CHENIERE CORPUS CHRISTI, PIPELINE, L.P.
CCPL STAGE 4 EXPANSION PROJECT
BINDING OPEN SEASON
December 18, 2025 – January 02, 2026

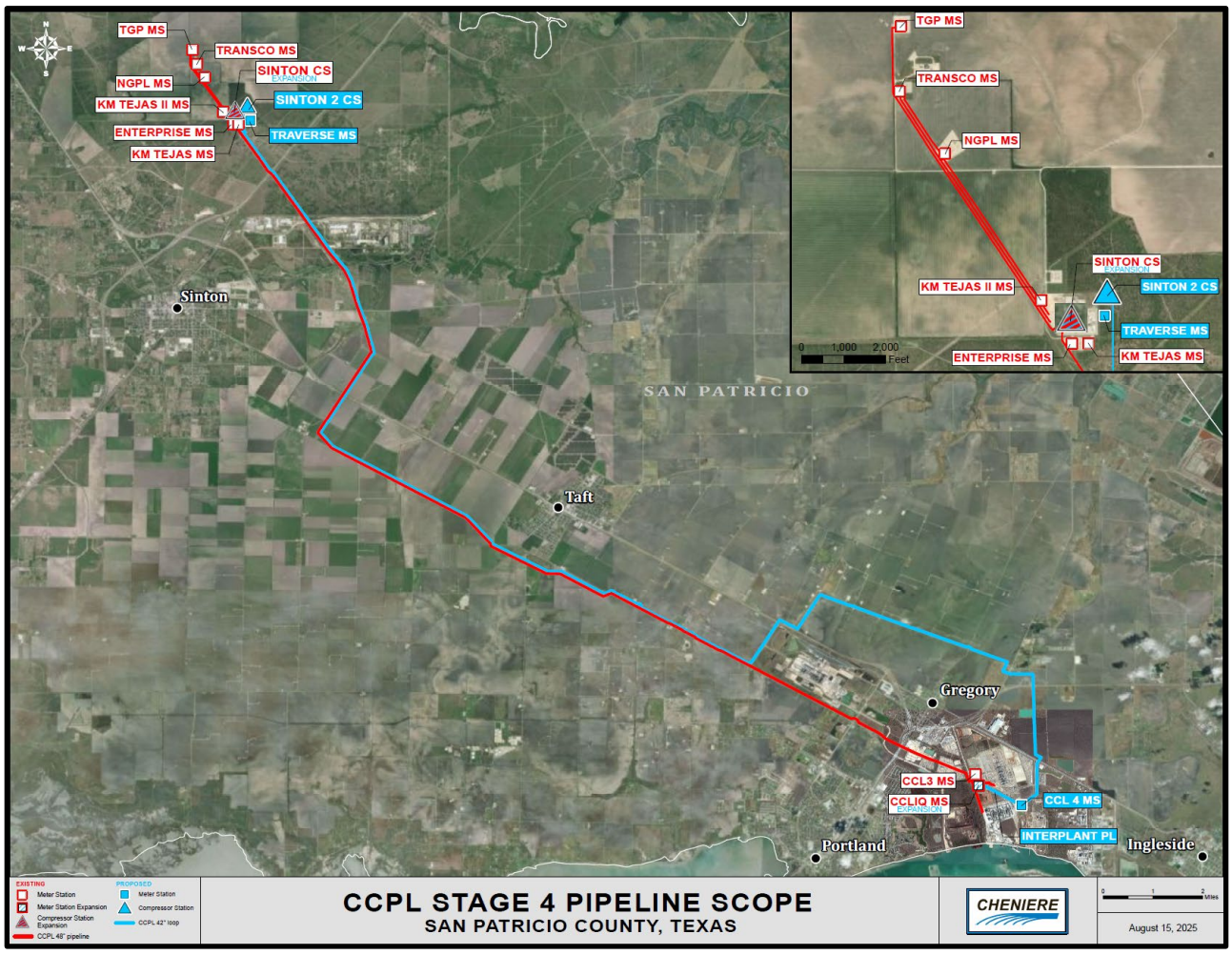
Notice of Binding Open Season:

Cheniere Corpus Christi Pipeline, L.P. ("**CCPL**"), a wholly owned subsidiary of Cheniere Energy, Inc. ("Cheniere"), is pleased to announce a Binding Open Season (the "**Open Season**") to solicit interest in new incremental interstate natural gas pipeline capacity (such notice, the "**Open Season Notice**") resulting from a proposed expansion of CCPL's system. CCPL is seeking binding commitments from interested shippers to execute a Precedent Agreement ("**Precedent Agreement**") for firm transportation service on incremental capacity made available by the proposed CCPL Stage 4 Expansion Project (the "**Expansion Project"**). All qualifying bids submitted in this Open Season shall constitute a binding irrevocable offer by the bidder to execute a Precedent Agreement for firm transportation service.

