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April 23, 2025

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 and Amendments

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 México Pacific LNG Exports, S. de R.L. de C.V. (“MXP 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 MXP Facility to be constructed in the State of Sonora, Mexico. MXP is filing herewith the following:

- (1) T3 LNG Sale and Purchase Agreement dated April 2, 2024 between Mexico Pacific LNG Markets, LLC (“MXP Markets” or “Seller”) and Posco International

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).

Corporation (“Buyer”), as amended on April 29, 2024 and May 29, 2024 (the “Contract”); and

- (2) A summary of the major provisions of the Contract (attached as Exhibit 1 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 23, 2025, 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 a portion of the LNG from the MXP Facility. The Contract submitted herewith provides for the sale of LNG from MXP Markets to Buyer.

MXP recognizes that it is submitting the Contract and related amendments more than thirty (30) days after April 2, 2024, the effective date of the Contract.⁴ Beginning not long after executing the Contract, MXP began to explore the need for a restructuring and recapitalization that ultimately resulted in a change in control of MXP.⁵ That restructuring delayed the completion of certain inter-affiliate arrangements relating to LNG sales, and also led to a number of changes in MXP personnel responsible for LNG sales contract administration. These significant changes, which affected all aspects of MXP’s operations, delayed the completion of internal processes necessary for the submission of the Contract. Because the MXP Facility has not yet taken its final investment decision and actual sales under the Contract remain years in the future, MXP believes that filing the Contract 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 Contract contains highly sensitive and confidential commercial, financial, and proprietary information. Accordingly, 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. MXP submits that the Contract meets the six criteria set forth in 10 C.F.R. § 1004.11(f) 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 MXP 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.

⁴ MXP is also filing the amendments to the Contract more than thirty (30) days after their respective effective dates, for the same reasons its filing of the Contract was delayed.

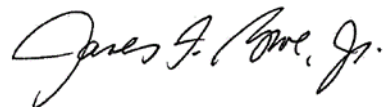
⁵ This change in control was described in a letter filed in Docket No. 18-70-LNG and Docket No. 22-167-LNG on March 5, 2025, and supplemented by letter dated March 21, 2025.

- (3) MXP 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 MXP and the counterparties to the Contract.

For the foregoing reasons, MXP respectfully requests that the non-redacted copies of the Contract 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

JFB:
Attachments

EXHIBIT 1

SUMMARY OF MAJOR PROVISIONS

T3 LNG Sale and Purchase Agreement dated April 2, 2024, as amended on April 29, 2024 and May 29, 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:*
The MXP 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 (“MXP”) is the owner of the MXP Facility and México Pacific LNG Exports, S. de R.L. de C.V. (“MXP Exports”) is a wholly-owned subsidiary of MXP. Mexico Pacific LNG Markets, LLC (“MXP Markets”) is a wholly-owned subsidiary of MXP and party to a long-term LNG sale and purchase agreement with MXP Exports.
4. *Exact Legal Name of Parties/Counterparties to Contract:*
Seller: Mexico Pacific LNG Markets, LLC (“Seller”)
Buyer: Posco International Corporation (“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 Contract:*
April 2, 2024, as amended on April 29, 2024, and May 29, 2024
7. *Contract Term:*
Twenty (20) years from the MXP Facility’s commercial operations date.
8. *Annual Quantity:*
Seller agrees to supply, and Buyer agrees to purchase, approximately 36,400,000 MMBtu 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:*

México 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. Section 24.2.1 contains provisions through which Buyer acknowledges and agrees that it will resell or transfer LNG for delivery only to countries identified in the relevant DOE orders or to purchasers that have agreed in writing to limit their direct or indirect resale or transfer of such natural gas or LNG to such countries.

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

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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 April 23, 2025, to be served on the persons included on the official service list for this docket, as provided by DOE/FECM, on April 23, 2025.

/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

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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 April 23, 2025, and that the facts stated therein are true and correct to the best of my knowledge.

Electronically signed at Atlanta, GA, on April 23, 2025.

/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