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April 26, 2019

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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

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

Dear Ms. Sweeney:

Pursuant to Ordering Paragraph D of DOE/FE Order 3869, 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 Shell NA LNG LLC (“Shell”) on March 28, 2019 for the sale and long-term export of liquefied natural gas (“LNG”) from the Rio Grande LNG facility. Rio Grande LNG respectfully requests confidential treatment of the SPA to the greatest extent permitted by law because it contains highly confidential and commercially sensitive and proprietary information.

Consistent with Ordering Paragraph D, Rio Grande LNG also includes with this filing a summary of the major provisions of the 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
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: Shell NA LNG LLC

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:**

March 28, 2019

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 first liquefaction train from the Facility.

8. **Quantity:**

106.5 Trillion Btus per annum

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

Subject to and in accordance with the terms and conditions of the contract, commencing on the date that commercial operation begins, Seller shall sell and make available for delivery, or compensate Buyer if not made available for delivery, export cargoes at the point at which the

flange coupling of the LNG transfer line at the Facility joins the flange coupling of the LNG intake manifold of an LNG tanker, and Buyer shall take and pay for, or compensate Seller if not taken, such export cargoes.

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.

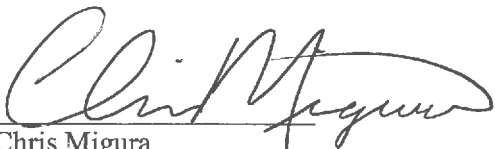
14. Other major non-proprietary provisions, if applicable:

None.

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

Dated: April 25, 2019

Submitted By:



Chris Migura
Deputy General Counsel
Rio Grande LNG, LLC