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**RECEIVED**

**By Docket Room at 8:00 am, Sep 01, 2023**

August 31, 2023

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, DC 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 submits<sup>1</sup> for filing under seal, a non-redacted copy of the long-term sale and purchase agreement ("SPA") entered into by Cheniere Marketing, LLC ("Cheniere Marketing") on August 11, 2023 with BASF SE ("BASF") for the long-term sale and export of liquefied natural gas ("LNG") from the Sabine Pass LNG Terminal. Under the SPA, LNG may also be delivered by Cheniere Marketing to BASF from other sources, including from the Corpus Christi Liquefaction Project.<sup>2</sup>

Sabine Pass is also filing herewith a public summary of the major provisions of the SPA. 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).<sup>3</sup> Sabine Pass hereby requests

<sup>1</sup> The SPA is being sent to DOE/FECM by overnight mail.

<sup>2</sup> This SPA is also being filed contemporaneously under DOE/FECM Docket Nos. 12-97-LNG, 12-99-LNG, 19-124-LNG, 18-78-LNG & 23-46-LNG.

<sup>3</sup> *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 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.

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confidential treatment of the SPA filed herewith, as it 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*

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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).

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

**LNG SALE AND PURCHASE AGREEMENT (FOB), DATED AUGUST 11, 2023,  
BETWEEN CHENIERE MARKETING, LLC AND BASF SE**

**1. DOE Order/FECM Docket No(s)<sup>1</sup>:**

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 Cheniere Marketing, LLC, which is an affiliate of Sabine Pass Liquefaction, LLC (the owner of the Sabine Pass LNG Terminal).

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

Seller: Cheniere Marketing, LLC

Buyer: BASF SE

**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:**

August 11, 2023

**7. Contract Term:**

Pursuant to the terms of the contract, a supply period of approximately eighteen (18) years, beginning in 2026.

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<sup>1</sup> This SPA is also being filed contemporaneously under DOE/FECM Docket Nos. 12-97-LNG, 12-99-LNG, 19-124-LNG, 18-78-LNG & 23-46-LNG.

**8. Annual Quantity:**

A plateau quantity of approximately 45,000,000/MMBtu per full calendar year (with a lower annual quantity during each of the first few years), 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

**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