



Mexico City, November 30, 2022

CALL FOR EXPRESSION OF INTERESTS FOR THE DEVELOPMENT OF INFRASTRUCTURE FOR NATURAL GAS LIQUEFACTION AND MARKETING OF LIQUEFIED NATURAL GAS, IN THE PORT OF COATZACOALCOS, VERACRUZ, MEXICO

I. INTRODUCTION

CFEnergía, S.A. de C.V. ("**CFEnergía**"), is the subsidiary of Comisión Federal de Electricidad ("**CFE**") that performs fuel marketing activities and provides primary inputs for electric power generation and industrial users, ensuring energy security and sovereignty in Mexico.

CFEnergía is also responsible for the management and optimization of the Natural Gas ("**NG**") pipeline transportation capacity contracted by CFE in various pipelines in Mexico, including border-crossing pipelines at the border with the United States of America, as well as NG storage and regasification capacity in the Pacific and the Gulf of Mexico.

To strengthen the national energy sector, to optimize CFE's contracted transportation capacity in various NG pipelines in Mexico and the United States of America, and in accordance with the principles of economy, effectiveness, efficiency, impartiality and honesty, which ensure the best procurement conditions, according to article 134 of the Political Constitution of the United Mexican States, CFEnergía calls for:

Expressions of Interest from interested companies and investors ("**Interested Parties**" or "**Participants**") for developing, building, operating, and maintaining onshore infrastructure for liquefaction of NG in the Port of Coatzacoalcos, Veracruz, Mexico, and marketing Liquefied Natural Gas ("**LNG**") in international market. CFEnergía will **(i)** supply NG by pipeline, **(ii)** the premises on which the liquefaction infrastructure shall be developed, **(iii)** provide assistance in obtaining Mexican permits and authorizations, and **(iv)** provide assistance in the construction of potential interconnections to the pipelines necessary to supply NG. The awarded Participant, in addition to covering the price of NG and the costs of transportation by pipeline, will grant CFEnergía a consideration associated with the profits derived from the commercialization of LNG (the "**Project**").

The Interested Parties shall express their interest in the Project in the terms described in the following sections.

II. GENERAL CHARACTERISTICS OF THE PROJECT

Requesting Party	CFEnergía.
Participants	<p>Investors and private companies in the energy sector, which may participate individually or as part of a consortium.</p> <p>Participants must guarantee that at least 75% (seventy-five percent) of its equity is Mexican.</p> <p>The selected Participant(s) shall own the infrastructure associated with the Project and shall be responsible for the financing, development, engineering, procurement, construction, operation, and maintenance of the infrastructure associated with the Project, as well as the commercialization of the LNG output in international markets.</p> <p>CFEnergía reserves the right to not consider the proposals from Participants that have ongoing commercial disputes, arbitrations, or other disputes with CFE and/or its affiliates or subsidiaries, or from Participants that have breached or defaulted contracts with CFE and/or its affiliates or subsidiaries.</p>
General Specifications	<p>The Project consists of a joint participation scheme, in which CFEnergía:</p> <ul style="list-style-type: none"> • Will supply the NG necessary for the operation of the Project. The terms of the supply will be set out in the Terms of Reference. • Will provide the premises in which the liquefaction infrastructure shall be developed. • Will provide assistance in the obtention of Mexican permits and authorizations for the Project. • Will provide assistance in the construction of the potential interconnections to the gas pipelines necessary for the supply of NG to the liquefaction infrastructure of the Project. • Shall have the right, but not the obligation, to reserve capacity in the storage and liquefaction terminal of the Project. <p>The selected Participant:</p> <ul style="list-style-type: none"> • Will develop, construct or cause the construction, operate, and maintain the onshore infrastructure necessary for liquefaction and storage of NG in the Port of Coatzacoalcos, Veracruz, with a capacity of up to 600 million cubic feet per day. • Will market the LNG output, considering a production of approximately 4.5 million Tons per Year. • Will grant CFEnergía a consideration associated with the profits derived from the commercialization of LNG.

