

RECEIVED

By Docket Room at 2:01 pm, Dec 19, 2023

KING & SPALDING

King & Spalding LLP
1700 Pennsylvania Ave, NW
Suite 900
Washington, D.C. 20006-4707
Tel: +1 202 737 0500
Fax: +1 202 626 3737
www.kslaw.com

James F. Bowe, Jr.
Partner
Direct Dial: +1 202 626 9601
Direct Fax: +1 202 626 3737
jbowe@kslaw.com

December 19, 2023

DELIVERED VIA COURIER AND EMAIL

U.S. Department of Energy
Office of Fossil Energy and Carbon Management
FE-34 - ROOM 3E-056
1000 Independence Avenue, S.W.
Washington DC 20585
Attention: Amy Sweeney
Director, Office of Regulation, Analysis, and Engagement

Re: ***Mexico Pacific Limited LLC, FE Docket Nos. 18-70-LNG and 22-167-LNG*** –
Submission of Long-Term LNG Sale Agreement

Dear Ms. Sweeney:

In accordance with Order No. 4248¹ and Order No. 4312, Ordering Paragraph G,² and Order No. 4995,³ I am hereby submitting on behalf of Mexico Pacific Limited LLC (“MPL”) and Mexico Pacific LNG Exports, S. de R.L. de C.V. (“MPL Exports”), under seal, a non-redacted copy of an executed long-term liquefied natural gas (“LNG”) sale agreement associated with the export of LNG from the proposed MPL Facility to be constructed in in the State of Sonora, Mexico. MPL is filing herein the following:

- (1) Train 3 LNG Sale and Purchase Agreement dated December 5, 2023 between Mexico Pacific LNG Markets Pte Ltd (“MPL Markets” or “Seller”) and Woodside

¹ *Mexico Pacific Limited LLC*, DOE/FE Order No. 4248 at 10-11 (Sept. 19, 2018).

² *Mexico Pacific Limited LLC*, DOE/FE Order No. 4312 (Dec. 14, 2018) (“Order No. 4312”).

³ *Mexico Pacific Limited LLC*, DOE/FECM Order No. 4995 at 12, Docket No. 22-167-LNG (Apr. 28, 2023).

Energy Trading Singapore Pte Ltd (“Buyer”), which is hereinafter referred to as the “Contract”; and

- (2) A summary of the major provisions of the Contract (attached as Exhibit 1 hereto).

Order No. 4312 authorizes MPL to export LNG as an agent for others, after such other entities register with the Office of Fossil Energy and Carbon Management (“DOE/FECM”). On April 25, 2022, MPL and MPL Exports filed with DOE/FECM the registration materials required by Order No. 4312 to allow MPL to act as agent for MPL Exports. On April 27, 2022, MPL filed with DOE/FECM a long-term LNG sale and purchase agreement between MPL Exports and MPL Markets (“MPL Exports SPA”). The MPL Exports SPA provides that MPL Exports will sell to MPL Markets the entirety of the LNG from the MPL Facility. The Contract submitted herein provides for the sale of LNG from MPL Markets to Buyer.

The non-redacted Contract contains highly sensitive and confidential commercial, financial, and proprietary information and the Contract is being delivered via courier to, and filed with, DOE/FECM under seal on a confidential basis and not for public disclosure, as authorized by Order No. 4312. MPL submits that the Contract meets the six criteria set forth in 10 C.F.R. § 1004.11(f) of DOE’s regulations for determining whether information is exempt from mandatory disclosure pursuant to the Administrative Procedure Act, 5 U.S.C. § 552(b)(4):

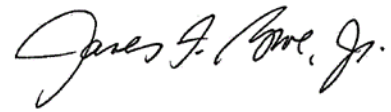
- (1) The Contract has been held in confidence by MPL and the respective counterparties, and the Contract contains a confidentiality provision.
- (2) The Contract contains information of a type that is customarily held in confidence by the parties, and there is a reasonable basis to keep sensitive commercial terms, including but not limited to pricing terms, confidential to avoid competitive harm.
- (3) MPL is submitting the Contract to DOE/FECM under seal, with a request to keep the Contract confidential.
- (4) The Contract is not publicly available.
- (5) Public disclosure of the Contract by DOE/FECM is likely to cause other export license holders or registrants to be reluctant to submit unredacted copies of their gas supply agreements to DOE/FECM; thus, public disclosure could impair DOE/FECM’s ability to obtain similar information from others in the future; and
- (6) Disclosure of the unredacted Contract is likely to cause substantial harm to the competitive positions of MPL and the counterparties to the Contract.

