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May 6, 2025

DELIVERED VIA 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 Amendment to Long-Term LNG Sale and Purchase Agreement

Dear Ms. Sweeney:

In accordance with Order No. 4248<sup>1</sup> and Order No. 4312, Ordering Paragraph G,<sup>2</sup> and Order No. 4995,<sup>3</sup> 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 amendment to a previously-submitted long-term liquefied natural gas (“LNG”) sales agreements 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) Amendment No. 2 to Train 3 LNG Sale and Purchase Agreement dated December 17, 2024 between Mexico Pacific LNG Markets Pte Ltd (“MXP Markets” or

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

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

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

“Seller”) and Woodside Energy Trading Singapore Pte Ltd. (“Buyer”), which is hereinafter referred to as the “T3 Contract Amendment” and

- (2) A summary of the major changes to the underlying sale and purchase agreement that result from the T3 Contract Amendment (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 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 December 19, 2023, 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 (“T3 LNG SPA”). The T3 Contract Amendment submitted herein is the second amendment to the T3 LNG SPA.<sup>4</sup>

MXP recognizes that it is submitting the T3 Contract Amendment more than thirty (30) days after December 17, 2024, the effective date of the T3 Contract Amendment. Around the time of execution of the T3 Contract Amendment, MXP began to explore the need for a restructuring and recapitalization that ultimately resulted in a change in control of MXP.<sup>5</sup> 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 T3 Contract Amendment. Because the MXP Facility has not yet taken its final investment decision and actual sales under the T3 LNG SPA remain years in the future, MXP believes that filing the T3 Contract Amendment 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 the MXP Facility (since no such exports have yet been made).

The non-redacted T3 Contract Amendment contains highly sensitive and confidential commercial, financial, and proprietary information and the T3 Contract Amendment is being 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 T3 Contract Amendment 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):

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<sup>4</sup> MXP and MXP Exports previously filed an amendment to the T3 LNG SPA on December 3, 2024.

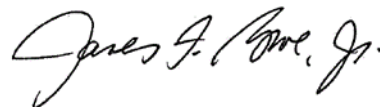
<sup>5</sup> This change in control was described in a letter filed in Docket No. 18-70-LNG and Docket No. 22-167-LNG on March 5, 2025, and supplemented by letter dated March 21, 2025.

- (1) The T3 Contract Amendment has been held in confidence by MXP and the respective counterparties, and the T3 Contract Amendment contains, or incorporates by reference, a confidentiality provision;
- (2) The T3 Contract Amendment 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 confidential to avoid competitive harm;
- (3) MXP is submitting the T3 Contract Amendment to DOE/FECM under seal, with a request to keep the T3 Contract Amendment confidential;
- (4) Neither the T3 Contract Amendment nor the contract it amends is publicly available;
- (5) Public disclosure of the T3 Contract Amendment 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 Amendment is likely to cause substantial harm to the competitive positions of MXP and the counterparties to the T3 Contract Amendment.

For the foregoing reasons, MXP respectfully requests that the non-redacted copies of the T3 Contract Amendment 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. 2 to Train 3 LNG Sale and Purchase Agreement dated December 17, 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:*  
December 17, 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:*

No change from prior version of the SPA.

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**

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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 Amendment to Long-Term LNG Sale and Purchase Agreement dated May 6, 2025, to be served on the persons included on the official service list for this docket, as provided by DOE/FECM, on May 6, 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 Amendment to Long-Term LNG Sale and Purchase Agreement dated May 6, 2025, and that the facts stated therein are true and correct to the best of my knowledge.

Electronically signed at Atlanta, GA, on May 6, 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