	<ul style="list-style-type: none"> • May offer CFEnergía a stake in the ownership of the Project at the end of the term of the supply contract.
Force	20 (twenty) years from the start of NG supply.

III. REQUIREMENTS

1. Send the Pre-Registration Form (Annex I) to concursos_licuefaccion@cfenergia.com in searchable PDF format, accompanied by the non-binding Letter of Interest on letterhead, signed by the company's legal representative, and appending the executed Confidentiality Letter (Annex II).

Participants may, in a separate section, submit alternative and/or additional approaches to the scheme established herein.

2. The Pre-Registration Form shall be accompanied by the following documents:
 - i. **Copy of the public deed** that proves the incorporation of the company. Foreign Participants must accompany a copy of the relevant incorporation documents.
 - ii. **Copy of the document that shows the power of attorney** of the signatory of the Confidentiality Letter.
 - iii. **Copy of the official identification** of the signatory. of the only accepted identification documents are: if issued by Mexican Governmental Authorities, voter's identification, passport or *cédula profesional*; and, passport, if it is issued by Government Authorities other than Mexican Governmental Authorities.

Participants that comply with the above will receive from CFEnergía via e-mail (from the address concursos_licuefaccion@cfenergia.com) the **Terms of Reference**. The document will be sent to the email addresses indicated by the Participant in the Pre-Registration Form.

A courtesy English version of this document shall be made available to all Participants, provided however that all the stages of this Call and any subsequent processes shall be conducted in Spanish, and that all forms and documentation shall be submitted by the Participants in Spanish, except for documents in other languages, which shall be accompanied by a certified Spanish translation.

IV. EVALUATION

CFEnergía will evaluate the Expressions of Interest received timely and in accordance to the requirements herein.

V. CALENDAR OF EVENTS

No.	EVENT	DATE	MEANS
1	Publication of the Call	November 30, 2022	www.cfenergia.com
2	Electronic pre-registration and receipt of requested documents in PDF format	December 01 to December 04, 2022	concursos_licuefaccion@cfenergia.com
3	Q&A session	December 05, 2022 at 17:00	Videoconference
4	Issuing of Terms of Reference	December 07, 2022	concursos_licuefaccion@cfenergia.com

Note: In central Mexico time zone.

VI. LEGAL NATURE OF THE CALL

This Call does not constitute an administrative act and is not subject to the provisions of the Law on Public Sector Acquisitions, Leases and Services, the Law on Public Works and Related Services, or the General Provisions on acquisitions, leases, contracting of services and execution of works of CFE and its subsidiary productive enterprises, or others statutes of the same nature.

Furthermore, according to the Anti-Corruption and Anti-Bribery Policy of CFEnergía, Participants are hereby informed that during all the stages of this Call, any economic request or offer, or the delivery of any kind of favors, or business or social gratuity or consideration to CFEnergía personnel, such as gifts, meals, entertainment or travel, including transportation, accommodation or any type of expenditure of a personal nature, regardless of its amount or nature, shall not be tolerated.

The foregoing, to avoid compromising or creating the appearance of compromising the appropriate behavior and/or the objectivity and transparency that govern the conduct of CFEnergía personnel.

This Call does not imply any obligation for CFE or CFEnergía to continue with the development of the Project in any of its main components or options. All costs incurred by the Participants in the activities associated with this Call will be at each Participants' own expense.

ANNEX I: PRE-REGISTRATION FORM

1. Corporate and business name of the company:	
2. Date of incorporation of the Company or Consortium:	
3. Parent company (if applicable) and shareholding structure to the ultimate beneficial owner(s):	
4. Address:	
5. Website:	
6. Name of Legal Representative:	
7. Email address of the Legal Representative:	
8. Telephone number of the Legal Representative (it cannot be a personal or private number):	
9. Previous contracts or transactions with CFE or any of its affiliates and/or subsidiaries:	
10. Experience in the previous 10 (ten) years, including a description of the Participant's participation, financing, development and operation of natural gas infrastructure:	

Note: Please note that the email and phone you register will be used throughout the process.

