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U.S. Department of Energy  
Office of Fossil Energy and Carbon Management  
Office of Resource Sustainability  
Office of Regulation, Analysis, and Engagement (FE-34)  
Washington, D.C. 20585  
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**Re: NFE Altamira FLNG, S. de R.L. de C.V.  
Docket No. 22-110-LNG  
DOE/FECM Order No. 4960  
Long-Term Supply Contract**

To Whom It May Concern:

On March 3, 2023, the U.S. Department of Energy, Office of Fossil Energy and Carbon Management (“DOE/FECM”) issued NFE Altamira FLNG, S. de R.L. de C.V. (“NFE Altamira”) an Order Granting Long-Term Authorization to Export Natural Gas to Mexico and to Other Free Trade Agreement Nations (“Order No. 4960”).<sup>1</sup> Order No. 4960 authorized NFE Altamira to export U.S.-sourced natural gas by pipeline from the United States to Mexico and, after liquefaction in Mexico, to re-export the U.S.-sourced natural gas in the form of liquefied natural gas by vessel from a floating liquefaction and export terminal proposed by NFE Altamira’s affiliate, Mexico FLNG S. de R.L. de C.V., off the coast of Altamira Tamaulipas, Mexico (“Project”). Condition D(ii) of Order No. 4960 requires that NFE Altamira file with the Office of Regulation, Analysis, and Engagement a non-redacted copy of all executed long-term contracts associated with the long-term supply of U.S.-sourced natural gas to the Project (whether the U.S.-sourced natural gas is purchased in the United States or Mexico).

Additionally, DOE/FECM has stated that such long-term contracts may be filed under seal because it “recognizes that some information in NFE Altamira’s ... long-term contracts associated with the long-term supply of U.S.-sourced natural gas to the Project (whether purchased in the United States or Mexico), may be commercially sensitive.”<sup>2</sup> DOE/FECM has provided that should NFE Altamira file long-term contracts under seal, it also must file either: (i) a copy of the long-term contract with commercially sensitive information redacted, or (ii) a summary of all major provisions of the contract.

On March 23, 2023, NFE Altamira entered into a long-term firm natural gas supply contract with

<sup>1</sup> *NFE Altamira FLNG, S. de R.L. de C.V.*, Order Granting Long-Term Authorization to Export Natural Gas to Mexico and to Other Free Trade Agreement Nations, DOE/FECM Order No. 4960, Docket No. 22-110-LNG (Mar. 3, 2023).

<sup>2</sup> *Order No. 4960* at 15.



CFEnergia, S.A. de C.V. The natural gas supply contract contains significant, sensitive privileged and confidential information that is both commercial and financial, the release of which would cause competitive and financial harm to NFE Altamira by providing such proprietary, commercially valuable information to competitors and future counterparties. Therefore, NFE Altamira is providing the agreement to DOE/FECM under seal, via overnight mail. In this regard, and consistent with Order No. 4960, Appendix A hereto provides a public summary of the major provisions of the contract.

Should you have any questions, please contact the undersigned at (212) 506-3710.

Respectfully submitted,

/s/ Lisa M. Tonery

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Mariah T. Johnston

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**Appendix A**  
**Firm Natural Gas Supply Contract**  
**Public Summary**

**1. DOE Order/FE Docket No(s):**

DOE/FECM Order No. 4960  
Docket No. 22-110-LNG

**2. LNG Liquefaction/Export Facility and Location**

The floating liquefaction and export terminal proposed by Mexico FLNG S. de R.L. de C.V., off the coast of Altamira Tamaulipas, Mexico.

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

The Buyer is the export authorization holder under DOE/FECM Order No. 4960 and an affiliate of Mexico FLNG S. de R.L. de C.V.

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

Seller: CFEnergia, S.A. de C.V.  
Buyer: NFE Altamira FLNG, S. de R.L. de C.V.

**5a. Contract Type (e.g. Purchase and Sale Agreement; Liquefaction Tolling Agreement, etc.):**

Gas Supply Agreement

**5b. Firm or Interruptible:**

Firm

**6. Date of the Contract:**

March 23, 2023

**7. Contract Term:**

A commissioning period to be determined pursuant to the terms of the contract, followed by a supply period of 15 years, unless terminated early in accordance with the provisions of the contract.

**8. Quantity (Annual and Total, if appropriate, include +/-% flexibility):**

Maximum Daily Quantity of up to 235,000 MMBtu/day during the supply period. Buyer may request additional volumes in accordance with the terms set forth in the contract and its annexes.

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

Buyer shall, as applicable, take and pay for the natural gas delivered, pay for the minimum volume commitment, pay for the flex volumes nominated by the Buyer, even if it does not take such flex volumes, and pay for the confirmed excess quantity, all of the foregoing in accordance with the terms set forth in the contract and its annexes.

**10. Supplier (title holder) of Natural Gas to Liquefaction Facility (include whether long or short-term supply, or both), if appropriate. If this does not include the Purchase or Sale of Natural Gas, please mark this Section "Not Applicable":**

CFEnergia, S.A. de C.V. will be responsible for transporting natural gas to the delivery point, which is the interconnection between the main Sur de Texas-Tuxpan pipeline and the lateral pipeline.

**11. Legal Name of Entity(ies) that has(have) Title of the Natural Gas and LNG through the LNG Facility until Export (at the Flange of the Vessel):**

NFE Altamira FLNG, S. de R.L. de C.V.

**12. Export Destination Restrictions in the Contract:**

None

**13. Re-Sale Provisions:**

None

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

None