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Cheniere Energy, Inc.
10000 Westchase Drive, Suite 1900
Houston, Texas 77002
phone: 713.375.5000
fax: 713.375.6000

March 11, 2022

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

**Re: In the Matter of Sabine Pass Liquefaction, LLC
FE Docket Nos. 10-85-LNG, 10-111-LNG, 13-30-LNG, 13-42-LNG, 13-121-LNG, 14-92-LNG, 15-63-LNG, & 19-125-LNG;
DOE/FE Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, & 4520 (each as may have been amended)
Long-Term Contract**

Dear Ms. Sweeney:

Sabine Pass Liquefaction, LLC (“Sabine Pass”) hereby submits¹ for filing under seal, a non-redacted copy of the Novation and Amendment Agreement, dated February 17, 2022, among Cheniere Marketing, LLC (“Cheniere Marketing”), Sabine Pass and Glencore Ltd. (“Glencore”), among others (the “Novation and Amendment Agreement”) and the amended and restated long-term sale and purchase agreement (the “A&R SPA”) entered into by Sabine Pass on February 17, 2022 with Glencore for the long-term sale and export of liquefied natural gas (“LNG”) from the Sabine Pass LNG Terminal. The Novation and Amendment Agreement assigns to Sabine Pass the previously submitted long-term sale and purchase agreement entered into by Cheniere Marketing and Glencore on October 22, 2021 and provides for the execution of the A&R SPA to amend and restate the original long-term sale and purchase agreement in connection with such assignment.

Sabine Pass is also filing herewith a public summary of the major provisions of the A&R SPA. This filing is being submitted in accordance with Department of Energy, Office of Fossil Energy (“DOE/FE”) Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, and 4520 (each as may have been amended).² Sabine Pass hereby requests confidential treatment of the

¹ The Novation and Amendment Agreement and A&R SPA are being sent to DOE/FE by overnight mail.

² *Sabine Pass Liquefaction, LLC, Order Granting Long-Term Authorization to Export Liquefied Natural Gas from Sabine Pass LNG Terminal to Free Trade Nations*, DOE/FE Order No. 2833, FE Docket No. 10-85-LNG (September 7, 2010); *Sabine Pass Liquefaction, LLC, Final Opinion and Order Granting Long-Term Authorization to Export Liquefied Natural Gas from Sabine Pass LNG Terminal to Non-Free Trade Agreement Nations*, DOE/FE Order No. 2961-A, FE Docket No. 10-111-LNG (August 7, 2012), *Errata* (September 4, 2012); *Sabine Pass Liquefaction, LLC, Order Granting Authorization to Export Liquefied Natural Gas by Vessel Pursuant to the Long-Term Contract with Total Gas & Power North America, Inc. from the Sabine Pass LNG Terminal to Free Trade Agreement Nations*, DOE/FE Order No. 3306, FE Docket No. 13-30-LNG (July 11, 2013); *Sabine Pass Liquefaction, LLC, Order Granting Authorization to Export Liquefied Natural Gas by Vessel Pursuant to the Long-Term Contract with Centrica plc from the Sabine Pass LNG Terminal to Free Trade Agreement Nations*, DOE/FE Order No. 3307, FE Docket No. 13-42-LNG (July 12, 2013); *Sabine Pass Liquefaction, LLC, Order Granting Long-Term, Multi-Contract Authorization to Export Liquefied Natural Gas by Vessel from the Sabine Pass LNG Terminal to Free Trade Agreement Nations*, DOE/FE Order No. 3384, FE Docket No. 13-121-LNG (January 22, 2014); *Sabine Pass Liquefaction, LLC, Order Granting Long-Term Multi-Contract Authorization to Export Liquefied Natural Gas by Vessel from the Sabine Pass LNG Terminal in*

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Novation and Amendment Agreement and A&R SPA filed herewith, as each contains commercially sensitive information.

Should you have any questions, please contact the undersigned at (713) 375-5000.