CCPL has entered into a binding Precedent Agreement with a pre-subscribed Foundation Shipper (as defined below) for the Expansion Project. The pre-subscribed Foundation Shipper's executed Precedent Agreement represents a qualifying, binding bid in this Open Season.

CCPL Stage 4 Expansion Project Overview

In response to market demand, the Expansion Project is designed to facilitate approximately 2,805,000 dekatherms per day ("**Dth/d**") of incremental firm transportation capacity on CCPL. The Expansion Project, as currently proposed, will consist of the following: 1) a new greenfield compressor station, located in San Patricio County, Texas (the "**Sinton 2 Compressor Station**"); 2) construction of an approximately 25.8-mile 42-inch-diameter pipeline loop; 3) new receipt and delivery meter stations; and 4) associated appurtenant facilities. The Expansion Project, as currently proposed, will include a total of approximately 105,000 horsepower ("**HP**") of additional compression at the Sinton 2 Compressor Station. The Expansion Project offers primary firm receipt point rights from a new proposed interconnection with Traverse Pipeline in addition to the existing interconnections with Kinder Morgan Tejas Pipeline, LLC ("**KM Tejas**"), Natural Gas Pipeline Company of America ("**NGPL**"), Enterprise Texas Pipeline LLC ("**ETP**"), and Tennessee Gas Pipeline Company ("**TGP**"); and primary firm delivery point rights at a new delivery point into the Corpus Christi Liquefaction ("**CCL**") LNG terminal. The map below provides an overview of the Expansion Project.



CCPL is targeting an in-service date of Q4 2031 for the Expansion Project. To provide the Expansion Project capacity, CCPL must construct certain new facilities. In this regard, CCPL plans to file an application with the Federal Energy Regulatory Commission ("**FERC**") under Section 7(c) of the Natural Gas Act for authority to construct and operate the Expansion Project shortly after successful conclusion of this Open Season (the "**Application**"). CCPL intends to offer transportation services on the Expansion Project pursuant to a new incremental CCPL expansion rate under Rate Schedules which will be added to CCPL's currently effective FERC Gas Tariff ("**Tariff**"). The current CCPL Tariff is available for review on the Cheniere web site at: https://lngconnection.cheniere.com/#/document/35/Entire%2520Tariff/true.

Characteristics of Service

CCPL is offering Firm Transportation Service **("FTS")** for the Expansion Project from the Primary Receipt(s) to the Delivery Point(s) listed below. Design capacity for the Eligible Primary Firm interconnecting pipeline points of receipt include:

Receipt Location	Meter Number	Available Contract Quantity (Dth/d)
TRAVERSE	N/A	3,060,000
TGP	CC121033	51,000
NGPL	CC121053	397,800
ETP	CC121063	464,100
KM TEJAS I	CC121073	306,000
KM TEJAS II	CC121083	1,020,000

Design capacity for the Eligible Primary Firm point of delivery include:

Delivery Location	Meter Number	Available Contract Quantity (Dth/d)
CCL Stage 4 LNG Facility	N/A	3,060,000

Shippers are responsible for securing their own transportation arrangements upstream and downstream of the designated receipt and delivery point(s), including ensuring upstream and downstream connections are able to deliver and receive gas to and from CCPL at CCPL's prevailing line pressure, in accordance with CCPL's Tariff.

Foundation Shipper(s):

A bidder in the Open Season may qualify as a Foundation Shipper by submitting a binding bid that includes:

- A term of no less than 20 years; and
- A rate no less than the maximum reservation and usage rates for the Expansion Project, plus fuel and other applicable rates, charges, and surcharges as set forth in the Tariff; and
- A firm transportation service capacity of no less than 2,525,000 Dth/d.

Foundation Shippers shall have the following rights:

- The right to a limited capacity allocation along with other Foundation Shippers; and
- The right to up to four (4) successive five-year (5-year) Extended Terms; and
- A Right of First Refusal "ROFR"; and
- The right to terminate the executed Precedent Agreement and the Firm Transportation Service Agreement ("**FTSA**"), as applicable, if a FERC order, which has become final and is no longer subject to further rehearing or appeal, includes a material change to any of the Foundation Shipper rights.