Through this document, I declare the interest of the Company that I represent to participate in the Call.

Name and Signature of legal representative

ANNEX II: CONFIDENTIALITY LETTER

Place: _____ Date: _____
Hereby, _____ (the Company) through its legal representative
_____ declares and acknowledges that:

- a) is interested in participating in the CALL FOR EXPRESSION OF INTEREST FOR THE DEVELOPMENT OF INFRASTRUCTURE FOR NATURAL GAS LIQUEFACTION AND MARKETING OF LIQUEFIED NATURAL GAS, IN THE PORT OF COATZACOALCOS, VERACRUZ, MEXICO.
- b) during the stages of this Call and all subsequent related processes, CFEnergia will disclose Confidential Information (as defined below) in connection to the Project.
- c) it undertakes to preserve, maintain, and protect, in accordance with the terms of this Confidentiality Letter, the confidentiality of any Confidential Information.
- d) has agreed to execute this Confidentiality Letter in connection to the disclosure of Confidential Information and in connection to the confidentiality of any of its discussions in general.
- e) the Terms of Reference do not constitute a public tender (*licitación de contrato*), or an offer to contract or accept the Company's expression of interest or to enter into a contract.
- f) undertakes to comply with the laws and statutes of the National Anti-Corruption System, especially the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin (*Ley Federal para la Prevención e Identificación de Operaciones con Recursos de Procedencia Ilícita*), the applicable anti-corruption provisions contained in federal and state criminal codes, as well as the United States Foreign Corruption Practices Act, Prudent Industry Practices, and the highest ethical standards.

THEREFORE, the Company agrees and accepts the following:

1. Definitions.

"CFEnergia" or "CFEn" means CFEnergia S.A. de C.V., a subsidiary of Comisión Federal de Electricidad.

"Subsidiaries" means any company or legal entity which (a) directly or indirectly controls the Company, (b) which is controlled, either directly or indirectly, by the Company or (c) is directly or indirectly controlled by a company or entity that is directly or indirectly controlled by the Company. For purposes of this definition, "control" means the right to exercise fifty percent (50%) or more of the voting rights in the appointment of directors (or other directors

who have duties like those of directors) of the Company.

"Confidential Information" shall mean, without limitation, all data, proprietary information, reports, interpretations, quotations for energy products, financial information, business plans, business strategies, information or data related to natural gas transmission or fuel supply capacity, product plans, contractual terms and conditions, forecasts and records containing or otherwise reflecting information from both CFEnergía or its Representatives provided to the Company, irrespective of the form in which it appears or through which it is disclosed, together with analyses, compilations, studies or other documents, whether prepared by CFEnergía or its Representatives, containing or otherwise reflecting such information.

"Representatives" shall mean, jointly, the Subsidiaries and affiliates of the Company or CFEnergía, as appropriate, and associates, agents, partners, managers, attorneys, consultants, accountants, advisers, officials, employees, current or potential sources of participation or debt financing, or current or potential buyers of all or substantially all the Company's or CFEnergía assets, as applicable or from a Subsidiary or subsidiary of the Company or CFEnergía, as applicable.

2. Confidentiality, use and disclosure of Confidential Information.

- (a) Confidentiality and use of Confidential Information. The Company undertakes that all Confidential Information shall be kept and treated as confidential by the Company and its Representatives and shall not be disclosed, published, used, informed, reported, or disclosed by the Company or its Representatives in any way, in whole or in part, without the prior written consent of CFEnergía, except in relation to (i) carrying out the Object. In addition, the Company undertakes to disclose Confidential Information exclusively to its Representatives who require to know Confidential Information (each of which shall be advised by the Company of this Confidentiality Letter and who shall agree to maintain confidentiality under terms no less restrictive than those set out in this Confidentiality Letter).
- (b) Return or destruction of Confidential Information. The Confidential Information will remain the property of CFEnergía and CFEnergía may request the return or destruction, to the extent possible, of such Confidential Information at any time. Upon receipt of such request, the Company may return or destroy (at CFEnergía's choice) all Confidential Information and any copies in its possession as soon as reasonably practicable.

