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U.S. Department of Energy
Office of Fossil Energy and Carbon Management
Office of Resource Sustainability
Office of Regulation, Analysis, and Engagement (FE-34)
Washington, D.C. 20585
*via email* Fergas@hq.doe.gov

**Re: Rio Grande LNG, LLC,**
**Rio Grande LNG Train 4, LLC &**
**Rio Grande LNG Train 5, LLC**
**FE Docket No. 15-190-LNG**
**DOE/FECM Order Nos. 3869, 3869-A, 4492, 4492-A & 4492-B**
**Long-Term LNG Sale and Purchase Agreement**

To Whom It May Concern:

Pursuant to the Authorizations[1] issued by the U.S. Department of Energy, Office of Fossil Energy and Carbon Management ("DOE/FECM")[2] to Rio Grande LNG, LLC, Rio Grande LNG Train 4, LLC ("RGLNG 4") and Rio Grande LNG Train 5, LLC (collectively, the "RGLNG Entities"), NextDecade LNG, LLC ("NextDecade"), an affiliate of the RGLNG Entities, hereby submits a summary of major contract provisions[3] as well as a non-redacted copy of the liquefied natural gas ("LNG") sale and purchase agreement between RGLNG 4 and NextDecade LNG Marketing, LLC (together, the "Parties") dated August 7, 2025 ("Agreement").[4]

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1 *Rio Grande LNG, LLC*, Order Granting Long-Term, Multi-Contract Authorization to Export Liquefied Natural Gas By Vessel From the Proposed Rio Grande LNG Terminal in Brownsville, Texas, to Free Trade Agreement Nations, DOE/FE Order No. 3869, FE Docket No. 15-190-LNG (Aug. 17, 2016) (hereinafter "*Order No. 3869*"), *Rio Grande LNG, LLC*, Opinion and Order Granting Long-Term Authorization to Export Liquefied Natural Gas to Non-Free Trade Agreement Nations, DOE/FE Order No. 4492, FE Docket No. 15-190-LNG (Feb. 10, 2020) (hereinafter "*Order No. 4492*"), *Rio Grande LNG, LLC*, Order Extending Export Term for Authorization to Non-Free Trade Agreement Nations Through December 31, 2050, DOE/FE Order No. 4492-A, FE Docket No. 15-190-LNG (Oct. 21, 2020), *each as amended*, *Rio Grande LNG, LLC, Rio Grande LNG Train 4, LLC & Rio Grande LNG Train 5, LLC*, Order Granting Request to Amend Authorizations to Export Liquefied Natural Gas to Add Authorization Holders, DOE/FECM Order Nos. 3869-A & 4492-B, FE Docket No. 15-190-LNG (Aug. 20, 2025) (collectively, "*Authorizations*").

2 DOE/FECM was previously known as the Department of Energy, Office of Fossil Energy or "DOE/FE". In this regard, DOE/FE and DOE/FECM are used interchangeably herein.

3 *See* Attachment A.

4 NextDecade acknowledges the Agreement was not filed with DOE/FECM within the time prescribed in DOE/FE Order Nos. 3869 and 4492, and is being submitted one day out of time. Therefore, NextDecade respectfully

Condition D(i) of Order No. 3869 and Condition I(i) of Order No. 4492 require the RGLNG Entities to file, or cause others to file, with the Office of Regulation, Analysis, and Engagement a non-redacted copy of all executed long-term contracts associated with the long-term export of LNG. Additionally, DOE/FECM has stated that such long-term contracts may be filed under seal because it "recognizes that some information in … long-term commercial agreements associated with the export of LNG … may be commercially sensitive."[5] DOE/FECM has provided that, should the RGLNG Entities file, or cause to be filed, long-term contracts under seal, they also must file either: (i) a copy of the long-term contract with commercially sensitive information redacted, or (ii) a summary of all major provisions of the contract.

The Agreement contains significant, sensitive privileged and confidential information that is both commercial and financial, the release of which would cause competitive and financial harm to the Parties by providing such proprietary, commercially valuable information to competitors and future counterparties. Therefore, the Agreement is being provided to DOE/FECM under seal, via overnight mail. In this regard, and consistent with Order Nos. 3869 and 4492, Attachment A hereto provides a public summary of the major provisions of the Agreement.

Should you have any questions, please contact the undersigned at (212) 506-3710.

Respectfully submitted,

/s/ *Lisa M. Tonery*
Lisa M. Tonery
Mariah T. Johnston
Jacob I. Cunningham
*Attorneys for NextDecade LNG, LLC*

requests a one-time waiver of the 30-day filing requirement in Conditions D(i) and I(i) of DOE/FE Order Nos. 3869 and 4492, respectively.

5 *Order No. 3869*, at 9; *Order No. 4492*, at 58.

**Attachment A**
**LNG Sale and Purchase Agreement**
**Public Summary**

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

DOE/FECM Order Nos. 3869, 3869-A, 4492, 4492-A & 4492-B
FE Docket No. 15-190-LNG

**2. LNG Liquefaction/Export Facility and Location:**

The proposed natural gas liquefaction and export facility constructed and operated by Rio Grande LNG, LLC, Rio Grande LNG Train 4, LLC and Rio Grande LNG Train 5, LLC to be located along the north embankment of the Brownsville Ship Channel in Cameron County, Texas.

**3. Describe affiliation with the Export Facility (e.g. owner, capacity holder etc.):**

The Seller is Rio Grande LNG Train 4, LLC, an export authorization holder under DOE/FECM Order Nos. 3869, 3869-A, 4492, 4492-A & 4492-B. Rio Grande LNG Train 4, LLC will own the fourth liquefaction train ("Train 4") at the Rio Grande LNG Terminal.

**4. Exact Legal Name of Parties/Counterparties to Contract:**

Seller: Rio Grande LNG Train 4, LLC
Buyer: NextDecade LNG Marketing, LLC

**5a. Contract Type:**

LNG Sale and Purchase Agreement (FOB Delivery Basis)

**5b. Firm of Interruptible:**

Firm

**6. Date of the Contract:**

August 7, 2025

**7. Contract Term:**

The agreement is effective from the effective date of August 7, 2025, and is in force for a period of 20 years from the date of first commercial delivery from Train 4 and will automatically extend in accordance with the provisions of the agreement, unless terminated earlier in accordance with the provisions of the agreement.

**8. Quantity (Annual and Total, if appropriate, include +/-% flexibility):**

The Annual Contract Quantity of LNG is 41,667,000 MMBtu or approximately 0.8 MTPA, unless adjusted in accordance with the provisions of the agreement.

**9. Take or Pay Provisions (or equivalent) Provisions/Conditions (please describe):**

The agreement includes provisions that require the Buyer to pay the Seller for the Buyer's unexcused failure to take delivery of a cargo.

**10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate. If this does not include the Purchase or Sale of Natural Gas, please mark this Section "Not Applicable":**

Not applicable

**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 Train 4, LLC

**12. Export Destination Restrictions in the Contract:**

The LNG sales and purchase agreement restricts delivery of LNG received by Buyer from Seller to destination countries permitted under the applicable DOE/FECM authorization.

**13. Re-Sale Provisions:**

The LNG sale and purchase agreement contains provisions providing that the Buyer may only resell or transfer LNG to countries and/or purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such LNG to destination countries permitted and lawful under the applicable DOE/FECM authorization, and that each party agrees to comply with the DOE/FECM authorizations, including incorporating into any resale agreement for LNG (sold under the LNG sale and purchase agreement) the necessary conditions to ensure compliance with the DOE/FECM authorizations.

**14. Other Major Non-proprietary Provisions, if Applicable:**

None