In addition, Foundation Shippers must also meet the applicable CCPL creditworthiness requirements.

Foundation Shippers shall also be entitled to assignment rights (including for financing purposes) and may assign their Precedent Agreement to an affiliate or to other parties with the consent of CCPL which shall not be unreasonably withheld delayed or conditioned, provided that the assignee

meets the applicable credit requirements. The specific rights and requirements will be provided in the form of Foundation Shipper Precedent Agreement, which will be provided to bidders meeting the requirements for Foundation Shipper status.

Pre-Subscribed Foundation Shipper:

CCPL has entered into a binding Precedent Agreement with a Foundation Shipper, that also affords the pre-subscribed Foundation Shipper with the following additional rights:

- the right to terminate the Precedent Agreement if such shipper's capacity is prorated below its desired Maximum Daily Transportation Quantity ("**MDTQ**");

- the right to terminate the Precedent Agreement (and FTSA, as applicable) if a FERC order, which has become final and is no longer subject to further rehearing or appeal, includes a material change to any of the pre-subscribed Foundation Shipper rights.

Contract Term:

The minimum acceptable contract term is 20 years.

Rates

For purposes of this Open Season, the maximum reservation rate for the Expansion Project (the "**Daily Maximum Recourse Reservation Rate**") is currently expected to be: $0.1052 per Dth per day, or $3.2001 per Dth per month (the "**Monthly Maximum Recourse Reservation Rate**"). The final rates to be proposed to FERC will be determined following the conclusion of the Open Season and are dependent upon the scope and final facilities required to satisfy the firm service requests for shippers who are awarded capacity and who have executed binding Precedent Agreements, and refined cost estimates. The actual recourse rate to be paid may change based on the final Expansion Project scope and subscriptions, as well as a result of FERC review and consideration of the proposed rates.

In addition to the reservation rate, all shippers will be subject to all other applicable tariff charges including maximum usage charges (estimated at $0.0016 Dth), the Annual charge adjustment ("**ACA**") surcharge, retainage for fuel and lost and unaccounted ("**FL&U**") for gas (estimated 0.46% incremental fuel rate or 0.47% if rolled in with the system fuel rate), and any other authorized rates, charges and surcharge set forth in the CCPL Tariff that may be in effect during the term of a shipper's FTSA as authorized by FERC.

Dates and Length of Binding Open Season

The Binding Open Season for the Expansion Project will begin at 9:00 am (CDT) on December 18, 2025 and shall conclude at 3:00 p.m. (CDT) on January 02, 2026.

Participation in the Open Season

The Foundation Shipper Precedent Agreement executed by the pre-subscribed shipper will serve as its binding bid for capacity being offered as part of this Open Season. In consideration of pre-

subscribed Foundation Shipper's binding commitment, Transporter has deemed pre-subscribed Foundation Shipper's commitment to be a prearranged conforming bid at the CCPL Stage 4 Pipeline Expansion Maximum Rate for firm capacity of 2,805,000 Dth/d. Subject to the terms and conditions of this Open Season, additional interested parties desiring firm transportation service under the Expansion Project must, on or before **3:00 p.m. (CDT) on January 02, 2026** (or such later date as may be announced by CCPL: (i) complete and submit to CCPL the Binding Bid for Firm Transportation Service request form ("**Binding Bid Form**") for the Expansion Project attached hereto as **Annex A**; and (ii) provide CCPL with an executed Confidentiality Agreement, attached hereto as **Annex B**. The Binding Bid Form must include shipper name, contact information of the person completing the form, the desired MDTQ (as well as any minimum contract quantity below which it does not desire the capacity), contract term, desired receipt and delivery point(s) and related quantities, Maximum Daily Quantity ("**MDQ**"), and maximum reservation rate for the term of the agreement. Shipper must also specify any contingencies to its bid. CCPL may, but is not required to, reject any submitted Binding Bid Form that is incomplete, is inconsistent with the terms and conditions outlined in this Open Season Notice, contains additional or modified terms or a contingency, or is otherwise deficient in any respect. Upon receipt of the executed Binding Bid Form and Confidentiality Agreement, CCPL will provide the form of Precedent Agreement applicable to each shipper's desired commitment level. The Open Season Binding Bid form must be sent by the close of this Binding Open Season via e-mail (pdf) to joe.vance@cheniere.com.

Credit

Shippers, either Foundation or Standard, will be required to demonstrate creditworthiness or provide a credit alternative acceptable to CCPL in its sole discretion. Specific credit provisions will be provided in the shipper form Precedent Agreement and shall be incorporated into the FTSA.