Respectfully submitted,

/s/ Taylor Johnson
Taylor Johnson
Sabine Pass Liquefaction, LLC

Cameron Parish, Louisiana, to Free Trade Agreement Nations, DOE/FE Order No. 3595, FE Docket No. 14-92-LNG (February 12, 2015); Sabine Pass Liquefaction, LLC, Final Opinion and Order Granting Long-Term, Multi-Contract Authorization to Export Liquefied Natural Gas by Vessel from the Sabine Pass LNG Terminal Located in Cameron Parish, Louisiana, to Non-Free Trade Agreement Nations, DOE/FE Order No. 3669, FE Docket Nos. 13-30-LNG, 13-42-LNG & 13-121-LNG (June 26, 2015); Sabine Pass Liquefaction, LLC, Final Opinion and Order Granting Long-Term, Multi-Contract Authorization to Export Liquefied Natural Gas by Vessel from the Sabine Pass LNG Terminal Located in Cameron Parish, Louisiana, to Non-Free Trade Agreement Nations, DOE/FE Order No. 3792, FE Docket No. 15-63-LNG (March 11, 2016); Sabine Pass Liquefaction, LLC, Order Granting Long-Term Authorization to Export Liquefied Natural Gas to Free Trade Agreement Nations, DOE/FE Order No. 4520, FE Docket No. 19-125-LNG (April 14, 2020).

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

**AMENDED AND RESTATED LNG SALE AND PURCHASE AGREEMENT (FOB),
DATED FEBRUARY 17, 2022, BETWEEN SABINE PASS LIQUEFACTION, LLC AND
GLENCORE LTD.**

1. DOE Order/FE Docket No(s):

FE Docket Nos. 10-85-LNG, 10-111-LNG, 13-30-LNG, 13-42-LNG, 13-121-LNG, 14-92-LNG, 15-63-LNG, & 19-125-LNG
DOE/FE Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, & 4520 (each as may have been amended)

2. LNG Liquefaction/Export Facility and Location:

LNG may be delivered by Seller to Buyer at the Sabine Pass LNG Terminal located in Cameron Parish, Louisiana or at any number of liquefaction plants, subject to the terms and conditions of the contract.

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

The contract was initially entered into by Cheniere Marketing, LLC. Cheniere Marketing, LLC has assigned the contract to Sabine Pass Liquefaction, LLC, the owner of the Sabine Pass LNG Terminal.

4. Exact Legal Name of Parties/Counterparties to Contract:

Seller: Sabine Pass Liquefaction, LLC
Buyer: Glencore Ltd.

5. a. Contract Type (e.g. Purchase and Sale Agreement; Liquefaction Tolling Agreement, etc.):

Novation and Amendment Agreement
LNG Sale and Purchase Agreement

b. Firm or Interruptible Contract:

Firm

6. Date of the Contract:

February 17, 2022

7. Contract Term:

Pursuant to the terms of the contract, a supply period of approximately thirteen (13) years, beginning in 2023.

8. Annual Quantity:

An amount equal to approximately forty-two million (42,000,000) MMBtus per full calendar year, subject to the terms and conditions of the contract.

9. Take or Pay (or equivalent) Provisions/Conditions:

Pursuant to the terms of the contract, during any contract year, the Seller is obliged to make available to Buyer the scheduled cargo quantity, or compensate Buyer if not made available, unless otherwise excused under the contract. Similarly, during any contract year, the Buyer is obliged to take and pay for the scheduled cargo quantity, or compensate the Seller if not taken, unless otherwise excused under the contract.

10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate:

Not applicable

11. Legal Name of Entity(ies) that has(have) Title to the Natural Gas and LNG through the LNG Facility until Export (at the Flange of the Vessel):

Sabine Pass Liquefaction, LLC or other entity (as applicable, depending upon delivery point)

12. Export Destination Restrictions in the Contract:

The contract restricts resale or transfer of LNG received by the Buyer under the contract to destination countries permitted under (i) the applicable DOE/FE export authorizations and (ii) U.S. law.

13. Resale Provisions:

The contract provides for the parties to agree to comply with the applicable export authorizations, including incorporating into any resale contract for LNG sold under the contract the necessary conditions to ensure compliance with the applicable export authorizations.

14. Other Major Non-proprietary Provisions, if applicable:

None