

February 6, 2023

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Ms. Amy Sweeney, Director
Office of Regulatory, Analysis and Engagement
Office of Fossil Energy
U.S. Department of Energy
Forrestal Building, FE-34
1000 Independence Avenue, S.W.
Washington, D.C. 20585

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

Dear Ms. Sweeney:

Pursuant to Ordering Paragraph D of DOE/FE Order 3869, and Ordering Paragraph I of DOE/FE Order 4492, Rio Grande LNG, LLC (“Rio Grande LNG”) submits for filing under seal by overnight mail, a non-redacted copy of a long-term sale and purchase agreement (“SPA”), entered into with ITOCHU Corporation (“ITOCHU”) on January 19, 2023 for the sale and long-term export of liquefied natural gas (“LNG”) from the Rio Grande LNG facility (“ITOCHU SPA”). Rio Grande LNG respectfully requests confidential treatment of the ITOCHU SPA to the greatest extent permitted by law because it contains highly confidential and commercially sensitive and proprietary information.

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 ITOCHU SPA 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,



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 and 4492
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: ITOCHU Corporation

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:**

January 19, 2023

7. **Contract term:**

A supply period of approximately 15 years from the date of first commercial delivery associated with the third liquefaction train from the Facility.

8. **Quantity:**

An amount equal to approximately fifty-one million (51,000,000) MMBtu per full calendar year.

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

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 (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: February 6, 2023

Submitted By:



Vera de Gyarfas
General Counsel
Rio Grande LNG, LLC