Response to Bids in the Open Season

After the commencement of this Binding Open Season, CCPL will contact all interested parties that submitted a binding bid and are potentially awarded capacity to begin the process of negotiating a binding Precedent Agreement and the related FTSA. Shippers will have thirty (30) days following the conclusion of the Binding Open Season to execute a binding Precedent Agreement. CCPL reserves the right not to accept any proposed changes to its form of Precedent Agreement. No bid or request for service shall be binding on CCPL unless and until duly authorized representatives of both a requesting party and CCPL have executed a binding Precedent Agreement during the thirty (30) day period. Any bid that does not result in an executed Precedent Agreement by that date shall be deemed to be rejected by CCPL.

Awarding of Capacity

Upon the expiration of the Open Season, CCPL will evaluate the qualifying binding bids and will announce the results of the Open Season upon the final award of capacity. A bid can be withdrawn or changed during the bidding period; however, any new or changed bid cannot have a lesser Net Present Value ("**NPV**") than the bidder's previous bid.

If the total capacity for all bids received exceeds the proposed maximum capacity of the Expansion Project, CCPL reserves the right to accept or decline bids based on whether building additional incremental capacity is economically feasible. CCPL also may reject bids for service that (1) request capacity that is greater than the capacity available in this notice; (2) may detrimentally impact the operational integrity of CCPL's system; (3) do not satisfy the terms of this notice; (4) contain terms and conditions inconsistent with CCPL's Tariff or are unacceptable to CCPL; (5) would cause a reduction in the Expansion Project's capacity disproportionate to the service requested; or (6) are not received by the close of the Open Season. Provided however, CCPL also reserves the right to determine, in a not unduly discriminatory manner, whether to reject or accept bids received after the close of this Open Season. The reasons for any rejection will be made available to the bidder and communicated in a timely manner.

In the event that all requests for capacity at acceptable rates and terms cannot be accommodated, capacity shall be awarded first to qualifying Foundation Shippers and to the bidder(s) with the highest acceptable NPV bid calculated in accordance with the terms of the CCPL Tariff.

If two or more bids yield the same NPV and the total capacity of the bids is equal to or less than the total of the capacity, CCPL will award to each bidder its total bid. If two or more bids yield the same NPV and the total capacity of the bids is greater than the total Expansion Project capacity, the bids will be considered "**Competing Bids**" and the Best Bid(s) will be the bid(s) that yield the highest NPV over the shortest period of time. After this process, if two or more Competing Bids yield the same NPV over the same period of time, then capacity shall be prorated on a not unduly discriminatory basis. Any remaining unsubscribed Expansion Project capacity will be generally available.

If a successful bidder fails to execute a Precedent Agreement in the allotted time, the awarded capacity will be awarded to the next highest NPV bidder.

Limitations

CCPL reserves the right not to accept any conditions for bids submitted during this binding Open Season and to reject bids proposing a reservation rate that varies over the course of the proposed term. CCPL reserves the right to discontinue, extend or modify the terms of this binding Open Season or the scope of the Expansion Project at any time regardless of any request for service received, in its sole discretion, to include the right to revise the location of added compression, capacity, interconnections or make any other design changes to facilitate project economics or efficiencies, or to comply with an applicable FERC order. CCPL's decision to proceed with the Expansion Project is at its sole discretion and is subject to receiving a sufficient level of capacity

subscriptions, obtaining the necessary governmental authorizations to construct and operate the Expansion Project, and other conditions as set forth in the form Precedent Agreements.

Contact Information:

If any interested party has questions regarding this Open Season, please contact:

Joe Vance, Director Pipeline Commercial Services
713-375-5265
Joe.Vance@cheniere.com

ANNEX A

CHENIERE CORPUS CHRISTI PIPELINE, L.P.
STAGE 4 EXPANSION PROJECT
OPEN SEASON BINDING BID
FOR FIRM TRANSPORTATION SERVICE

A. Shipper Name:_____

Contact Person:_____
Title:_____
Address:_____
Courier Address:_____
Telephone:_____
Fax:_____
E-Mail Address:_____

B. Service Type: Firm Transportation Service

C. Primary Term of Service: _____ years (from the In-Service date; minimum 20 years).

D. Maximum Daily Transportation Quantity (MDTQ): _____Dth/d

E. Primary Receipt / Delivery Point(s):

Primary Receipt Point(s)	Requested Quantity (Dth/d)
Total	

Primary Delivery Point(s)	Requested Quantity (Dth/d)
CCL Stage 4 LNG Facility	
Total	

