

SUBJECT: QUOTE REQUEST FOR SUPPLY LNG ("THE REQUEST")

CFEnergía S.A. de C.V. ("CFEnergía"), a subsidiary of the Federal Electricity Commission (the "CFE" or "Commission"), whose corporate purpose, among others, is the marketing of fuels in Mexico, extends a cordial **invitation to participate in the contracting process of supply of Liquefied Natural Gas ("LNG") in the**, storage and regasification terminal located in Manzanillo, Colima México, hereinafter the "Services", in accordance with the requirements set out in Table 1 below, by virtue of which its representative has been identified as a potential service provider (the "Participant") and which has extensive experience in the supply of LNG required by CFEnergía:

Table 1.

Kind of product	Liquefied Natural Gas
Quality specifications	Minimum 87% methane, maximum 10% ethane and maximum 1% nitrogen
Delivery Point	Manzanillo, Colima Mexico. In the terminal, storage and regasification of the company KMS Terminal of LNG, S of R.L. of C.V. ("Terminal KMS")
Volume (m3) Minimum-maximum	128,000 a 160,000
Million BTU (MMBTU)	2,940,945 a 3,676,181
Coordinates of delivery:	19.012964, -104.260512
Supply period (Delivery window)	January 05-12, 2024

1. REQUIREMENTS

Send to cop@cfenergia.com in PDF format on December 19th, 2023, between 04:00 and 08:59 (Mexico City time) all the following documents:

- i. **Confidentiality commitment letter** signed by a legal representative (**Annex 1**).
- ii. **Simple copy of the public deed** establishing the legal formation of the Participant. In the case of legal persons incorporated abroad, they must accompany a copy of the corresponding constituent document, in case of having the documents apostilled and/or legalized, they can be sent in this way (e.g., Articles of Association, Certificate of Incorporation, Articles of Incorporation, etc.).

- iii. **Simple Copy of the document accrediting the powers and powers of the signatory of the Letter of Commitment and Letter of Interest.** If it has been granted abroad, a copy of the document certifying the personality of the signatory of the company concerned must be accompanied (e.g., PoA, Certificate of Incumbency or Authorized Signatories, etc.)
- iv. **Simple copy of the signatory's official identification.** As official identification. In the case of documents issued by Mexican government authorities, only the voter's credential, valid passport or professional card will be accepted; whereas, in the case of documents issued by government authorities other than Mexican, only the valid passport will be accepted.
- v. **Economic offer** duly signed by the company's legal representative on company letterhead and folio.
- vi. **Risk analysis assessment.** To accredit the Participant's financial and credit standing, CFEnergía shall assess the Participant's financial standing, capacity to pay and indebtedness. Following this assessment, CFEnergía will analyze the feasibility of the award.

In this assessment the following is required:

Relevant information demonstrating its financial condition, including its audited financial statements, by an external auditor comprising at least: (i) the Balance Sheet, (ii) Statement of Operations and Comprehensive Income, (iii) Statement of Cash Flow and (iv) Statement of Changes in Stockholder's Equity, for the last 3 (three) fiscal years 2020, 2021 and 2022, as well as preliminary ones to the third quarter of 2023 signed by an Accountant(a) Public(a) Entitled(a) and incorporating their professional identification number.

The Participant may, in addition and in a separate section, submit alternative and/or additional suggested approaches to the scheme established herein, without requiring CFEnergía in any way to change the scheme proposed here.

CFEnergía reserves the right to require the exhibition of the originals of any document that is submitted only in simple copy or in digital form.

After the deadline for receiving the proposals and not having your own, CFEnergía will consider that there was no interest in participating and will not generate any obligation for any of CFEnergía.

2. CONSIDERATIONS

- i. The participant shall make delivery of the LNG in a window according to the supply period established in Table 1, and must assure CFEnergía at least 128,000 m³.

