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RECEIVED

By Docket Room at 4:09 pm, Nov 30, 2022

November 30, 2022

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

**Re: In the Matter of Sabine Pass Liquefaction, LLC
FECM 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/FECM Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, 4520, &
4800 (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:

- (i) the Assignment, Assumption and Consent Agreement, dated March 15, 2022, among Corpus Christi Liquefaction Stage III, LLC ("CCL3"), Sabine Pass, and Tourmaline Oil Marketing Corp. ("Counterparty") (the "Assignment Agreement") which assigns the Gas Supply Agreement (the "GSA" and together with the Assignment Agreement, the "Contract") entered into by CCL3 on July 15, 2021 with Counterparty² from CCL3 to Sabine Pass. Under the Contract, 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 Terminal; and
- (ii) the long-term sale and purchase agreement (the "SPA" and together with the Contract, the "Agreements") entered into by Sabine Pass on November 1, 2022 with Cheniere Marketing International LLP ("CMI") for the long-term sale and export of liquefied natural gas from the Sabine Pass LNG Terminal.

Sabine Pass is also filing herewith a public summary of the major provisions of the Agreements. This filing is being submitted in accordance with Department of Energy, Office of Fossil Energy and Carbon Management ("DOE/FECM") Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, 4520, and 4800 (each as may have been amended).³ Sabine Pass hereby

¹ The Agreements are being sent to DOE/FECM by overnight mail. The Assignment Agreement is also being filed contemporaneously under DOE/FECM Docket Nos. 12-97-LNG, 12-99-LNG, 19-124-LNG, & 18-78-LNG.

² CCL3 previously submitted the GSA to DOE/FECM for filing under seal on July 29, 2021.

³ *Sabine Pass Liquefaction, LLC, Order Granting Long-Term Authorization to Export Liquefied Natural Gas from Sabine Pass LNG Terminal to Free Trade Nations*, DOE/FECM Order No. 2833, FECM 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*

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requests confidential treatment of the Agreements 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

Nations, DOE/FECM Order No. 2961-A, FECM 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/FECM Order No. 3306, FECM 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/FECM Order No. 3307, FECM 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/FECM Order No. 3384, FECM 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 Cameron Parish, Louisiana, to Free Trade Agreement Nations, DOE/FECM Order No. 3595, FECM 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/FECM Order No. 3669, FECM 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/FECM Order No. 3792, FECM 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/FECM Order No. 4520, FECM Docket No. 19-125-LNG (April 14, 2020); Sabine Pass Liquefaction, LLC, Order Granting Long-Term Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Nations, DOE/FECM Order No. 4800, FECM Docket No. 19-125-LNG (March 16, 2022).

Major Provisions Summary

**LNG SALE AND PURCHASE AGREEMENT (FOB), DATED NOVEMBER 1, 2022,
BETWEEN SABINE PASS LIQUEFACTION, LLC
AND CHENIERE MARKETING INTERNATIONAL LLP**

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

FECM 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/FECM Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, 4520 & 4800
(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 entered into by Sabine Pass Liquefaction, LLC, which is the owner of the Sabine Pass LNG Terminal, and Cheniere Marketing International LLP, which is an affiliate of Sabine Pass Liquefaction, LLC.

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

Seller: Sabine Pass Liquefaction, LLC
Buyer: Cheniere Marketing International LLP

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

LNG Sale and Purchase Agreement

b. Firm or Interruptible Contract:

Firm

6. Date of the Contract:

November 1, 2022

7. Contract Term:

Pursuant to the terms of the contract, a supply period of 15 years, beginning in 2023.

8. Annual Quantity:

An amount equal to approximately 44,000,000 MMBtus per contract 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/FECM 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