Any Confidential Information retained under this Confidentiality Letter shall be subject to the same terms of this Confidentiality Letter. In case the Company has destroyed any Confidential Information in accordance with this Section 2(b), the Company shall provide CFEnergía with a written notice that such Confidential Information has been destroyed.

- (c) Mandatory disclosure of Confidential Information. If the Company is requested or

required (by interrogation, request for information or documents, subpoena, testimony, civil investigation, or any other procedure) by a competent authority to disclose any Confidential Information, the Company is required, to the extent possible and legally permissible, to provide CFEnergía with a reasonably timely notice of such request or injunction, so that CFEnergía may seek an injunction or protective order. If an injunction or protective order is not requested, the Company may disclose only the portion of Confidential Information that is requested or required. In any event, the Company will not oppose any action by CFEnergía to obtain an appropriate protection order or any other reliable guarantee that the Confidential Information will be treated confidentially.

3. Remedies.

The Company acknowledges that Confidential Information is valuable and unique and that disclosure in violation of this Confidentiality Letter may result in irreparable damages to CFEnergía. The Company agrees that the payment of monetary damages would not be a sufficient remedy for actual or latent breach of this Confidentiality Letter, and that CFEnergía shall be entitled to seek injunctions, interim measures or any other lawful measure without posting bond or other form of security, as a remedy for the actual or latent breach, in addition to any other remedy available under law or equity. Such interim measure or any other measure shall be available without the obligation to prove potential damages in connection to such actual or latent breach. Any failure or delay from CFEnergía to exercise any right, power or privilege hereunder shall not amount to a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. In the event of a final, non-appealable order from a competent court, the reasonable costs and expenses incurred by CFEnergía and its Representatives in connection with such proceedings, including attorney's fees and disbursements, shall be reimbursed by the Company.

4. No solicitation or hiring.

The Company undertakes that, except with the prior written consent of CFEnergía, it will not seek to recruit, hire or employ, nor will it allow its Subsidiaries, directly or indirectly, to recruit, hire or employ, any employees, CFEnergía senior officials or administrators who are first introduced to the Company or any of its Subsidiaries in connection with the Project, for a period of three (3) years after the date of this Confidentiality Letter; on the understanding that this Section 4 shall not restrict the Company or any of its Subsidiaries from (i) engaging in any general employment that is not specifically addressed to such Persons, (ii) engaging Persons who respond to such recruitment, or (iii) recruit or hire Persons who have ceased to be employees with at least six (6) months prior to recruitment.

5. No waiver of privilege.

To the extent that any Confidential Information includes materials subject to professional privilege, the Company agrees that CFEnergía shall not waive, and shall not be deemed to have waived or diminished, its attorney work-product protections, professional secrets or any other protections or



privileges resulting from the disclosure of any Confidential Information (including Confidential Information related to pending or latent litigation) to the Company or any of its Representatives.

6. No Representations or Warranties.

Although the Company understands that CFEnergía has endeavored to include in the Confidential Information materials that are believed to be reliable and relevant to the subject matter of the Company's assessment, the Company acknowledges that CFEnergía or its Representatives make no representations or warranties regarding the quality, accuracy, suitability, reliability, or completeness of such Confidential Information. The Company accepts and acknowledges that neither CFEnergía nor its Representatives shall be liable to the Company or its Representatives because of the use of Confidential Information by the Company and its Representatives.

7. Property

All Confidential Information will remain the exclusive property of CFEnergía and that no licenses, permissions, grants, concessions or any other direct or indirect right, either implied or requested or otherwise, shall arise from the disclosure of Confidential Information. The Company hereby agrees that there is no obligation to disclose Confidential Information by CFEnergía.

8. Term

This Confidentiality Letter shall be in force for five (5) years after its signature.

Acknowledged and agreed by

Name and signature of representative