing notice to Guarantor. Furthermore, Owner may, for the purpose of providing collateral, assign, pledge and/or grant a security interest in this Guarantee to any Lender without Guarantor's consent. When duly assigned in accordance with the foregoing, this Guarantee shall be binding upon and shall inure to the benefit of the assignee; provided that any assignment by Guarantor or Owner pursuant to this Section 21.7 shall not relieve Guarantor or Owner (as applicable) of any of its obligations or liabilities under this Guarantee. Any assignment not in accordance with this Article 19 shall be void and without force or effect. Guarantor shall, on or before issuance of NTP under the Agreement, enter into an acknowledgement and consent with the Collateral Agent. substantially in the form of Schedule 1 to this Guarantee, as may be amended *mutatis mutandis* to conform to the acknowledgement and consent form agreed by Contractor under the Agreement.

20. Guarantor acknowledges and agrees that Owner is entitled to the benefit of this Guarantee and the covenants, guarantees, indemnities and other promises that are given and made in it by Guarantor, without Owner having signed this Guarantee.

21. This Guarantee may only be amended by a written agreement that is signed by or on behalf of both Owner and Guarantor.

22. This Guarantee shall continue in full force and effect until all of the Guaranteed Obligations of Contractor under the Agreement and all obligations, liabilities and guarantees of Guarantor under this Guarantee have been fulfilled or otherwise resolved, at which point this Guarantee shall expire of its own terms and shall be returned to the Contractor.

23. Guarantor shall not take any photographs of any part of the Liquefaction Facility, issue a press release, advertisement, publicity material, financial document or similar matter or participate in a media interview that mentions or refers to the Work under the Agreement or any part of the Liquefaction Facility without the prior written consent of Owner. Guarantor acknowledges and agrees that Owner shall be required, from time to time, to make disclosures and press releases and applicable filings with the SEC in accordance with applicable securities laws, that Owner believes in good faith are required by Applicable Law or the rules of any stock exchange. If any such disclosure, press release or filing includes any reference to Guarantor, then Owner shall provide as much notice as is practicable to Guarantor to provide it with an opportunity to comment; provided,

however, the final determination shall remain with Owner. Guarantor acknowledges that Owner shall be required from time to time to make filings in compliance with applicable securities laws, including a copy of this Guarantee.

IN WITNESS of which this Guarantee has been duly executed by a duly authorized representative of Guarantor and delivered on the day above written.

BECHTEL GLOBAL ENERGY, INC.

By:_____ Name:_____ Title: _____

Acknowledged by:

CORPUS CHRISTI LIQUEFACTION, LLC

By:_____

Name:_____

Title:

SCHEDULE 1

TO ATTACHMENT FF

FORM OF ACKNOWLEDGMENT AND

CONSENT AGREEMENT WITH LENDER FOR STAGE 2

Bechtel Global Energy, Inc. (the "*Contracting Party*") hereby acknowledges the existence of (but has not reviewed) the Security Agreement, dated as of [____], 20[_] (as from time to time amended, supplemented or modified, the "*Security Agreement*"), among Corpus Christi Liquefaction, LLC (the "*Borrower*"), [____] as common security trustee in such capacity, the "*Common Security Trustee*"), for the benefit of various financial institutions providing financing to the Borrower (collectively, the "*Secured Parties*"), and hereby executes this Acknowledgement and Consent Agreement (the "*Consent*") and agrees as follows:

1. The Contracting Party hereby acknowledges and consents in accordance with the terms and conditions set forth below to the Borrower's pledge and collateral assignment of all its right, title and interest in, to and under (but not, except as provided herein, its obligations, liabilities or duties with respect to) the Parent Guarantee dated [_____], 20[__] (the "Assigned Agreement"), given in respect of the Amended and Restated Fixed Price Separated Turnkey Agreement for the Engineering, Procurement and Construction of the Corpus Christi Stage 2 Liquefaction Project, dated [_____], 20[__], between Bechtel Oil, Gas and Chemicals, Inc. and the Borrower (the "EPC Contract") to the Common Security Trustee pursuant to the Security Agreement. Capitalized terms used, but not otherwise defined, herein shall have the respective meanings ascribed to such terms in the Assigned Agreement.

