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January 23, 2017

Mr. John Anderson, Director
Office of Regulation and International Engagement
Office of Fossil Energy, U.S. Department of Energy
Forrestal Building, FE-34
1000 Independence Avenue, S.W.
Washington, D.C. 20585

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**Re: In the Matter of Sabine Pass Liquefaction, LLC
FE Docket Nos. 10-85-LNG & 10-111-LNG
DOE/FE Order Nos. 2833 & 2961-A
Long-Term Contract Summary**

Dear Mr. Anderson:

Sabine Pass Liquefaction, LLC (“Sabine Pass”) hereby submits a public summary of the major provisions of a sale and purchase agreement and amendment thereto (“SPA”), entered into by Sabine Pass for the long-term export of liquefied natural gas (“LNG”) from the Sabine Pass LNG Terminal. This filing is being submitted in accordance with DOE/FE Order No. 2833,¹ and DOE/FE Order No. 2961-A.² The Sabine Pass SPA Summary being submitted herewith is the May 14, 2012 Agreement with Cheniere Marketing, LLC (as amended and restated August 5, 2014).

Should you have any questions, please contact the undersigned at (212) 318-3009.

Respectfully submitted,

/s/ Lisa M. Tonery

Lisa M. Tonery
Mariah T. Johnston
Attorneys for
Sabine Pass Liquefaction, LLC

¹ *Sabine Pass Liquefaction, LLC*, DOE/FE Order No. 2833, Ordering Paragraph D, FE Docket No. 10-85-LNG (Sept. 7, 2010) (granting Sabine Pass authorization to engage in long-term exports of LNG to free trade agreement [“FTA”] nations).

² *Sabine Pass Liquefaction, LLC*, DOE/FE Order No. 2961-A, Ordering Paragraph G, FE Docket No. 10-111-LNG (Aug. 7, 2012) (granting Sabine Pass authorization to engage in long-term exports of LNG to non-FTA nations).

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**LNG Sale and Purchase Agreement and Amendment
Major Provision Summary**

**AMENDED AND RESTATED LNG SALE AND PURCHASE AGREEMENT (FOB),
DATED AUGUST 5, 2014 BETWEEN SABINE PASS LIQUEFACTION, LLC
AND CHENIERE MARKETING, LLC
(AMENDING AND REPLACING IN ITS ENTIRETY)
LNG SALE AND PURCHASE AGREEMENT (FOB), DATED MAY 14, 2012
BETWEEN SABINE PASS LIQUEFACTION, LLC AND CHENIERE MARKETING, LLC**

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

DOE Order Nos. 2833 & 2961-A
FE Docket Nos. 10-85-LNG & 10-111-LNG

2. LNG Liquefaction/Export Facility and Location:

Sabine Pass LNG Terminal located in Cameron Parish, Louisiana.

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

The contract has been entered into by 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: Cheniere Marketing, LLC

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

LNG Sale and Purchase Agreement and Amendment thereto.

b. Firm or Interruptible Contract:

Firm.

6. Date of the Contract:

May 14, 2012 (as amended and restated August 5, 2014).

7. Contract Term:

Supply period of approximately 20 years from the earlier of August 1, 2018 or date of first commercial delivery.³ The term may be extended for up to 10 years in accordance with the terms of the contract.

³ Or such earlier date as is required by the terms of any relevant export authorization.

8. Annual Quantity:

The quantity of LNG that Seller, acting as a reasonable and prudent operator and pursuant to the contract terms, in good faith determines would be prudent to commit to produce in excess of the sum of the quantities that Seller is required to make available under Third Party LNG SPAs.

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, 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.

12. Export Destination Restrictions in the Contract:

The contract restricts exports of LNG received by the buyer from the Sabine Pass LNG Terminal 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.

The parties agree to take no action, or omit to take any action, that would violate any law applicable to that party.

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

None.