

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

fax: 713.375.6000

By Docket Room at 11:58am, Oct. 14, 2021

RECEIVED

October 14, 2021

Ms. Amy Sweeney, Director Office of Regulation, Analysis and Engagement Office of Fossil Energy Forrestal Building, FE-34 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, 15-62-LNG, 8-10-125-LNG, 10-125-LNG, 13-30-LNG, 13-42-LNG, 13-121-LNG, 14-92-LNG, 15-62-LNG, 15-62-LNG,

LNG, 15-63-LNG, & 19-125-LNG;

DOE/FE Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, & 4520 (each as may

have been amended) Long-Term Contract

Dear Ms. Sweeney:

Sabine Pass Liquefaction, LLC ("Sabine Pass") hereby submits for filing under seal, a non-redacted copy of the long-term sale and purchase agreement (the "SPA") entered into by Cheniere Marketing, LLC ("Cheniere Marketing") on October 1, 2021 with ENN LNG (Singapore) Pte. Ltd. ("ENN") 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 ENN 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 ("DOE/FE") Order Nos. 2833, 2961-A, 3306, 3307, 3384, 3595, 3669, 3792, and 4520 (each as may have been amended).<sup>3</sup>

<sup>&</sup>lt;sup>1</sup> The SPA is being sent to DOE/FE by overnight mail.

The SPA is also being filed contemporaneously under DOE/FE Docket Nos. 12-97-LNG, 12-99-LNG, & 19-124-LNG

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 (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/FE Order No. 2961-A, FE 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/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 (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/FE Order No. 3595, FE 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/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

Ms. Amy Sweeney October 14, 2021 Page 2

Sabine Pass hereby requests 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

# LNG Sale and Purchase Agreement Major Provisions Summary

# LNG SALE AND PURCHASE AGREEMENT (FOB), DATED OCTOBER 1, 2021, BETWEEN CHENIERE MARKETING, LLC AND ENN LNG (SINGAPORE) PTE. LTD. <sup>4</sup>

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

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, 3307, 3384, 3595, 3669, 3792, & 4520 (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: ENN LNG (Singapore) Pte. Ltd.

# 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:

October 1, 2021

#### 7. Contract Term:

Pursuant to the terms of the contract, a supply period of approximately thirteen (13) years, beginning in 2022.

#### 8. Annual Quantity:

<sup>&</sup>lt;sup>4</sup> This SPA is also being filed contemporaneously under DOE/FE Docket Nos. 12-97-LNG, 12-99-LNG & 19-124-LNG.

An amount equal to approximately forty-six million (46,000,000) MMBtus per full calendar 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/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