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June 9, 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 Amendments to Long-Term LNG Sale and Purchase Agreement and  
Assignment and Assumption Agreements

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 executed 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 the State of Sonora, Mexico.

On April 18, 2023, MXP filed with Office of Fossil Energy and Carbon Management (“DOE/FECM”) the LNG Sale and Purchase Agreement dated January 31, 2022 (the “SPA”),

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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).

between Mexico Pacific LNG Markets Pte Ltd. (“MXP Markets Singapore”)<sup>4</sup> and Guangzhou Development Gas Trading Co., Ltd. (“Buyer”). Since that time, the SPA has been amended six times, as detailed in the table below:

| <b>Amendment Number</b> | <b>Date of Amendment</b> |
|-------------------------|--------------------------|
| 1                       | March 30, 2022           |
| 2                       | November 25, 2022        |
| 3                       | April 27, 2023           |
| 4                       | September 20, 2023       |
| 5                       | May 9, 2024              |
| 6                       | July 29, 2024            |

The above amendments are collectively referred to as the “SPA Amendments.” The SPA Amendments amend certain of the terms and conditions of the SPA. MXP is submitting the SPA Amendments in this filing, under seal.

In addition to the SPA Amendments, MXP is submitting, under seal, the following:

- (1) Assignment and Assumption Agreement dated September 22, 2022 (“2022 Assignment”), among MXP Markets Singapore, Buyer, and Guangzhou Development Group Incorporated (“GDG”);
- (2) LNG SPA Assignment and Assumption Agreement dated July 29, 2024, among MXP Markets Singapore, Mexico Pacific LNG Markets, LLC (“MXP Markets USA”), and GDG (“2024 Assignment” and together with the 2022 Assignment, the “Assignments”); and
- (3) A summary of the major provisions of the SPA Amendments and Assignments (attached as Exhibit 1 hereto).

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<sup>4</sup> Order No. 4312 authorizes MXP to export LNG as an agent for others, after such other entities register with 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 Singapore (“MXP Exports Singapore SPA”). The MXP Exports Singapore SPA provides that MXP Exports will sell to MXP Markets Singapore LNG produced in the MXP Facility.

The 2022 Assignment submitted herewith provides that Guangzhou Development Gas Trading Co., Ltd. has assigned, novated, and otherwise transferred all of its rights and obligations under the SPA to GDG. The 2024 Assignment submitted herewith provides that MXP Markets Singapore has assigned, novated, and otherwise transferred all of its rights and obligations under the SPA to MXP Markets USA.<sup>5</sup>

MXP recognizes that it is submitting the SPA Amendments and Assignments more than thirty (30) days after their respective effective dates. Around the time of the 2024 Assignment, MXP began to explore the need for a restructuring and recapitalization that ultimately resulted in a change in control of MXP.<sup>6</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 SPA Amendments and Assignments. Because the MXP Facility has not yet taken its final investment decision and actual sales under the SPA remain years in the future, MXP believes that filing the SPA Amendments and Assignments 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 SPA Amendments and Assignments contain highly sensitive and confidential commercial, financial, and proprietary information and the SPA Amendments and Assignments are 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 SPA Amendments and Assignments 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 and Assignments have been held in confidence by MXP and the respective counterparties, and the SPA Amendments and Assignments contain, or incorporate by reference, a confidentiality provision;
- (2) The SPA Amendments and Assignments 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 confidential to avoid competitive harm;

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<sup>5</sup> On April 23, 2025, MXP filed with DOE/FECM a long-term LNG sale and purchase agreement between MXP Exports and MXP Markets USA ("MXP Exports SPA"). The MXP Exports SPA provides that MXP Exports will sell to MXP Markets USA a portion of the LNG produced in the MXP Facility.

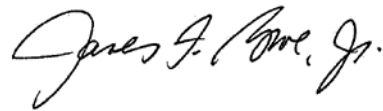
<sup>6</sup> This change in control was described in a letter filed in Docket No. 18-70-LNG and Docket No. 22-167-LNG on March 5, 2025, and supplemented by letters dated March 21, 2025 and May 30, 2025.

- (3) MXP is submitting the SPA Amendments and Assignments to DOE/FECM under seal, with a request to keep the SPA Amendments and Assignments confidential;
- (4) The SPA Amendments are not publicly available; the Assignments are not publicly available; and the SPA is not publicly available;
- (5) Public disclosure of the SPA Amendments and Assignments 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 and Assignments is likely to cause substantial harm to the competitive positions of MXP and the counterparties to the SPA Amendments and Assignments.

For the foregoing reasons, MXP respectfully requests that the non-redacted copies of the SPA Amendments and Assignments 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**

#### **Amendment No. 1 to LNG Sale and Purchase Agreement dated March 30, 2022**

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 30, 2022
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:*  
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.

## **Amendment No. 2 to LNG Sale and Purchase Agreement dated November 25, 2022**

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:*  
Mexico Pacific LNG Markets Pte Ltd. (Seller)  
Guangzhou Development Group Incorporated (Buyer)
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:*  
November 25, 2022
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:*  
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.



### **Amendment No. 3 to LNG Sale and Purchase Agreement dated April 27, 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 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:*  
April 27, 2023
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:*  
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.

## **Amendment No. 4 to LNG Sale and Purchase Agreement dated September 20, 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 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:*  
September 20, 2023
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:*  
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.

## **Amendment No. 5 to LNG Sale and Purchase Agreement dated May 9, 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:*  
May 9, 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:*  
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.

## **Amendment No. 6 to LNG Sale and Purchase Agreement dated July 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:*  
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:*  
July 29, 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:*  
No change from prior version of the SPA.
11. *Export Destination Restrictions in the Contracts:*  
Amendment No. 6 adds export destination restrictions to 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.

## **Assignment and Assumption Agreement dated September 22, 2022**

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:*  
Mexico Pacific LNG Markets Pte Ltd.  
Guangzhou Development Gas Trading Co., Ltd.  
Guangzhou Development Group Incorporated
5. *a. Contract Types (e.g. Purchase and Sale Agreement, Liquefaction Tolling Agreement, etc.):*  
Assignment and Assumption of LNG Sale and Purchase Agreement.  
*b. Firm or Interruptible Contract:*  
Firm
6. *Date of the Contract:*  
September 22, 2022
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:*  
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.

## **LNG SPA Assignment and Assumption Agreement dated July 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:*  
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:*  
Mexico Pacific LNG Markets Pte Ltd.  
Mexico Pacific LNG Markets, LLC  
Guangzhou Development Group Incorporated
5. *a. Contract Types (e.g. Purchase and Sale Agreement, Liquefaction Tolling Agreement, etc.):*  
Assignment and Assumption of LNG Sale and Purchase Agreement.  
*b. Firm or Interruptible Contract:*  
Firm
6. *Date of the Contract:*  
July 29, 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:*  
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 Amendments to Long-Term LNG Sale and Purchase Agreement and Assignment and Assumption Agreements dated June 9, 2025, to be served on the persons included on the official service list for this docket, as provided by DOE/FECM, on June 9, 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 Amendments to Long-Term LNG Sale and Purchase Agreement and Assignment and Assumption Agreements dated June 9, 2025, and that the facts stated therein are true and correct to the best of my knowledge.

Electronically signed at Atlanta, GA, on June 9, 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