For the foregoing reasons, MPL respectfully requests that the non-redacted copies of the Contract be kept confidential by DOE/FECM.

Please contact me if you have any questions.

Amy Sweeney
December 19, 2023
Page 3

Sincerely,

A handwritten signature in black ink, reading "James F. Bowe, Jr." in a cursive style.

James F. Bowe, Jr.
Partner

cc: Krysta De Lima

JFB:
Attachments

EXHIBIT 1

SUMMARY OF MAJOR PROVISIONS

Train 3 LNG Sale and Purchase Agreement dated December 5, 2023

1. *DOE Order/FE Docket No(s):*
DOE/FE Order Nos. 4248, 4312, and 4995
FE Docket Nos. 18-70-LNG and 22-167-LNG
2. *LNG Liquefaction/Export Facility and Location:*
The MPL Facility is located adjacent to Puerto Libertad, State of Sonora, Mexico.
3. *Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):*
Mexico Pacific Limited LLC (“MPL”) is the owner of the MPL Facility and Mexico Pacific LNG Exports, S. de R.L. de C.V. (“MPL Exports”) is a wholly-owned subsidiary of MPL. Mexico Pacific LNG Markets Pte Ltd. (“MPL Markets”) is a wholly-owned subsidiary of MPL and party to a long-term LNG sale and purchase agreement with MPL Exports.
4. *Exact Legal Name of Parties/Counterparties to Contract:*
Seller: Mexico Pacific LNG Markets Pte Ltd (“Seller”)
Buyer: Woodside Energy Trading Singapore Pte Ltd (“Buyer” or “Customer”)
5. *a. Contract Types (e.g. Purchase and Sale Agreement, Liquefaction Tolling Agreement, etc.):*
LNG sale and purchase agreement.
b. Firm or Interruptible Contract:
Firm
6. *Date of the Contracts:*
December 5, 2023
7. *Contract Term:*
Twenty (20) years from the commencement of deliveries date.
8. *Annual Quantity:*
Seller agrees to supply, and Buyer agrees to purchase, approximately 1.33 mtpa of LNG in the aggregate.
9. *Take or Pay (or equivalent) Provisions/Conditions:*
Yes.

10. *Legal Name of Entity (ies) that has (have) Title to the Natural Gas and LNG through the LNG Facility until Export (at the loading of the ISO container onto a container ship):*
Mexico Pacific LNG Exports, S. de R.L. de C.V.
11. *Export Destination Restrictions in the Contracts:*
Section 18.1.3 of the SPA allows Seller to terminate the SPA if there is a Buyer breach of governmental permits or approvals for LNG or natural gas exports or Buyer's breach of related applicable laws.
12. *Resale Provisions:*
None.
13. *Other Major Non-proprietary Provisions, if Applicable:*
None.

**UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY AND CARBON MANAGEMENT**

Mexico Pacific Limited LLC

)

Docket No. 18-70-LNG

Docket No. 22-167-LNG

CERTIFICATE OF SERVICE

Pursuant to 10 C.F.R. § 590.107, I, Tyler R. Brown, hereby certify that I caused the Submission of LNG Sale Agreement dated December 19, 2023, to be served on the persons included on the official service list for this docket, as provided by DOE/FECM, on December 19, 2023.

/s/Tyler R. Brown
Tyler R. Brown
King & Spalding LLP
1180 Peachtree Street, NE
Suite 1600
Atlanta, GA 30309
Tel: 404 572-2809
trbrown@kslaw.com

**UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY AND CARBON MANAGEMENT**

Mexico Pacific Limited LLC

)

Docket No. 18-70-LNG

Docket No. 22-167-LNG

VERIFICATION

Pursuant to 10 C.F.R. § 590.103(b), I, Tyler R. Brown, hereby verify under penalty of perjury that I am authorized to execute this verification, that I have read the Submission of LNG Sale Agreement dated December 19, 2023, and that the facts stated therein are true and correct to the best of my knowledge.

Electronically signed at Atlanta, GA, on December 19, 2023.

/s/Tyler R. Brown
Tyler R. Brown
King & Spalding LLP
1180 Peachtree Street, NE
Suite 1600
Atlanta, GA 30309
Tel: 404 572-2809
trbrown@kslaw.com