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August 6, 2018

Ms. Amy Sweeney, Director
Office of Regulatory and International Engagement
Office of Fossil Energy
Forrestal Building, FE-34, Room 3E-052
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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, 13-30-LNG, 13-42-LNG, 13-121-LNG, 14-92-LNG & 15-63-LNG
DOE/FE Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, 3306-A, 3307-A, 3384-A & 3669-B
Long-Term Contract**

Dear Ms. Sweeney:

Sabine Pass Liquefaction, LLC ("Sabine Pass") hereby submits for filing under seal, a non-redacted copy of a sale and purchase agreement ("SPA"), entered into by Cheniere Marketing, LLC on May 16, 2018 with Trafigura Pte Ltd¹ for the long-term export of liquefied natural gas from the Sabine Pass LNG Terminal.²

Sabine Pass is also filing a public summary of the major provisions of the SPA. This filing is being submitted in accordance with DOE/FE Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, 3306-A, 3307-A, 3384-A & 3669-B.³ Sabine Pass hereby requests confidential

¹ Amends, supersedes and replaces entirely the previously filed SPA between Cheniere Marketing, LLC and Trafigura Pte Ltd. dated January 12, 2018. This SPA is also being filed contemporaneously under DOE/FE Docket Nos. 12-97-LNG & 12-99-LNG.

² The SPA is being sent to DOE/FE by overnight mail.

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/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*

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treatment of the SPA filed herewith, as it contains commercially sensitive information.

Should you have any questions, please contact the undersigned at (212) 506-3710.

Respectfully submitted,

/s/ Lisa M. Tonery
Lisa M. Tonery
Mariah T. Johnston
Attorneys for
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).

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

**AMENDED AND RESTATED LNG SALE AND PURCHASE AGREEMENT (FOB),
DATED MAY 16, 2018, BETWEEN CHENIERE MARKETING, LLC AND TRAFIGURA
PTE LTD¹**

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

DOE/FE Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, 3306-A, 3307-A, 3384-A & 3669-B.
FE Docket Nos. 10-85-LNG, 10-111-LNG, 13-30-LNG, 13-42-LNG, 13-121-LNG, 14-92-LNG & 15-63-LNG.

2. LNG Liquefaction/Export Facility and Location:

Sabine Pass Liquefaction Project (located in Cameron Parish, Louisiana) or Corpus Christi Liquefaction Project (located near Corpus Christi, Texas, in San Patricio and Nueces Counties).

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

The contract has been entered into by Cheniere Marketing, LLC, which is an affiliate of Sabine Pass Liquefaction, LLC (the owner of the Sabine Pass Liquefaction Project) and Corpus Christi Liquefaction, LLC (the owner of the Corpus Christi Liquefaction Project).

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

Seller: Cheniere Marketing, LLC.
Buyer: Trafigura Pte Ltd.

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

Amended and Restated LNG Sale and Purchase Agreement.

b. Firm or Interruptible Contract:

Firm.

6. Date of the Contract:

May 16, 2018.

7. Contract Term:

Pursuant to the terms of the contract, supply period beginning in 2019 and ending in

¹ Amends, supersedes and replaces entirely the previously filed SPA between Cheniere Marketing, LLC and Trafigura Pte Ltd. dated January 12, 2018. This SPA is also being filed contemporaneously under DOE/FE Docket Nos. 12-97-LNG & 12-99-LNG.

2033, unless earlier terminated pursuant to its terms.

8. Annual Quantity:

An amount equal to 53,200,000 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 Corpus Christi Liquefaction, LLC (as applicable).

12. Export Destination Restrictions in the Contract:

The contract restricts exports of LNG received by the Buyer from the Corpus Christi Liquefaction Project or the Sabine Pass Liquefaction Project 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.