- ii. The economic offer must be issued in dollars by MMBtu (USD / MMBtu) before VAT, considering all associated costs for the delivery of the required LNG volume at the Delivery Point set out in Table 1, considering, but not limited to, costs of the molecule, transport, permits and certificates.
- iii. The economic offer may be submitted considering the following two options Manzanillo Sale Price:
 - ✓ US HH Natural Gas Settlement Price +/- K, in USD\$/MMBTU. It will be considered US Henry Hub Contract Settlement (expiration day) for the month corresponding to the arrival of the LNG vessel, as requested by CFEnergía.
 - ✓ Fixed price offer (example X.XX USD/MMBTU).
- iv. The economic offer must be valid for 30 calendar days from the date of receipt of the proposal and not consider any advance.
- v. The Participant shall cover the Supply Period without exceptions or extensions, for the delivery window.
- vi. The Participant shall demonstrate the traceability of the LNG to be supplied, indicating supplier or point of origin, transfer time to comply with the Service Period in accordance with table 1 above, for both the download window.
- vii. Comply with the General Conditions set out in Annex 2 to this Request.
- viii. Comply with the Operational Procedure for Measurement and Gauging of LNG volumes set out in Annex 3 to this Request.
- ix. Compliance with the Technical Specifications set out in Annex 4 to this Request.
- x. A courtesy english version of this document shall be made available to all Participants, provided however that all the stages of this Request 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.

3. EVALUATION OF TENDERS

CFEnergía will first analyze the result of the Participant's risk analysis and compliance analysis under the CFEnergía Anti-Corruption and Bribery Policies.

Once accredited, CFEnergía will proceed to carry out the evaluation of the economic offer considering those that offer the fulfillment of all the requirements referred to in number 1 above and contain the best economic offer in USD/MMBtu.

If, in conducting the evaluation, CFEnergía identifies doubts or deficiencies in the proposal, CFEnergía

may request the necessary information from the Participants to resolve any doubts about the content and/or scope of these, giving them a response time defined in the requirement itself and allowing CFEnergía to determine the results of the process and ensure timely service. If the Participant fails to comply with(the) requirement(s), CFEnergía shall consider that there was no interest in participating and shall not generate any obligation for the CFEnergía.

If the evaluation does not result in a competitive offer that meets all the above requirements, CFEnergía reserves the right to carry out any of the following options:

- a. Request the Participant to improve its financial offer. Such a proposal must be made in good faith to effect transactions under the terms and conditions proposed under this Invitation. In case the Participant submits a higher economic proposal, or with less favorable conditions, such proposal may be discarded.
- b. Analyze and select the most suitable proposal for CFEnergía based on the information presented by the Participants in their economic offers; and
- c. Declaring the process as desert by mail notification cop@cfenergia.com.

Proposals from Participants shall not be binding on CFEnergía until the winning Participant is notified of the outcome of the evaluation and the respective supply contract is concluded; However, the obligations of confidentiality and of good faith are binding from the moment of signature of the letter commitment of confidentiality.

4. CONSIDERATIONS AFTER ASSIGNMENT OF THE SERVICE

After the declaration of the winner of the contracting process for the LNG supply service to be delivered at the storage and regasification KMS Terminal located in Manzanillo, Colima CFEnergía will apply the following conditions to the winning Participant (the "Supplier"):

- a. The designation as winner of the competitive process will lead to the formalization of the model contract for the supply of LNG which is immovable, so it is not subject to substantial or substantive changes (the "Contract").
- b. A certified copy of the of the public deed and a Copy of the document attesting the powers and faculties of the signatory of the Letter of Commitment and Letter of Interest shall be required.
- c. In order to ensure proper performance of the obligations arising from the Contract, the Supplier shall deliver physically and by e-mail to CFEnergía within 3 (three) business days of the service assignment notification, the performance guarantee (the "**Guarantee**"), which must be constituted by an unconditional and irrevocable letter of credit, issued by a banking institution legally operating in Mexico, with a Credit Rating of at least "mxAA" (National or Domestic Scale) of Standard & Poor's (or its equivalent by another rating agency or international scale).

If the issuing credit institution is foreign, the letter of credit shall be issued by a credit institution with a credit rating of at least "A2" by Moody's Investor's Service Inc., "A" by Standard and Poor's Financial Service, LLC or "A" by Fitch Ratings, Inc. and be confirmed by an authorized banking institution in terms of the Law of Credit Institutions to operate in Mexico in an amount equal to 12% (twelve percent) of the maximum total value of the supply.

The maximum total value will be obtained by multiplying the USD/MMBtu rate by the volume allocated for supply.

The Guarantee must be valid for 90 calendar days after the end of the corresponding Contract and shall be returned in accordance with the Contract

LEGAL NATURE OF THE REQUEST

This Request 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 Request, any economic or request 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 invitation does not imply any obligation CFenergía to continue with the contracting. All costs incurred by the Participants in the activities associated with this Invitation will be at each Participants' own expense.

CFenergía, S.A. de C.V.