F. Reservation Rate:

1. Recourse Reservation Rate, Maximum Tariff Rate _____(check if applicable) (Estimated Recourse Reservation Rate is $0.1052/Dth/d Or

2. Proposed Reservation Rate: _____(insert rate if applicable)

In addition to the reservation rate, all shippers will be subject to all other applicable tariff charges including maximum usage charges (estimated at $0.0016 Dth), the Annual charge adjustment ("**ACA**") surcharge, incremental retainage for fuel and lost and unaccounted ("**FL&U**") for gas (estimated 0.46% incremental fuel rate, 0.47% rolled in fuel rate), and any other authorized rates, charges and surcharge set forth in the CCPL Tariff that may be in effect during the term of a shipper's FTSA.

ANNEX B

CHENIERE CORPUS CHRISTI PIPELINE, L.P.
STAGE 4 EXPANSION PROJECT
NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-disclosure and Confidentiality Agreement ("**Agreement**") is entered into as of [Month] [ ], 2025 ("**Effective Date**") by and between Cheniere Corpus Christi Pipeline, L.P., a Delaware limited partnership, with its principal executive offices at 845 Texas Avenue, Suite 1250, Houston, Texas 77002 ("**CCPL**"), and [_____], a [_____], having an office at [_____] ("**Company**"). CCPL and Company are each a "**Party**" and collectively, the "**Parties**" to this Agreement.

RECITALS

WHEREAS, CCPL is conducting an open season pursuant to which it is soliciting binding term and volume commitments in connection with new interstate natural gas pipeline capacity resulting from a proposed expansion of the Corpus Christi Pipeline;

WHEREAS, the Parties are interested in conducting discussions related to a potential Company bid for a term and volume commitment in connection with the new interstate natural gas pipeline capacity resulting from a proposed expansion of the Corpus Christi Pipeline (the "**Purpose**");

WHEREAS, in the course of those discussions, the Parties may exchange certain information regarding the Purpose, which may be Confidential Information (as defined below);

WHEREAS, the Parties want their discussions and the scope thereof to be confidential; and

WHEREAS, the Parties want to reach an understanding with respect to the disclosure of such information and the confidentiality of the discussions in general.

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions**.

"**Affiliate**" means, as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person (for this purpose, "control" (including its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise).

"**Confidential Information**" means all non-public and proprietary information of the disclosing Party ("**Disclosing Party**") disclosed directly to the receiving Party ("**Receiving Party**") in connection with the Purpose, regardless of the form in which it appears, or under which

it is communicated, all copies or recordings thereof (whether or not made in accordance with this Agreement) and the content of such information, including but not limited to, all descriptions, economic data, computer programs (not including source code) and models and the results thereof.

"**Person**" means and includes an individual, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unlimited liability corporation, trustee, executor, administrator, legal representative, government (including any government authority), or any other entity, whether or not having legal status.

"**Representatives**" means, with regard to any Party hereto, such Party's Affiliates, and its and their respective directors, officers, controlling Persons, employees, lenders and other potential financing sources, advisors and representatives, including, without limitation, financial advisors, attorneys, engineering or other consultants, accountants, and agents.

2. **Confidentiality and Non-Use**.

(a) The Confidential Information shall be kept in confidence by the Receiving Party shall be used by it solely for the purpose of evaluating and pursuing the Purpose and shall be disclosed only to the Receiving Party's Representatives who have a need to know such information for the sole purpose of considering and evaluating the Purpose.

(b) Except as contemplated by Sections 2(a) and 12 of this Agreement, the Confidential Information shall not be disclosed to any Person by the Receiving Party without the prior written consent of the Disclosing Party. In addition, without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose to any Person (except to the extent expressly contemplated by this Agreement) the fact that the Confidential Information exists or has been made available, that the Parties are considering the Purpose or that discussions or negotiations are taking or have taken place concerning the Purpose or involving the Parties, or any term, condition or other fact relating to the Purpose or such discussions or negotiations, including, without limitation, the status thereof or the subject matter of this Agreement.

(c) The Receiving Party shall be responsible and liable for any wrongful disclosure or misuse of Confidential Information by any of the Receiving Party's Representatives and any other breach by any of the Receiving Party's Representatives of any obligation pursuant to this Agreement. Any lawsuit to enforce any such breach will be brought against the Receiving Party only.

