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December 6, 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, a non-redacted copy of amendments to a previously-submitted long-term liquefied natural gas (“LNG”) sale and purchase agreement (“SPA”) associated with the export of LNG from the proposed MXP Facility to be constructed in the State of Sonora, Mexico.

On April 18, 2023, MXP filed with DOE the T2 LNG Sale and Purchase Agreement dated March 16, 2023 (referred to as the “T2 SPA”), between Mexico Pacific LNG Markets Pte Ltd

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).

(“MXP Markets” or “Seller”) and Shell Eastern Trading (Pte) Ltd (“Buyer”). Since it was executed on March 16, 2023, the T2 SPA has been amended seven times, as detailed in the table below:

Amendment Number	Date of Amendment
1	May 8, 2023
2	September 28, 2023
3	January 26, 2024
4	February 28, 2024
5	May 30, 2024
6	September 30, 2024
7	October 29, 2024

The above amendments are collectively referred to as the “SPA Amendments.” MXP is providing herein a summary of the major changes to the underlying T2 SPA that result from the SPA Amendments (attached as Exhibit 1 hereto).

MXP recognizes that it is submitting the SPA Amendments more than thirty (30) days after execution of the SPA Amendments. A number of changes in MXP personnel responsible for contract administration have occurred recently, 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 T2 SPA remain years in the future, MXP believes that filing the SPA 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 SPA Amendments contain highly sensitive and confidential commercial, financial, and proprietary information and the SPA 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 SPA Amendments meet 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 SPA Amendments have been held in confidence by MXP and the respective counterparties, and the T2 SPA, as modified by the SPA Amendments, contains a confidentiality provision;
- (2) The SPA 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 SPA Amendments to DOE/FECM under seal, with a request to keep the SPA Amendments confidential;
- (4) Neither the SPA Amendments nor the contract it amends (i.e., the SPA) is publicly available;
- (5) Public disclosure of the SPA 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 SPA Amendments is likely to cause substantial harm to the competitive positions of MXP and the counterparties to the SPA Amendments.

For the foregoing reasons, MXP respectfully requests that the non-redacted copies of the SPA 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.", with a stylized, cursive script.

James F. Bowe, Jr.
Partner

cc: Ned Crady

JFB:
Attachments

EXHIBIT 1

SUMMARY OF MAJOR PROVISIONS

Amendment No. 1 to T2 LNG Sale and Purchase Agreement dated March 16, 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:*
No change from prior version of the T2 SPA.
3. *Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):*
No change from prior version of the T2 SPA.
4. *Exact Legal Name of Parties/Counterparties to Contract:*
No change from prior version of the T2 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:*
T2 SPA – March 16, 2023
Amendment No. 1 – May 8, 2023
7. *Contract Term:*
No change from prior version of the T2 SPA.
8. *Annual Quantity:*
No change from prior version of the T2 SPA.
9. *Take or Pay (or equivalent) Provisions/Conditions:*
No change from prior version of the T2 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 T2 SPA.
11. *Export Destination Restrictions in the Contracts:*
No change from prior version of the T2 SPA.

12. *Resale Provisions:*

No change from prior version of the T2 SPA.

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

No change from prior version of the T2 SPA.

Amendment No. 2 to LNG Sale and Purchase Agreement dated March 16, 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:*
No change from prior version of the T2 SPA.
3. *Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):*
No change from prior version of the T2 SPA.
4. *Exact Legal Name of Parties/Counterparties to Contract:*
No change from prior version of the T2 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:*
T2 SPA – March 16, 2023
Amendment No. 2 – September 28, 2023
7. *Contract Term:*
No change from prior version of the T2 SPA.
8. *Annual Quantity:*
No change from prior version of the T2 SPA.
9. *Take or Pay (or equivalent) Provisions/Conditions:*
No change from prior version of the T2 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 T2 SPA.
11. *Export Destination Restrictions in the Contracts:*
No change from prior version of the T2 SPA.
12. *Resale Provisions:*
No change from prior version of the T2 SPA.
13. *Other Major Non-proprietary Provisions, if Applicable:*

No change from prior version of the T2 SPA.

