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RECEIVED

By Docket Room at 1:00 pm, Sep 16, 2019

September 16, 2019

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

Dear Ms. Sweeney:

Sabine Pass Liquefaction, LLC ("Sabine Pass") hereby submits¹ for filing under seal, a non-redacted copy of a NAESB Base Contract for Sale and Purchase of Natural Gas ("Base Contract") and a Transaction Confirmation ("Confirmation"), entered into by Sabine Pass on April 15, 2014 and August 27, 2019 (respectively) with Ascent Resources – Utica, LLC ("Ascent"). Under the Base Contract and Confirmation, Ascent will sell and Sabine Pass will purchase natural gas on a long-term basis. The Confirmation amends and restates the terms of a Transaction Confirmation executed by Ascent and Sabine Pass on June 6, 2018, a non-redacted copy of such earlier Transaction Confirmation also being submitted herewith for filing under seal.¹ Sabine Pass intends to liquefy the natural gas purchased from Ascent at the Sabine Pass LNG Terminal.

Sabine Pass is also filing herewith a public summary of the major provisions of the contracts. This filing is being submitted in accordance with Department of Energy, Office of Fossil Energy ("DOE/FE") Order Nos. 2833, 2961-A, 3306, as amended by 3306-A, 3307, as amended by 3307-A, 3384, as amended by 3384-A, 3595, 3669, as amended by 3669-B, & 3792.² Sabine

¹ The Base Contract and Transaction Confirmations are being sent to DOE/FE by overnight mail.

² *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*

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Pass hereby requests confidential treatment of the Base Contract and Transaction Confirmations 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

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 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).

**Long-Term Supply Contract
Major Provisions Summary**

**GAS SALES AGREEMENT
BETWEEN SABINE PASS LIQUEFACTION, LLC AND
ASCENT RESOURCES – UTICA, LLC**

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

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

Seller: Ascent Resources – Utica, LLC

Buyer: Sabine Pass Liquefaction, LLC

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

Gas sales agreement

4. Date of the Contract(s):

Base Contract – April 15, 2014

Transaction Confirmation – August 27, 2019, amending and restating a previous Transaction Confirmation dated June 6, 2018

5. Supply Period:

Approximately 10 years

6. Annual Contract Quantity:

Approximately 92,000,000 during the initial five years of the supply period, and 46,000,000 MMBtu during the final five years of the supply period

7. Take or Pay Provisions:

Pursuant to the terms of the contracts, in respect of any day, the Seller is obliged to deliver to Buyer a specified quantity of gas, or compensate the Buyer if not made available, unless otherwise excused under the contract. Similarly, in respect of any day, the Buyer is obliged to take a specified quantity of gas, or compensate the Seller if not taken, unless otherwise excused under the contract.