

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 3, 2024

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 Amendments to Long-Term LNG Sale and Purchase 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 (“MXP”) and Mexico Pacific LNG Exports, S. de R.L. de C.V. (“MXP Exports”), under seal, non-redacted copies of amendments to a previously-submitted long-term liquefied natural gas (“LNG”) sales agreement associated with the export of LNG from the proposed MXP Facility to be constructed in in the State of Sonora, Mexico. MXP is filing herein the following:

- (1) Amendment No. 1 to Train 3 LNG Sale and Purchase Agreement dated March 31, 2024 between Mexico Pacific LNG Markets Pte Ltd (“MXP Markets” or “Seller”)

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).

and ExxonMobil Asia Pacific Pte. Ltd. (“Buyer”), which is hereinafter referred to as the “First T3 Contract Amendment;”

- (2) Amendment No. 2 to Train 3 LNG Sale and Purchase Agreement dated October 31, 2024 between MXP Markets and Buyer, which is hereinafter referred to as the “Second T3 Contract Amendment” and, together with the First T3 Contract Amendment, the “T3 Contract Amendments;” and
- (3) A summary of the major changes to the underlying sale and purchase agreement that result from the First T3 Contract Amendment (attached as Exhibit 1 hereto) and the Second T3 Contract Amendment (attached as Exhibit 2 hereto).

Order No. 4312 authorizes MXP 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, MXP and MXP Exports filed with DOE/FECM the registration materials required by Order No. 4312 to allow MXP to act as agent for MXP Exports. On April 27, 2022, MXP filed with DOE/FECM a long-term LNG sale and purchase agreement between MXP Exports and MXP Markets (“MXP Exports SPA”). The MXP Exports SPA provides that MXP Exports will sell to MXP Markets LNG produced in the MXP Facility. On January 23, 2024, MXP and MXP Markets filed with DOE/FECM an agreement for MXP Markets to sell to Buyer LNG from the third liquefaction train at the MXP Facility. The T3 Contract Amendments submitted herein are the first and second amendments to the previously submitted contract between MXP Markets and Buyer.

MXP recognizes that it is submitting the T3 Contract Amendments more than thirty (30) days after the effective date of the T3 Contract Amendments. At the time the First T3 Contract Amendment was executed a number of changes in MXP personnel responsible for contract administration were underway, and the individuals who subsequently took on contract administration functions failed to appreciate that the obligation to file contracts for the sale of LNG by MXP Exports extended to contract amendments. This misunderstanding only recently came to the attention of MXP management, and it has been corrected. Since the MXP Facility has not yet taken its final investment decision and actual sales under the T3 Contract remain years in the future, MXP believes that filing the T3 Contract Amendments at this time will not prejudice any party. Moreover, the delay in making this filing has not deprived DOE/FECM of any information it would otherwise have obtained regarding LNG exports from MXP Facility (since no such exports have yet been made).

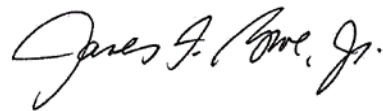
The non-redacted T3 Contract Amendments contain highly sensitive and confidential commercial, financial, and proprietary information and the T3 Contract Amendments are being delivered via courier to, and filed with, DOE/FECM under seal on a confidential basis and not for public disclosure, as authorized by Order No. 4312. MXP 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 T3 Contract Amendments have been held in confidence by MXP and the respective counterparties, and the T3 Contract Amendments each contain a confidentiality provision;
- (2) The T3 Contract Amendments contain 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) MXP is submitting the T3 Contract Amendments to DOE/FECM under seal, with a request to keep the T3 Contract Amendments confidential;
- (4) None of the T3 Contract Amendments nor the contract they amend is publicly available;
- (5) Public disclosure of the T3 Contract Amendments 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 T3 Contract Amendments is likely to cause substantial harm to the competitive positions of MXP and the counterparties to the T3 Contract Amendments.

For the foregoing reasons, MXP respectfully requests that the non-redacted copies of the T3 Contract Amendments be kept confidential by DOE/FECM.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "James F. Bowe, Jr.", written in a cursive style.

James F. Bowe, Jr.
Partner

cc: Ned Crady

JFB:
Attachments

EXHIBIT 1

SUMMARY OF MAJOR PROVISIONS

Amendment No 1 to Train 3 LNG Sale and Purchase Agreement dated March 31, 2024

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:*
No change from prior version of the SPA.
3. *Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):*
No change from prior version of the SPA.
4. *Exact Legal Name of Parties/Counterparties to Contract:*
No change from prior version of the SPA.
5. *a. Contract Types (e.g. Purchase and Sale Agreement, Liquefaction Tolling Agreement, etc.):*
Amendment to LNG sale and purchase agreement.
b. Firm or Interruptible Contract:
Firm
6. *Date of the Contract:*
March 31, 2024
7. *Contract Term:*
No change from prior version of the SPA.
8. *Annual Quantity:*
No change from prior version of the SPA.
9. *Take or Pay (or equivalent) Provisions/Conditions:*
No change from prior version of the SPA.
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):*
No change from prior version of the SPA.
11. *Export Destination Restrictions in the Contracts:*
No change from prior version of the SPA.

12. *Resale Provisions:*

The amendment adds a provision that limits resale for delivery to only those countries identified in the relevant export authorization and to buyers who have agreed in writing to limit resales or transfers accordingly.

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

No change from prior version of the SPA.

**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 Amendment to Long-Term LNG Sale and Purchase Agreement dated December 3, 2024, to be served on the persons included on the official service list for this docket, as provided by DOE/FECM, on December 3, 2024.

/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 Amendment to Long-Term LNG Sale and Purchase Agreement dated December 3, 2024, and that the facts stated therein are true and correct to the best of my knowledge.

Electronically signed at Atlanta, GA, on December 3, 2024.

/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