2. The Contracting Party represents and warrants as of the date hereof as follows:

a. The Contracting Party is a corporation duly organized, validly existing and in good standing under the laws of Delaware, is authorized and qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification necessary and where failure so to qualify has or could reasonably be expected to have a material adverse effect on its financial condition, operations, prospects, taxes or business.

b. The Contracting Party is not in violation of any Applicable Law or judgment entered by any Governmental Instrumentality, which violations, individually or in the aggregate, have or could reasonably be expected to have a material adverse effect on its performance of any obligations under this Consent or the Assigned Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Instrumentality, now pending or (to the current actual knowledge of the Contracting Party) threatened against the Contracting Party that, if adversely determined, could reasonably be expected to have a material adverse effect on its ability to perform under this Consent or the Assigned Agreement.

c. No consent or approval of, or other action by or any notice to or filing with, any Governmental Instrumentality (except those previously obtained) was required in

connection with the execution and delivery by the Contracting Party of the Assigned Agreement, or is required in connection with the execution and delivery of this Consent, or, to the best actual current knowledge of the Contracting Party, the performance of its obligations under this Consent.

d. Neither the execution and delivery of this Consent and the Assigned Agreement by the Contracting Party, the consummation of the transactions herein contemplated by the Contracting Party, nor compliance with the terms and provisions hereof by the Contracting Party, will:

(i) conflict with, result in a breach of or default under, or require any consent (other than consents already obtained and those permits, licenses, approvals, consents and exemptions that the Contracting Party is permitted to obtain in the ordinary course of business in the performance of its obligations under the Assigned Agreement) under: (A) the charter or by-laws of the Contracting Party, (B) any Applicable Law, (C) any order, writ, injunction or decree of any court applicable to the Contracting Party, or (D) any agreement or instrument to which the Contracting Party is a party or by which it is bound or to which it or any of its property or assets is subject in any such case under this clause (i) that has or could reasonably be expected to result in a material adverse effect upon the ability of the Contracting Party to perform its obligations under this Consent and the Assigned Agreement; or

(ii) result in the creation or imposition of (or the obligation to create or impose) any lien, security interest, charge or encumbrance upon any of the properties or assets of the Contracting Party.

e. The Contracting Party has all necessary power and authority to execute, deliver and perform its obligations under this Consent and the Assigned Agreement; the execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement have been duly authorized by all necessary action on its part; and this Consent and the Assigned Agreement have been duly and validly executed and delivered by the Contracting Party and each constitutes a legal, valid and binding obligation of the Contracting Party enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally, and by general principles of equity. There are no amendments, modifications or supplements (whether by waiver, consent or otherwise) to the Assigned Agreement, either oral or written.

f. The Contracting Party is financially solvent, able to pay all debts as they mature and possesses sufficient working capital to guarantee the completion of the work under the EPC Contract and perform its obligations hereunder.

g. To the Contracting Party's current actual knowledge, the Borrower (a) has complied with all conditions precedent required to be complied with by or on behalf of the Borrower on or prior to the date hereof pursuant to the Assigned Agreement and (b) is not in

default under any covenant or obligation of the Assigned Agreement and no such default has occurred prior to the date hereof.

h. The Contracting Party is not, to its current actual knowledge, in default under any covenant or obligation hereunder or under the Assigned Agreement and no such default has occurred prior to the date hereof. After giving effect to the pledge and assignment referred to in paragraph 1, and after giving effect to the consent to such pledge and assignment by the Contracting Party, to the current actual knowledge of the Contracting Party, (a) there exists no event or condition that would, either immediately or with the passage of time or giving of notice, or both, entitle either the Contracting Party or the Borrower to terminate or suspend its obligations under the Assigned Agreement, and (b) there are no claims or rights of set-off pending by any party to the Assigned Agreement.

i. The Contracting Party affirms that it has no written notice or current actual knowledge of any pledge or assignment relative to the right, title and interest of the Borrower in, to and under the Assigned Agreement other than the pledge and assignment referred to in paragraph 1.

