

ANNEX C

FORM OF SERVICE AGREEMENT
FIRM BASE/ INTERRUPTIBLE BASE

Agreement No. _____

[Firm and Interruptible Base]

Kinder Morgan Gas Natural de México, S. de R.L. de C.V. (Kinder Morgan)

Contract Date _____

1. Shipper is _____ a _____

2. Total MDQ: _____ Dth/Day.
3. Term: _____ to _____
4. END USERS are: _____
5. This agreement supersedes and cancels the agreement number _____ dated as of _____

The capacity rights of this agreement were released from _____ (only for firm base).

The service charges and reservation charges begin the latter of:

- (a) _____ and
- (b) The date when the capacity to render the service is available in the Kinder Morgan system

Others _____

6. User Address: _____
Kinder Morgan Address: _____

7. The Kinder Morgan General Terms and Conditions, revised from time to time, regulate this agreement and are herein incorporated. Annexes A and B are part of this agreement. This is the only agreement between the parties and no waiver or declaration shall affect it, except when they are expressed in writing. Shipper shall deliver to Kinder Morgan the name of the end users, provided they are requested by Mexican authorities to Kinder Morgan.

Agreed by:

KINDER MORGAN

Shipper

/Signature/ _____
Name: _____
Charge: _____

/Signature/ _____
Name: _____
Charge: _____

GENERAL TERMS AND CONDITIONS, KINDER MORGAN MEXICO

APPENDIX I

Date: _____

Company:

Contract No.:

Receipt Points:

<u>Name/Location</u>	<u>Area</u>	<u>State</u>	<u>Pin No. (Dth)</u>	<u>MDQ</u>
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_____	_____	_____	_____	_____
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Secondary Receipt Points:

<u>Name/Location</u>	<u>Area</u>	<u>State</u>	<u>Pin No. (Dth)</u>	<u>MDQ</u>
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_____	_____	_____	_____	_____
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Receipt Pressure, Assumed Atmospheric Pressure:

The Natural Gas that will be delivered to Kinder Morgan at the Receipt Points must be delivered at a pressure sufficient to enter the pipeline at the pressure maintained by Kinder Morgan from time to time, but the Transporter should not deliver the Natural Gas at a pressure that exceeds the Maximum Allowable Operational Pressure for each Receipt Point. The Party carrying out measurement of Natural Gas should use or deliver the assumed atmosphere corresponding to the levels in the mentioned Receipt Point.

Rate:

Except as established in written contract(s) between the Parties, during the term of the Contract the Transporter should pay the maximum tariffs applicable or other legal charges, as specified in the list of tariffs.

Gas used as Fuel:

It shall be assigned to the User the applicable percentage of gas for use as fuel (if necessary), unless Kinder Morgan and the User agree to apply a monetary reimbursement.

Index of Penalties:

Kinder Morgan and the User agree that the index of penalties in the present Contract shall be the following: _____