Amendment No. 3 to LNG Sale and Purchase Agreement dated March 16, 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:*
No change from prior version of the T2 SPA.
3. *Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):*
No change from prior version of the T2 SPA.
4. *Exact Legal Name of Parties/Counterparties to Contract:*
No change from prior version of the T2 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:*
T2 SPA – March 16, 2023
Amendment No. 3 – January 26, 2024
7. *Contract Term:*
No change from prior version of the T2 SPA.
8. *Annual Quantity:*
No change from prior version of the T2 SPA.
9. *Take or Pay (or equivalent) Provisions/Conditions:*
No change from prior version of the T2 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 T2 SPA.
11. *Export Destination Restrictions in the Contracts:*
No change from prior version of the T2 SPA.
12. *Resale Provisions:*
No change from prior version of the T2 SPA.
13. *Other Major Non-proprietary Provisions, if Applicable:*

No change from prior version of the T2 SPA.

Amendment No. 4 to LNG Sale and Purchase Agreement dated March 16, 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:*
No change from prior version of the T2 SPA.
3. *Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):*
No change from prior version of the T2 SPA.
4. *Exact Legal Name of Parties/Counterparties to Contract:*
No change from prior version of the T2 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:*
T2 SPA – March 16, 2023
Amendment No. 4 – February 28, 2024
7. *Contract Term:*
No change from prior version of the T2 SPA.
8. *Annual Quantity:*
No change from prior version of the T2 SPA.
9. *Take or Pay (or equivalent) Provisions/Conditions:*
No change from prior version of the T2 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 T2 SPA.
11. *Export Destination Restrictions in the Contracts:*
No change from prior version of the T2 SPA.
12. *Resale Provisions:*
No change from prior version of the T2 SPA.
13. *Other Major Non-proprietary Provisions, if Applicable:*

No change from prior version of the T2 SPA.

Amendment No. 5 to LNG Sale and Purchase Agreement dated March 16, 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:*

No change from prior version of the T2 SPA.

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

No change from prior version of the T2 SPA.

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

No change from prior version of the T2 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:*

T2 SPA – March 16, 2023

Amendment No. 5 – May 30, 2024

7. *Contract Term:*

No change from prior version of the T2 SPA.

8. *Annual Quantity:*

No change from prior version of the T2 SPA.

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

No change from prior version of the T2 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 T2 SPA.

11. *Export Destination Restrictions in the Contracts:*

No change from prior version of the T2 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 T2 SPA.

Amendment No. 6 to LNG Sale and Purchase Agreement dated March 16, 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:*
No change from prior version of the T2 SPA.
3. *Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):*
No change from prior version of the T2 SPA.
4. *Exact Legal Name of Parties/Counterparties to Contract:*
No change from prior version of the T2 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:*
T2 SPA – March 16, 2023
Amendment No. 6 – September 30, 2024
7. *Contract Term:*
No change from prior version of the T2 SPA.
8. *Annual Quantity:*
No change from prior version of the T2 SPA.
9. *Take or Pay (or equivalent) Provisions/Conditions:*
No change from prior version of the T2 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 T2 SPA.
11. *Export Destination Restrictions in the Contracts:*
No change from prior version of the T2 SPA.
12. *Resale Provisions:*
No change from prior version of the T2 SPA.
13. *Other Major Non-proprietary Provisions, if Applicable:*

No change from prior version of the T2 SPA.

Amendment No. 7 to LNG Sale and Purchase Agreement dated March 16, 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:*
No change from prior version of the T2 SPA.
3. *Describe affiliation with LNG Liquefaction Export Facility (e.g., owner, capacity holder, etc.):*
No change from prior version of the T2 SPA.
4. *Exact Legal Name of Parties/Counterparties to Contract:*
No change from prior version of the T2 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:*
T2 SPA – March 16, 2023
Amendment No. 7 – October 29, 2024
7. *Contract Term:*
No change from prior version of the T2 SPA.
8. *Annual Quantity:*
No change from prior version of the T2 SPA.
9. *Take or Pay (or equivalent) Provisions/Conditions:*
No change from prior version of the T2 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 T2 SPA.
11. *Export Destination Restrictions in the Contracts:*
No change from prior version of the T2 SPA.
12. *Resale Provisions:*
No change from prior version of the T2 SPA.
13. *Other Major Non-proprietary Provisions, if Applicable:*

No change from prior version of the T2 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 Amendments to Long-Term LNG Sale and Purchase Agreement dated December 6, 2024, to be served on the persons included on the official service list for this docket, as provided by DOE/FECM, on December 6, 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 28 U.S.C. § 1746, 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 Amendments to Long-Term LNG Sale and Purchase Agreement dated December 6, 2024, and that the facts stated therein are true and correct to the best of my knowledge.

Electronically signed at Atlanta, GA, on December 6, 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