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U.S. Department of Energy  
Hydrocarbons and Geothermal Energy Office  
Office of Global Energy Security (EX-34)  
Washington, D.C. 20585  
via email [Fergas@hq.doe.gov](mailto:Fergas@hq.doe.gov)

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**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 Natural Gas Supply Agreement**

To Whom It May Concern:

Pursuant to the Authorizations<sup>1</sup> issued by the U.S. Department of Energy's Hydrocarbons and Geothermal Energy Office ("DOE") to Rio Grande LNG, LLC, Rio Grande LNG Train 4, LLC and Rio Grande LNG Train 5, LLC (collectively, the "Rio Grande Entities"), NextDecade LNG, LLC ("NextDecade") hereby submits a summary of major contract provisions,<sup>2</sup> as well as a non-redacted copy of the Base Contract for Sale and Purchase of Natural Gas, between Rio Grande LNG Gas Marketing LLC, an affiliate of the Rio Grande Entities, and Shell Energy North America (US), L.P. (together, the "Parties") each dated June 30, 2025, and an associated Transaction Confirmation dated April 1, 2026 (collectively, the "Agreement").

Condition D(ii) of Order No. 3869 and Condition I(ii) of Order No. 4492 require the Rio Grande Entities to file, or cause others to file, with DOE a non-redacted copy of all executed long-term contracts associated with the long-term supply of natural gas. Additionally, DOE has stated that such long-term contracts may be filed under seal because it "recognizes that some information in ... long-term contracts associated with the long-term supply of natural gas to the Rio Grande

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<sup>1</sup> *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*").

<sup>2</sup> See Attachment A.



Terminal, may be commercially sensitive.”<sup>3</sup> DOE has provided that, should the Rio Grande 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 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

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<sup>3</sup> Order No. 3869, at 9; see also Order No. 4492, at 58.

**Attachment A**  
**Natural Gas Supply Agreement**  
**Public Summary**

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

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

Seller: Shell Energy North America (US), L.P.  
Buyer: Rio Grande LNG Gas Marketing LLC

**4. Contract Type:**

NAESB Base Contract for Sale and Purchase of Natural Gas, Special Provisions thereto, and Transaction Confirmation

**5. Date of the Contract:**

NAESB Base Contract for Sale and Purchase of Natural Gas: June 30, 2025  
Transaction Confirmation: April 1, 2026

**6. Supply Period:**

Primary term of 5 years, with extension rights

**7. Quantity:**

The Annual Contract Quantity (“ACQ”) of natural gas is up to 3,650,000 MMBtu for the first 5 years (initial term), which may be adjusted in accordance with the terms of the contract, and with a right to increase the ACQ up to 28,105,000 MMBtu for any extension terms.

**8. Take or Pay Provisions:**

Pursuant to the terms of the contract, in respect of any day, the Seller is obliged to deliver to Buyer a specified quantity of gas, or compensate the Buyer if not made available, unless otherwise excused under the contract. Similarly, in respect of any day, the Buyer is obliged to take a specified quantity of gas, or compensate the Seller if not taken, unless otherwise excused under the contract.