3.

a. From and after the date hereof and unless and until the Contracting Party shall have received written notice from the Common Security Trustee that the lien of the Security Agreement has been released in full and provided that an event of default by the Borrower shall have occurred and be continuing pursuant to the loan documents executed in connection with the Security Agreement, the Common Security Trustee shall have the full right and power to enforce directly against the Contracting Party (subject to all of the Contracting Party's defenses and other rights under the Assigned Agreement in accordance with the terms thereof) all obligations of the Contracting Party under the Assigned Agreement and otherwise to exercise all remedies thereunder and to make all demands and give all notices and make all requests required or permitted to be made by the Borrower under the Assigned Agreement, all in accordance with the terms thereof; provided that no such performance shall be construed as an assumption by the Common Security Trustee or any Secured Party of any covenants, agreements or obligations of the Borrower under or in respect of the Assigned Agreement, except to the extent the Assigned Agreement shall have been expressly assumed by the Common Security Trustee pursuant to paragraph 5 hereof. Any action taken by the Common Security Trustee in accordance with this paragraph 3(a) shall be binding on the Borrower. If the Contracting Party receives any demands, notices or requests made from the Common Security Trustee in accordance with this paragraph 3(a) which are conflicting with that made by the Borrower.

b. The Contracting Party agrees that it cannot terminate or suspend its obligations under the Assigned Agreement.

4. Notwithstanding any provision in the Assigned Agreement to the contrary, in the event of the proper assignment or novation of the rights and obligation under the EPC Contract to a third party, or in the event of the execution of a new EPC Contract pursuant to the terms of Section 4 of

that certain acknowledgement and consent agreement, dated [_____] between Bechtel Oil, Gas and Chemicals, Inc. and the Common Security Trustee, the Contracting Party will enter into a new agreement with the Common Security Trustee or, at the Common Security Trustee's request, with the Common Security Trustee's nominee, effective as of the date of such assignment, novation or execution, with substantially the same covenants, agreements, terms, provisions and limitations as are contained in the Assigned Agreement; provided that the Common Security Trustee shall have made a request to the Contracting Party for such new agreement within seven (7) days after the date of such assignment or novation of the EPC Contract or execution of a new EPC Contract.

5. Provided that an event of default by Borrower shall have occurred and be continuing pursuant to the loan documents executed in connection with the Security Agreement, the Contracting Party agrees that the Common Security Trustee may (but shall not be obligated to) pursuant to the terms of the Security Agreement assume, or cause any purchaser at any foreclosure sale or any assignee or transferee under any instrument of assignment or transfer in lieu of foreclosure to assume, all of the rights and interests of the Borrower thereafter arising under the Assigned Agreement. If the rights and interests of the Borrower in the Assigned Agreement shall be assumed, sold or transferred as provided herein, then the Contracting Party shall continue to perform its obligations under the Assigned Agreement in favor of the assuming party as if such party had thereafter been named as the Borrower under the Assigned Agreement. The Common Security Trustee shall not take action under this paragraph 5 until after the initial disbursement of any of the Secured Parties' loans.

6. The Contracting Party shall make all payments due to the Borrower under the Assigned Agreement to [_____], acting as the Accounts Bank to Account No. [_____], ABA No. [_____], FFC: [_____]. All parties hereto agree that each payment by the Contracting Party to the Accounts Bank of amounts due to the Borrower from the Contracting Party under the Assigned Agreement shall satisfy the Contracting Party's corresponding payment obligation under the Assigned Agreement and, to the extent applicable, the EPC Contract.

7. No amendment or modification of, or waiver by or consent of, the Borrower in respect of, any provision of the Assigned Agreement shall be effective unless the same shall be in writing, in accordance with the requirements of the Assigned Agreement, prior written notice thereof shall have been given to the Common Security Trustee and the Common Security Trustee shall have given its consent. This Consent may be amended or modified only by an instrument in writing signed by the Contracting Party, the Borrower and the Common Security Trustee.

8. The Contracting Party shall deliver to the Common Security Trustee concurrently with the delivery thereof to the Borrower, a copy of the following items if and when provided by the Contracting Party to the Borrower pursuant to the Assigned Agreement: (a) notification prior to cancellation, non-renewal or a material change in the insurance coverage required under the terms of the Assigned Agreement; (b) notification of termination; (c) notification of suspension of all of the Work; (d) notification of default by the Borrower; (e) notification of claims, demands, actions or causes of actions asserted against the Contracting Party for which the Borrower has

indemnification obligations; and (f) notification of request for arbitration.

