

RECEIVED

By Docket Room at 1/8/2021



Cheniere Energy, Inc.
700 Milam Street, Suite 1900
Houston, Texas 77002
phone: 713.375.5000
fax: 713.375.6000

January 8, 2021

Ms. Amy Sweeney, Director
Office of Regulatory and International Engagement
Office of Fossil Energy
Forrestal Building, FE-34, Room 3E-052
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, 3306-A, 3307, 3307-A, 3384, 3384-A, 3595, 3669, 3669-B, 3792 & 4520
Long-Term Supply Contract**

Dear Ms. Sweeney:

Sabine Pass Liquefaction, LLC ("Sabine Pass") hereby submits¹ for filing under seal, a non-redacted copy of the NAESB Base Contract for Sale and Purchase of Natural Gas ("Base Contract") and the Transaction Confirmation ("Confirmation"), entered into by Sabine Pass on June 5, 2014 and January 5, 2021 (respectively) with Macquarie Energy LLC ("Counterparty"). Under the Base Contract and Confirmation, Counterparty will sell and Sabine Pass will purchase natural gas on a long-term basis. Sabine Pass intends to liquefy the natural gas purchased from Counterparty at the Sabine Pass LNG facilities.

Sabine Pass is also filing herewith a public summary of the major provisions of the Base Contract and Confirmation. This filing is being submitted in accordance with Department of Energy, Office of Fossil Energy ("DOE/FE") Order Nos. 2833, 2961-A, 3306, as amended by 3306-A, 3307, as amended by 3307-A, 3384, as amended by 3384-A, 3595, 3669, as amended by 3669-B, & 3792.² Sabine Pass hereby requests confidential treatment of the Base Contract

¹ The Base Contract and Confirmation 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 (Sept. 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 (Aug. 7, 2012), *Errata* (Sept 4, 2012); *Sabine Pass Liquefaction, LLC, Opinion and Order Denying Request for Rehearing of Order Denying Motion for Late Intervention, Dismissing Request for Rehearing of Order No. 2961-A, and Dismissing Motion for a Stay Pendente Lite*, DOE/FE Order No. 2961-B, FE Docket No. 10-111-LNG (Jan. 25, 2013); *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 (Jan. 22, 2014); *Sabine Pass*

Ms. Amy Sweeney

1/8/2021

Page 2

and Confirmation filed herewith, as they contain 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

Liquefaction, LLC, Order Granting Long-Term Multi-Contract Authorization to Export Liquefied Natural Gas by Vessel from the Sabine Pass LNG Terminal in Cameron Parish, Louisiana, to Free Trade Agreement Nations, DOE/FE Order No. 3595, FE Docket No. 14-92-LNG (Feb. 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 (Mar. 11, 2016); Sabine Pass Liquefaction, LLC, Order Granting Withdrawal of Filing and Request for Clarification, DOE/FE Order Nos. 3306-A, 3307-A, 3384-A, & 3669-B, FE Docket Nos. 13-30-LNG, 13-42-LNG & 13-121-LNG (Oct. 31, 2017); Sabine Pass Liquefaction, LLC, Order Granting Long-Term Authorization to Export Liquefied Natural Gas to Free Trade Nations, DOE/FE order Nos. 4520, FE Docket No. 19-125-LNG (April 14, 2020).

**Long-Term Supply Contract
Major Provisions Summary**

GAS SUPPLY AGREEMENT
BETWEEN SABINE PASS LIQUEFACTION, LLC AND
MACQUARIE ENERGY LLC

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

DOE Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, 3306-A, 3307-A, 3384-A, 3669-B & 4520

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

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

Seller: Macquarie Energy LLC
Buyer: Sabine Pass Liquefaction, LLC

3. Contract Type:

Gas Supply Agreement

4. Date of the Contract:

Base Contract for Sale and Purchase of Natural Gas (NAESB): June 5, 2014

Transaction Confirmation: January 5, 2021

5. Supply Period:

3 years

6. Annual Contract Quantity:

Approximately 18,250,000 MMBtu

7. Take or Pay Provisions:

Pursuant to the terms of the contract, in respect of any day, the Seller is obliged to deliver to Buyer a specified quantity of gas, or compensate the Buyer if not made available, unless otherwise excused under the contract. Similarly, in respect of any day, the Buyer is obliged to take a specified quantity of gas, or compensate the Seller if not taken, unless otherwise excused under the contract.