

**AMENDED AND RESTATED LNG SALE AND PURCHASE AGREEMENT (FOB)
DATED JANUARY 25, 2012
BETWEEN SABINE PASS LIQUEFACTION, LLC AND BG GULF COAST LNG, 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: BG Gulf Coast LNG, LLC

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:

January 25, 2012.

7. Contract Term:

Supply period of approximately 20 years from the date of first commercial delivery. The term may be extended for up to 10 years in accordance with the terms of the contract.

8. Annual Quantity:

An amount set pursuant to the contract terms.

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 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, or cause the other party to be in violation of any law applicable to that party.

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

None.