3. **Exceptions to the Confidentiality**. Notwithstanding any other provisions of this Agreement and notwithstanding the definition of Confidential Information, Confidential Information shall not include any information which:

(a) was known to the Receiving Party or its Representatives prior to the date of its disclosure pursuant to this Agreement and to which there is no existing obligation of confidentiality owed by the Receiving Party to the Disclosing Party;

(b) is or becomes available through public records or otherwise in the public domain at the time of its disclosure or thereafter, other than as a result of a disclosure by the Receiving

Party or the Receiving Party's Representatives in breach of this Agreement or other obligations of confidentiality;

(c) is lawfully acquired by the Receiving Party or the Receiving Party's Representatives from a Person (other than the Disclosing Party or the Disclosing Party's Representatives) where it reasonably appears to the Receiving Party or the Receiving Party's Representatives that the Person is not prohibited from so disclosing such information to the Receiving Party or the Receiving Party's Representatives by a legal, contractual or fiduciary obligation; or

(d) is independently developed by the Receiving Party or any of its Affiliates without the use of or reliance upon Confidential Information.

4. **Competitive Projects**. Except as otherwise expressly agreed herein, the disclosure of Confidential Information to the Receiving Party pursuant to this Agreement and any discussions or other communications between the Parties relating to such Confidential Information shall not impose or create any obligations on either Party or any restriction on the rights of the Parties. Further, this Agreement shall not be construed to limit either Party's right to independently develop, acquire or participate in other competitive projects, products, services or information, even if any of the foregoing compete with the Purpose, it being understood that any such development, acquisition or participation in other competitive projects, products, services or information shall not be prohibited by the term of this Agreement.

5. **Return of Confidential Information**. The Confidential Information shall remain the property of the Disclosing Party. Upon receipt of a written notice from the Disclosing Party terminating this Agreement, the Receiving Party shall have thirty (30) days from receipt of such written notice to return to the Disclosing Party, delete, or destroy (at the Receiving Party's discretion) all items containing or constituting Confidential Information, together with all copies, extracts, or summaries thereof, *provided, however,* that any Confidential Information need not be returned, deleted, or destroyed if (i) found in electronic format as part of a Receiving Party's or its Representatives' off-site or on-site data storage/archival/retention process, (ii) found in the official minutes, presentation materials or recommendations by or to management or the Board of Directors of the Receiving Party or in privileged or confidential internal communications, or (iii) the Receiving Party is required to retain such information pursuant to law or regulation. In addition, the Receiving Party may retain Confidential Information solely for the purpose of defending or prosecuting civil or criminal investigations or litigation arising from the Purpose or this Agreement. Any Confidential Information which is not returned, deleted, or destroyed pursuant hereto shall remain subject to the terms of this Agreement. If the Receiving Party has destroyed or deleted such Confidential Information, the Receiving Party shall confirm the destruction or deletion of such Confidential Information in a letter to the Disclosing Party.

6. **No License**. The Disclosing Party retains its entire right, title and interest in and to all Confidential Information, and no immunity, license or right is granted to the Receiving Party or its Representatives under this Agreement, by implication or otherwise, to any Confidential Information, including but not limited to any trademarks, patents, copyrights, tradenames, trade dress or other tangible or intangible property rights, including but not limited to intellectual property and other such proprietary rights and property.

7. **Term**. This Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect for a term extending until the third anniversary of the Effective Date of this Agreement, unless (i) this Agreement is terminated by a Party pursuant to Section 5, in which case this Agreement shall remain in full force and effect with respect to any Confidential Information not returned to the Disclosing Party, deleted or destroyed until the later to occur of (a) third anniversary of the Effective Date of this Agreement, or (b) one (1) year after the date that the Disclosing Party provides notice of the termination of this Agreement, or (ii) the Parties, or any of their Affiliates, execute a Final Agreement (as defined hereinafter) that by its express terms supersedes this Agreement.