9. The Contracting Party shall provide to the Common Security Trustee any information or documentation as reasonably requested by the Common Security Trustee in connection with the financing of the Borrower's obligations under the Assigned Agreement including, without limitation, the following: (a) an opinion of counsel of Contracting Party customary for a project financing with respect to the authorization, execution, delivery and enforceability, and other similar issues, of the Assigned Agreement and this Consent; (b) a certificate of an authorized officer of Contracting Party certifying that (i) all amounts due and payable under the Assigned Agreement have been paid other than those amounts payable in respect of the current invoice and (ii) no event or condition exists to the Contracting Party's current actual knowledge which constitutes a default by the Borrower under the Assigned Agreement; and (c) a copy of a certificate of good standing of, and payment of franchise taxes by, the Contracting Party issued by the Secretary of State of Delaware.

10. Notice to any party hereto shall be deemed to be delivered on the earlier of: (a) the date of personal delivery and (b) if deposited in a United States Postal Service depository, postage prepaid, registered or certified mail, return receipt requested, addressed to such party at the address indicated below (or at such other address as such party may have theretofore specified by written notice delivered in accordance herewith), upon delivery or refusal to accept delivery, in each case as evidenced by the return receipt:

The	Common	Security	[]
Truste	e:		[]
			[]
			г	а.

The Borrower:	Corpus Christi Liquefaction, LLC 700 Milam Street, Suite 1900 Houston, Texas 77002 Telephone: [] Facsimile: *** Attn: [] Email: [] with a copy to: Corpus Christi Liquefaction, LLC 700 Milam Street, Suite 1900 Houston, Texas 77002 Facsimile: ***
The Contracting Darty	Attn: *** Realited Clobal Energy Inc
The Contracting Party:	Bechtel Global Energy, Inc. 50 Beale Street San Francisco, California 94105-18190 Facsimile: *** Attn: [] Email: []

with a copy to: Bechtel Corporation 3000 Post Oak Boulevard Houston, Texas 77056 Facsimile: *** Attn: ***

11. This Consent shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Contracting Party, the Borrower, the Common Security Trustee and the Secured Parties (provided, however, that the Contracting Party shall not assign or transfer it rights hereunder without the prior written consent of the Common Security Trustee).

12. This Consent may be executed in one or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. This Consent shall become effective at such time as the Common Security Trustee shall have received counterparts hereof signed by all of the intended parties hereto.

13. For purposes of this Consent, the term "day" or "days" shall mean calendar days unless otherwise defined herein.

14. No failure on the part of any party or any of its agents to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege hereunder shall operate as a waiver thereof (subject to any statute of limitations), and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right power or privilege.

15. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

16. The agreements of the parties hereto are solely for the benefit of the Contracting Party, the Borrower, the Common Security Trustee and the Secured Parties, and no Person (other than the parties hereto and the Secured Parties and their successors and assigns permitted hereunder) shall have any rights hereunder.

17. This Consent shall terminate upon the indefeasible payment in full of all amounts owed in connection with the Security Agreement.

18. THIS CONSENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THEREOF OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. THE CONTRACTING PARTY, THE COMMON SECURITY TRUSTEE AND THE BORROWER HEREBY SUBMIT TO THE NONEXCLUSIVE

JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONSENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT FOR DISPUTES ARISING OUT OF OR RELATING TO THE ASSIGNED AGREEMENT WHICH WILL CONTINUE TO BE GOVERNED EXCLUSIVELY BY ARTICLE 18 OF THE ASSIGNED AGREEMENT. THE CONTRACTING PARTY, THE COMMON SECURITY TRUSTEE AND THE BORROWER IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

19. EACH OF THE CONTRACTING PARTY, THE COMMON SECURITY TRUSTEE AND THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONSENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, NONE OF THE CONTRACTING PARTY, THE COMMON SECURITY TRUSTEE, NOR THE BORROWER, SHALL BE LIABLE UNDER THIS CONSENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, INDEMNITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF REVENUES, LOSS OF FINANCING, LOSS OR INCREASE OF BONDING CAPACITY, COSTS OF OBTAINING OR MAINTAINING FINANCING, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, OR DAMAGES OR LOSSES FOR PRINCIPAL OFFICE EXPENSES INCLUDING COMPENSATION OF PERSONNEL STATIONED THERE (" *CONSEQUENTIAL DAMAGES*"), AND THE CONTRACTING PARTY, THE COMMON SECURITY TRUSTEE, AND THE BORROWER DO HEREBY RELEASE EACH OTHER FROM ANY LIABILITY FOR SUCH CONSEQUENTIAL DAMAGES; PROVIDED THAT THE EXCLUSION OF LIABILITY SET FORTH IN THIS SECTION IS NOT INTENDED TO PRECLUDE RECOVERIES AS PERMITTED PURSUANT TO SECTION 20.4 OF THE ASSIGNED AGREEMENT WITH RESPECT TO OBLIGATIONS UNDER THE ASSIGNED AGREEMENT ONLY.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Consent as of the _____ day of _____, 20__.

