

January 9, 2023

David Wochner
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Ms. Amy Sweeney, Director
Office of Regulatory and International Engagement
Office of Fossil Energy
U.S. Department of Energy
Forrestal Building, FE-34, Room 3E-052
1000 Independence Avenue, S.W.
Washington, D.C. 20585

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**Re: Rio Grande LNG, LLC – Amendment to Long Term Contract
DOE/FE Docket No. 15-190-LNG; DOE/FE Order Nos. 3869, 4492**

Dear Ms. Sweeney:

On April 6, 2022, Rio Grande LNG, LLC (“Rio Grande LNG”) entered into a long-term sale and purchase agreement (“SPA”) with ENN LNG (Singapore) Pte. Ltd. (“ENN”) for the sale and long-term export of liquefied natural gas (“LNG”) from the Rio Grande LNG facility (“ENN SPA”). On May 6, 2022, pursuant to Ordering Paragraph D of DOE/FE Order 3869 and Ordering Paragraph I of DOE/FE Order 4492, Rio Grande LNG submitted under seal an unredacted hard copy of the ENN SPA, as well as a summary of the major provisions of the ENN SPA for public posting.

On December 23, 2022, Rio Grande LNG and ENN executed an amended and restated ENN SPA. The amended and restated ENN SPA increases the quantity of LNG provided in the ENN SPA on file with DOE/FE from 78,000,000 MMBtu (1.5 MTPA) to 104,000,000 MMBtu (2.0 MTPA) and makes certain revisions to the pricing mechanism. The amended and restated ENN SPA does not otherwise alter any of the material terms of the ENN SPA. Rio Grande LNG is submitting for filing under seal by overnight mail, an unredacted copy of the amended and restated ENN SPA. Rio Grande LNG respectfully requests confidential treatment of the amended ENN SPA to the greatest extent permitted by law because it contains highly confidential and commercially sensitive and proprietary information.

In addition, consistent with Ordering Paragraphs D and I of Rio Grande LNG’s authorization orders, Rio Grande LNG also includes with this filing a summary of the major provisions of the amended and restated ENN SPA reflecting the increased volumes, for public posting.

If you have any questions regarding this filing, please contact me at (202) 778-9014 or at david.wochner@klgates.com.

Best regards,

A handwritten signature in black ink that reads "David Wochner". The signature is written in a cursive style with a large, stylized "D" and "W".

David Wochner
Counsel for Rio Grande LNG, LLC

**LNG EXPORTS LONG-TERM CONTRACT
MAJOR PROVISIONS SUMMARY
Rio Grande LNG, LLC**

1. **DOE/FE Order Number(s):** 3869
DOE/FE Docket Number(s): 15-190-LNG

2. **LNG liquefaction/export facility and location:**

Proposed LNG liquefaction facility to be owned by Rio Grande LNG, LLC and located on approximately 984 acres situated in Cameron County, Texas (the "**Facility**"). One of the parcels of land for the Facility has an address of 48326 Highway 48, Port Isabel, Texas 78587.

3. **Describe affiliation with the LNG liquefaction export facility (e.g., owner, capacity holder, etc.):**

The contract has been entered by Rio Grande LNG, LLC, the owner of the Facility.

4. **Exact legal name of parties/counterparties to the contract:**

Seller: Rio Grande LNG, LLC
Buyer: ENN LNG (Singapore) Pte. Ltd.

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

Purchase and Sale Agreement (the "**contract**")

- 5b. Firm or interruptible contract:**

Firm

6. **Date of contract:**

December 23, 2022

7. **Contract term:**

Effective on the execution date with an initial term of 20 years commencing on the start of commercial deliveries associated with the third liquefaction train from the Facility. Extension of term only upon mutual written agreement of the parties.

8. **Quantity:**

104,000,000 MMBtus per annum

9. **Take or Pay (or equivalent) provisions/conditions (please describe):**

Certain volumes scheduled for delivery under the contract may be terminated by Buyer, subject to payment by Buyer of a monthly service charge and other conditions. If Buyer impermissibly fails to take volumes scheduled for delivery under the contract that are not subject to termination, Buyer

is responsible for paying 'cover damages' that are designed to place Rio Grande LNG, LLC in the position it would have been in had there been no failure to take by Buyer.

10. Supplier (titleholder) of natural gas to the liquefaction facility (include whether long- or short-term supply, or both) if appropriate. If this does not include the purchase and sale of natural gas, please mark this section "Not Applicable":

Rio Grande LNG, LLC will be responsible for the short and long-term acquisition of natural gas for the Facility's production of LNG sold under the contract.

11. Legal name of entity(ies) that has (have) title of the natural gas and LNG through the LNG facility until export (at the flange of the vessel):

Rio Grande LNG, LLC

12. Export destination restrictions in the contract:

The contract restricts the delivery of LNG exports from the Facility only to destination countries permitted under the applicable DOE/FE export authorizations and US law.

13. Resale provisions:

The contract requires that the Buyer include any specific contractual provisions as may be required under the applicable DOE/FE Export authorizations and US law with respect to any resale contract for LNG acquired under the contract.

14. Other major non-proprietary provisions, if applicable:

None.

I affirm that the foregoing is true and accurate to the best of my knowledge.

Dated: January 9, 2023

Submitted By:



Vera de Gyarfas
General Counsel
Rio Grande LNG, LLC