8. **NO REPRESENTATIONS OR WARRANTIES. IT IS UNDERSTOOD AND ACKNOWLEDGED BY THE RECEIVING PARTY AND THE RECEIVING PARTY'S REPRESENTATIVES THAT IN PROVIDING THE CONFIDENTIAL INFORMATION TO THE RECEIVING PARTY AND THE RECEIVING PARTY'S REPRESENTATIVES, THE DISCLOSING PARTY AND THE DISCLOSING PARTY'S REPRESENTATIVES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION OR ANY PART THEREOF INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM PATENT OR COPYRIGHT INFRINGEMENT. THE RECEIVING PARTY AGREES THAT EXCEPT AS MAY BE SPECIFIED IN A FINAL AGREEMENT (AS DEFINED HEREINAFTER), NEITHER THE DISCLOSING PARTY NOR THE DISCLOSING PARTY'S REPRESENTATIVES SHALL HAVE ANY LIABILITY FOR ANY ERRORS OR OMISSIONS FOR ANY DAMAGES, OR OTHERWISE IN ANY MANNER, RELATING TO ANY CONFIDENTIAL INFORMATION OR OTHER INFORMATION FURNISHED OR NOT FURNISHED PURSUANT TO THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE PURPOSE OR RESULTING FROM ANY USE OF ANY SUCH INFORMATION. THE RECEIVING PARTY AND THE RECEIVING PARTY'S REPRESENTATIVES SHALL RELY SOLELY ON THEIR OWN INVESTIGATIONS, INTERPRETATIONS AND ANALYSES.**

9. **LIMITATION OF LIABILITY. IN THE EVENT OF ANY BREACH OF OR DISPUTE UNDER THIS AGREEMENT, A PARTY, SHALL BE LIABLE ONLY FOR ACTUAL DAMAGES AS A DIRECT RESULT OF THE BREACH OF THIS AGREEMENT AND NEITHER PARTY SHALL SEEK, AND NO COURT OR ARBITRATOR SHALL AWARD PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES IN ANY FORM OR AMOUNT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER CONNECTED WITH OR RESULTING FROM THE BREACH OF, OR ANY PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION, UNDER THIS AGREEMENT, INCLUDING DAMAGES OR CLAIMS THEREOF ARISING FROM INCREASED COST OF CAPITAL, LOSS OF REVENUE, INCOME, PROFITS, OR USE, AND SIMILAR CAUSES, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE, AND IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED ON NEGLIGENCE, STRICT LIABILITY, CONTRACT, OPERATION OF LAW, EQUITY OR ANY OTHER LEGAL THEORY.**

10. **GOVERNING LAW; VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED PURSUANT TO AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES WHICH, IF APPLIED, MIGHT PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION; EACH PARTY (I) AGREES THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT AND ANY ACTION FOR ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF MUST BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF TEXAS OR OF THE UNITED STATES OF AMERICA LOCATED IN HARRIS COUNTY, TEXAS; (II) ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND APPELLATE COURTS FROM ANY APPEAL THEREOF; (III) IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO ABOVE AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; AND (IV) TO THE EXTENT PERMITTED BY LAW, WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, WHICH WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING, WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE**.

11. **Certain Remedies**. The Receiving Party acknowledges that remedies at law may be inadequate to protect the Disclosing Party against any actual or threatened breach of this Agreement by the Receiving Party and, without prejudice to any other rights and remedies otherwise available to the Disclosing Party, the Receiving Party agrees that the Disclosing Party may seek specific performance and injunctive or other equitable relief in the Disclosing Party's favor. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this Agreement has been breached by either Party, then the breaching Party will reimburse the other Party for its costs and reasonable legal fees incurred in connection with all such litigation.

12. **Legal/Regulatory Request**. If the Receiving Party is requested pursuant to, or required by, applicable law, order, ruling, court order, administrative order, statute, regulation, regulatory or other legal process or any other official order by any government or any agency or department thereof to disclose any of the Confidential Information, the Receiving Party will, to the extent practicable and permissible, notify the Disclosing Party promptly so that the Disclosing Party may seek, at its sole expense, an appropriate protective order or other appropriate remedy or, in the Disclosing Party's sole discretion, waive compliance with the terms of this Agreement (and if the Disclosing Party seeks such an order, the Receiving Party will provide such reasonable cooperation as the Disclosing Party shall reasonably request, at the Disclosing Party's expense). If no such protective order or other remedy is obtained or the Disclosing Party waives compliance with the terms of this Agreement and the Receiving Party is nonetheless legally compelled to disclose such Confidential Information, the Receiving Party will furnish only that portion of the Confidential

Information that the Receiving Party is legally required to disclose and will, to the extent practicable and permissible, give the Disclosing Party prior written notice of the Confidential Information to be disclosed.

13. **No Definitive Agreement**. The Parties understand and agree that unless and until a Final Agreement has been executed and delivered, no contract or agreement providing for a transaction between the Parties shall be deemed to exist between the Parties, and neither Party shall be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically so designated in writing and executed by both Parties. This Agreement neither obligates a Party to deal exclusively with the other Party nor prevents a Party or any of its Affiliates from competing with the other Party or any of its Affiliates.