[_____]

By:_____ Name: Title:

SIGNATURE PAGE TO EPC GUARANTOR DIRECT AGREEMENT

BECHTEL GLOBAL ENERGY, INC.

By:_____ Name: Title:

SIGNATURE PAGE TO EPC GUARANTOR DIRECT AGREEMENT

ACKNOWLEDGED and AGREED

CORPUS CHRISTI LIQUEFACTION, LLC

By:_____ Name: Title:

SIGNATURE PAGE TO EPC GUARANTOR DIRECT AGREEMENT

Subsidiaries of the Registrant as of December 31, 2017

Chile Texas Chile
Chile
Unite
Delaware
Luxembourg
Luxembourg
Delaware
Bermuda
Bermuda
United Kingdom
Delaware
United Kingdom
Singapore
Delaware
Chile
Delaware

Entity Name	Jurisdiction of Incorporation
Corpus Christi Liquefaction Stage II, LLC	Delaware
Corpus Christi Liquefaction Stage III, LLC	Delaware
Corpus Christi LNG, LLC	Delaware
Corpus Christi Pipeline GP, LLC	Delaware
Corpus Christi Tug Services, LLC	Delaware
CQH Holdings Company, LLC	Delaware
CUI I, LLC	Delaware
Johnson Bayou Holdings, LLC	Delaware
Live Oak LNG Holdings, LLC	Delaware
Louisiana LNG Holdings, LLC	Delaware
Midship Holdings, LLC	Delaware
Midship Pipeline Company, LLC	Delaware
Nordheim Eagle Ford Gathering, LLC	Delaware
Sabine Pass Liquefaction, LLC	Delaware
Sabine Pass LNG-GP, LLC	Delaware
Sabine Pass LNG-LP, LLC	Delaware
Sabine Pass LNG, L.P.	Delaware
Sabine Pass Tug Services, LLC	Delaware

Consent of Independent Registered Public Accounting Firm

The Board of Directors Cheniere Energy, Inc.:

We consent to the incorporation by reference in the registration statements (Nos. 333-171736 and 333-204432) on Form S-3 and the registration statements (Nos. 333-112379, 333-127266, 333-134886, 333-160017, 333-175297, 333-186451, and 333-207651) on Form S-8 of Cheniere Energy, Inc. of our reports dated February 20, 2018, with respect to the consolidated balance sheets of Cheniere Energy, Inc. as of December 31, 2017 and 2016, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2017, and the related notes and financial statement schedule I (collectively, the consolidated financial statements), and the effectiveness of internal control over financial reporting as of December 31, 2017, which reports appear in the December 31, 2017 annual report on Form 10-K of Cheniere Energy, Inc.

/s/ KPMG LLP

KPMG LLP

Houston, Texas February 20, 2018

CERTIFICATION BY CHIEF EXECUTIVE OFFICER PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACT

I, Jack A. Fusco, certify that:

- I have reviewed this annual report on Form 10-K of Cheniere Energy, Inc.;
- 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter(the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2018

/s/ Jack A. Fusco Jack A. Fusco Chief Executive Officer of Cheniere Energy, Inc.

CERTIFICATION BY CHIEF FINANCIAL OFFICER PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACT

I, Michael J. Wortley, certify that:

- 1. I have reviewed this annual report on Form 10-K of Cheniere Energy, Inc.;
- 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter(the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 20, 2018

/s/ Michael J. Wortley

Michael J. Wortley Chief Financial Officer of Cheniere Energy, Inc.

CERTIFICATION BY CHIEF EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of Cheniere Energy, Inc. (the "Company") on Form 10-K for the year ended December 31, 2017, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jack A. Fusco, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 20, 2018

/s/ Jack A. Fusco

Jack A. Fusco Chief Executive Officer of Cheniere Energy, Inc.

CERTIFICATION BY CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report of Cheniere Energy, Inc. (the "Company") on Form 10-K for the year ended December 31, 2017, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael J. Wortley, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 20, 2018

/s/ Michael J. Wortley

Michael J. Wortley Chief Financial Officer of Cheniere Energy, Inc.