14. **No Partnership or Joint Venture**. Neither Party has the right nor the power to bind the other Party or any of their respective Affiliates to any contractual obligation whatsoever and no Party nor any of its Affiliates will act, or hold itself out, as the agent, partner, joint venture, employee, fiduciary or representative of the other Party or any of their respective Affiliates. The execution and performance of the terms of this Agreement and any other course of dealing by the Parties and/or their Representatives shall not be deemed to create a joint venture, partnership, agency or other similar arrangement, or to create any fiduciary relationship between the Parties or any of their respective Affiliates, and the Parties (on behalf of themselves and their respective Affiliates) acknowledge and agree that, unless and until a definitive written agreement between the Parties has been executed and delivered by the Parties and/or their Affiliates (as applicable) (a "Final Agreement"), and then only to the extent of the specific terms of such Final Agreement, the Parties and their respective Affiliates do not intend to (i) form a joint venture, partnership, agency, fiduciary or other similar arrangement, (ii) create any fiduciary relationship between the Parties or any of their respective Affiliates, or (iii) create any other legal rights or obligations with respect to each other or any of their respective Affiliates, except for the rights and obligations specifically agreed to herein.

15. **Notices**. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (i) upon receipt, if by personal delivery, or by a recognized overnight courier service (ii) three days after deposit with the U.S. Postal Service (first-class mail postage prepaid, return receipt requested), or (iii) if sent by fax, on the date that transmission is sent to the facsimile number set forth for the Party to receive such notice (with confirmation of transmission successfully received by the sender) if it is received by 5:00 p.m. at the place of delivery on a Business Day (and otherwise the following Business Day) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice).

(i) If to Company:

[Company]
[Company Address]
[City, State Zip]
Attn:_____
Fax:

(ii) If to CCPL:

Cheniere Corpus Christi Pipeline, L.P.
845 Texas Avenue, Suite 1250
Houston, TX 77002
Attn: Contract Administration
Fax: 713-375-6904

16. **Waiver**. No waiver of any provision of this Agreement, or of a breach hereof, shall be effective unless it is in writing, signed by the Party waiving the provision or the breach hereof. No waiver of a breach of this Agreement (whether express or implied) shall constitute a waiver of a subsequent breach hereof. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor be deemed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

17. **Survival Terms**. The limitation of liability in Section 9, the provisions of Sections 10, 12, and 13, and any other provisions of this Agreement which by their nature are intended to survive termination, shall remain in effect after the termination or expiration of this Agreement.

18. **Securities Law Matters**. Company acknowledges that it is aware, and that it will advise each of Company's Representatives who are informed of matters that are the subject of this Agreement, that the United States securities laws prohibit any Person who has received from CCPL or CCPL's Representatives material, nonpublic information concerning Cheniere Energy, Inc., or their Affiliates ("**Cheniere Energy**") or the matters that are the subject of this Agreement from purchasing or selling Cheniere Energy securities or from communicating such information to any other Person when it is reasonably foreseeable that such other Person is likely to purchase or sell Cheniere Energy securities in reliance upon such information.

19. **Assignment**. This Agreement may not be assigned by any Party without the prior written consent of the other Party and any such assignment without the written consent of the non-assigning Party shall be void *ab initio*. The obligations set forth herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

20. **Entire Agreement**. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral agreements among the Parties hereto concerning the matters covered hereby, and no provision of this Agreement may be waived, amended or modified, in whole or in part, nor any consent given, unless approved in writing by the Parties. All modifications of, waivers of, and amendments to this Agreement or any part hereof must be in writing signed by all Parties.

21. **No Third-Party Beneficiary**. This Agreement is for the sole benefit of the Parties, their Affiliates, and their respective successors and permitted assigns, and shall not inure to the benefit of any other Person whomsoever (other than the Affiliates of each Party), it being the intention of the Parties that no Person (other than the Affiliates of each Party) shall be deemed a third-party beneficiary of this Agreement.

22. **Enforceability**. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement. If any provision of this Agreement is determined to be enforceable only if such provision is modified in scope, then the Parties shall consider such provisions to be so modified to comply with such determination and all other provisions of this Agreement will not in any way be affected or impaired thereby.

23. **Headings.** The headings within this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of this Agreement.

24. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart delivered electronically, including by email, portable document format or facsimile transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any electronic or facsimile transmission of any signature of a Party shall be deemed an original and shall bind such Party.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective, fully authorized representatives as of the Effective Date.

[Company]	**Cheniere Corpus Christi Pipeline, L.P.**
By: _____	By: _____
Name:	Name:
Title:	Title: