

"The foregoing document is classified as confidential information pursuant to Article 116 of the General Law of Transparency and Access to Public Information and other applicable regulation in this topic; as well as an industrial secret pursuant to Articles 82,85 and 86 Bis 1 of the Industrial Property Law and other applicable regulation in this topic."

**FIRM GAS
TRANSPORTATION SERVICE AGREEMENT**

THIS AGREEMENT, dated and effective [REDACTED] constitutes an agreement for firm transportation service between **KINDER MORGAN GAS NATURAL DE MEXICO, S. DE R.L. DE C.V.** ("Transporter"), and [REDACTED] ("Shipper"), on the following declarations, terms and conditions:

DECLARATIONS

Transporter Declares:

- I It is a company incorporated under the laws of Mexico, as evidenced by public deed number 65075, dated as of January 23, 1996, before the Notary Public Number 92 in Mexico D.F., and public deed number 732 dated as of December 19, 2001, by which its corporate name was changed from Midcon Gas Natural de Mexico, S.A. de C.V. to Kinder Morgan Gas Natural de Mexico, S. de R.L. de C.V.;
- II [REDACTED] evidences his legal capacity to execute this agreement on behalf and in representation of the Transporter by public deed number [REDACTED]
- III It has obtained all the necessary corporate and governmental authorizations to enter into this agreement.

Shipper Declares:

- I [REDACTED]
- II [REDACTED] evidences his legal capacity to execute this agreement on behalf and in representation of the Shipper, according to [REDACTED]
- III It has obtained all the necessary corporate and governmental authorizations to enter into this agreement.

1. CONDITIONS PRECEDENT

This Firm Gas Transportation Agreement (the "Agreement") shall not be enforceable until and unless

- i) Shipper or Shipper's affiliate has entered into a Firm Intrastate Gas Transportation Service Agreement (the "Intrastate Transportation Agreement"), an Interruptible Gas Services Transportation Agreement, and a 311 Interruptible Gas Services Transportation Agreement (all together the "Texas Agreements") with Kinder Morgan Texas Pipeline, L.P. (KMTP) under which KMTP will provide related transportation of the gas to be transported hereunder;
- ii) a Connection Facilities Agreement describing the actual Delivery Point(s) and measurement facilities is entered into between Transporter and Shipper;



2. MAXIMUM DAILY RESERVED CAPACITY; RECEIPT AND DELIVERY POINTS

During the term of this Agreement, Transporter agrees to receive from Shipper, at the Receipt Point(s) identified on Exhibit A, daily quantities of gas for transportation on a firm basis. Transporter agrees to deliver Equivalent Quantities of gas at the Delivery Point(s) identified on Exhibit B. "Equivalent Quantities" shall mean that volume of gas which is thermally equivalent to the volume of gas received from Shipper by Transporter at the Receipt Point(s).

The sum of the quantities of gas which Transporter is obligated to receive for Shipper's account on any day at the Receipt Point(s) identified on Exhibit A shall be three-hundred seventy-five thousand (375,000) MMBtu/day (Daily Reserved Capacity). At no time shall Transporter be required to deliver in excess of the quantities shown for the Delivery Point(s) on Exhibit B.



3. FACILITIES

Transporter, at its sole cost and expense, shall undertake to obtain all necessary permits and to design, engineer, construct, or have constructed, as well as operate and maintain natural gas pipeline facilities which shall include but not be limited to a) approximately one hundred (100) miles of thirty-inch (30") diameter pipeline commencing at a point of interconnection with the facilities of KMTP at or near the international border between the United States and Mexico extending to a point near [redacted], where Transporter's pipeline will interconnect with the [redacted] and to a point [redacted]

[REDACTED]

b) the acquisition and maintenance of land rights as required for construction and operation, and c) ancillary equipment including but not limited to EFM equipment, 30-inch major valves, chromatograph, ultrasonic meter, flow conditioner, regulators, pig launchers and receivers (altogether the "Facilities").

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Actual commercial operation date shall be considered to be achieved on the day when the Facilities under this Agreement and the Facilities as defined in the Intrastate Transportation Agreement are capable of commencing continuous operations for at least the Maximum Daily Reserved Capacity under the terms of each Agreement (the "Actual Commercial

Operation Date"). [REDACTED]

[REDACTED]

[REDACTED]

4. RIGHTS-OF-WAY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. TERM OF AGREEMENT

Transporter shall provide Shipper with firm natural gas transportation services commencing on the Actual Commercial Operation Date and continuing for a primary term which will end on the [REDACTED] anniversary of the Scheduled Commercial Operation Date or of the Actual Commercial Operation Date, whichever ever is later ("Primary Term"). [REDACTED]

6. NOMINATIONS, CONFIRMATIONS AND PREDETERMINED ALLOCATIONS

A. NOMINATIONS:

1) General

a. The format and the necessary information required for a nomination is shown on the Transportation Nomination Form attached as Exhibit D "Nominations" to this Agreement. Each month, Shipper shall furnish a monthly nomination. All quantities shall be expressed in MMBtu/D (dry). Nominations will not be carried forward from one month to the next unless nominated across months. Transporter's Direct Access Request Tracking system (DART) has the ability to cover a period of up to six months. Failure to renominate will result in an interruption of service, with no liability for Transporter.

b. Once nominations are submitted and confirmed, they shall remain binding and in effect until the date specified on the nomination or the end of the month, unless changed per the provisions in paragraph A.3.

c. Nominations must be submitted electronically via DART or in writing or in person or by mail or fax to:

Kinder Morgan Gas Natural de Mexico, S. de R.L. de C.V.
Attn: Pipeline Scheduling Operations Department
500 Dallas, Suite 1000
Houston, TX 77002
Fax: (713) 369-9375

d. Nominations should be received by the Pipeline Scheduling Operations Department in accordance with Paragraphs A.2 and A.3. Transporter shall notify Shipper in writing [REDACTED]

if a scheduler has been assigned to manage Shipper's agreement, and all nominations shall be sent to that scheduler. Any questions concerning the nomination procedure shall be directed to the Pipeline Scheduling Operations Department at (713) 369-9271 or the Marketing Department at (713) 369-9270.

2) Beginning of the Month Nominations

If Shipper desires to transport daily quantities of gas commencing on the first day of the month it should nominate electronically or furnish a fully completed Transportation Nomination Form no later than [REDACTED] US Central Standard Time (CST) on the last Mexican business day prior to the first day of such month.

3) Daily Nomination and Changes

Shipper may submit daily nominations and/or changes on any Mexican business day. Such daily nominations shall be received no later than [REDACTED] CST on the last Mexican business day prior to the day gas is requested to commence flowing. Transporter shall use its best efforts to accommodate intraday nomination changes submitted by Shipper. Shipper should submit nomination changes whenever actual flows are expected to vary from the current nominated flow.

Any nomination received after the above stated transportation submission deadlines of Paragraphs A.2 and A.3 may result in a delay of service.

4) Required Changes

If the Pipeline Scheduling Operations Department determines that the actual flows under a particular transportation agreement differ from the confirmed nominations herein and imbalances in excess of the limits established in Section 13, then the Pipeline Scheduling Operations Department may require a prospective nomination change(s) (either receipt or delivery adjustments) from Shipper, to correct such variance.

B. CONFIRMATIONS

Transporter will use commercially reasonable efforts to have all nominations confirmed by 2:00 p.m. but in no event later than 3:30 p.m. CST on the last Mexican business day prior to the day gas is to flow. If confirmation cannot be given by 3:30 p.m. CST, the Parties will communicate in order to solve the problem impeding the confirmation. Shipper will have the ability to set nomination priorities to rank cuts in supply or market.

C. PREDETERMINED DELIVERY POINT ALLOCATIONS (PDA)

Transporter will allocate the gas flow at each Delivery Point each day. The Shipper will set the priority at each Delivery Point prior to the beginning of each month with the nomination set forth in paragraph A.2., and may change the priority at each

Delivery Point during the month together with the nomination changes set forth in paragraph A.3. This order of priority will not change after 9:00 a.m. CST on the day of flow. PDA changes will be prospective only. In the event the Shipper does not provide a PDA method, Transporter will use prorata allocation as the default method.

7. FEE

(a) Regardless of whether Shipper tenders any gas hereunder, Shipper shall pay Transporter each month throughout the Primary Term or any extension of this Agreement for the service provided herein [REDACTED]

[REDACTED]

[REDACTED] || [REDACTED] || [REDACTED]

[REDACTED]

(b) [REDACTED]

(c) In the event that pressure conditions exist on the pipeline from time to time that allow volume in excess of the Daily Reserved Capacity per day to be transported, Shipper may request from Transporter additional volumes to the Daily Reserved Capacity ("Authorized Overrun Volume" or "AOR"). Should Transporter confirm such volumes, Shipper shall pay [REDACTED]

8. [REDACTED]

[REDACTED]

[REDACTED]

9. PAYMENT TERMS

Each month [REDACTED] Transporter shall present to Shipper
[REDACTED] an original invoice [REDACTED]

[REDACTED]

Shipper shall make payment(s) to Transporter's designated bank account [REDACTED]
[REDACTED] following receipt of
each such original invoices, except when such day is not a Mexican business day, in which
case payment shall be due on the following Mexican business day. [REDACTED]

Any late payment shall be subject to interest at a rate equal to [REDACTED]
[REDACTED] All payments
under this Agreement shall bear applicable Value Added Tax (VAT); the rates of Section 7
are exclusive of VAT.

10. ADDRESSES

SHIPPER'S ADDRESS

Notices

[REDACTED]

Invoices

[REDACTED]

TRANSPORTER'S ADDRESS

Notices

Kinder Morgan Gas Natural de Mexico, S. de R.L. de C.V.
500 Dallas, Suite 1000
Houston, Texas 77002
Attention: Contract Administration
Phone: (713)-369-9426
Fax: (713)-369-9375

Payments

Payment address to be supplied by Transporter with at least thirty (30) days notice before Actual Commercial Operation Date.

11. MAINTENANCE INTERRUPTIONS

It is specifically agreed by the Parties hereto that the Transporter may partially or entirely interrupt its performance hereunder for the purpose of conducting necessary maintenance of the system,

[REDACTED]

12. GENERAL TERMS

This Agreement is subject to the General Conditions for the Provision of Service as approved and on file with the Comisión Reguladora de Energía on October 17, 1996 as may be revised or superseded from time to time ("GTS").

The parties agree that matters not addressed in this Agreement shall be subject to the provisions of the GTS as amended from time to time.

[REDACTED]

13. IMBALANCES

It is recognized that, because of operational variations, it may be physically impossible or operationally impractical for Transporter to deliver to Shipper precisely Equivalent Quantities on any given day, such that imbalances will accrue from time to time. Such imbalances will be the difference between quantities of gas [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. TITLE, POSSESSION AND RESPONSIBILITY FOR THE GAS

Title to the gas transported under this Agreement will remain with Shipper. However, from the time that the gas is received by Transporter at the Receipt Point and until such time as the gas is delivered by Transporter to the Delivery Points, Transporter shall be deemed to be in possession and control of the gas and while it is deemed in possession of the gas, Transporter shall be responsible for, and hold harmless Shipper from and against, any loss, expense, damage, injury or claim caused thereby.

15. TAXES

Each Party shall be responsible for the payment of their respective taxes arising under this Agreement and its Exhibits, according to the applicable federal, local and municipal laws. The payments made by Shipper to Transporter shall not be subject to any withholding other than those required under law. Shipper shall indemnify Transporter, its respective agents, officials, advisers, affiliates, assignees and employees for all demands and claims, whether judicial or extra judicial, and for the losses, damages and expenses that arise from the importation of natural gas into Mexico.

16. GAS SPECIFICATIONS

Transporter shall be obligated to deliver natural gas at the Delivery Point which conforms to the specifications for natural gas contained in NOM 001-SECRE-1997 as the same may be amended or substituted. Shipper shall have the right to reject any non-conforming gas.

If any party discovers that the natural gas delivered at the Delivery Point does not meet such specifications, then such party shall immediately notify the other Party in writing. Transporter shall be liable for any actual and direct damages sustained by Shipper or its customers caused by non-conforming gas, except to the extent Shipper has knowingly accepted such gas.

Neither party shall be liable for consequential, incidental damages, lost profits or other business interruption damages. Notwithstanding any other provision of this Agreement, in no

[REDACTED]

[REDACTED]

[REDACTED]

event shall either party be liable for any penalties or charges assessed to the other party or any other third party.

With respect to the gas transported hereunder, Transporter expressly negates any representation or warranty with respect to merchantability or fitness for any particular purpose.

17. PRESSURE

Transporter shall deliver gas at the Delivery Points at a pressure [REDACTED] [REDACTED] psig. If Transporter intends to deliver gas below the specified pressure, Shipper shall have the right to [REDACTED]

18. FORCE MAJEURE

From the date of execution of this Agreement, "Force Majeure" shall mean and include any act, that (a) renders Transporter or Shipper unable to provide or utilize the transportation services contemplated by this Agreement, (b) is beyond the affected Party's reasonable control, (c) is not due to the affected Party's fault or negligence, and (d) be unforeseeable or even when foreseeable, could not have been avoided by the exercise of reasonable due diligence, including, but not limited to, the expenditure of reasonable sums of money as determined by prudent pipeline operator standards in light of the scope of service being provided. Subject to the above, Force Majeure shall include, without limitation, acts of God; strikes; lockouts or other industrial disturbances; delay in obtaining necessary governmental authorizations, including permits (as described in Exhibit C), concessions, or licenses but not including rights of way; acts of terrorism; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; any arrests, acts, rules, regulations and restraints of government or governmental body; civil disturbances; explosions; breakage or accidents or failure of facilities, machinery or lines of pipe; freezing of wells; gathering lines or other facilities; and any other cause not reasonably within the control of the Party claiming Force Majeure. The settlement of strikes or lockouts shall be entirely within the discretion of the Party involved and the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the Party involved. The settlement of strikes, lockouts or other industrial disturbances due to a breach of any labor relationship on behalf of the Party claiming force majeure shall not constitute a Force Majeure event. Force Majeure shall not include economic hardship or changes in market conditions.

It is recognized that an event of Force Majeure occurring under the Texas Agreements shall be recognized as an event of Force Majeure under this Agreement.

In the event that a scheduled delivery is interrupted by a Force Majeure event, Shipper shall use its best efforts, under commercially reasonable terms, to reschedule deliveries to another Delivery Point listed in Exhibit B or a mutually agreeable point under the Texas Agreements.

The Party invoking Force Majeure shall notify the other Party of the occurrence of such Force Majeure as soon as possible orally and in writing within ten (10) days from the occurrence of such Force Majeure; in the understanding that failure to notify within said period will result in the inability of such Party to invoke the corresponding Force Majeure.

The obligations of the party invoking Force Majeure, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

[REDACTED]

Notwithstanding the foregoing, Force Majeure shall in no way terminate the Parties' obligations to balance volumes of gas hereunder or make payment for volumes delivered prior to Force Majeure or after such Force Majeure if partial transportation service is provided to Shipper.

In the event that Transporter is subject to an event of Force Majeure, Transporter will allocate any available capacity on the system among firm transportation shippers on a pro rata basis, based on the firm capacity commitment to each shipper pursuant to its contract with Transporter.

19. NON-PERFORMANCE BY SHIPPER

Non-Performance by Shipper for purposes of this Section includes:

- [REDACTED]
- [REDACTED]
- [REDACTED]

In any of the cases provided above, Transporter shall provide written notice to Shipper providing the details of any such alleged non-performance. Shipper shall have sixty (60) days from the date of such notice to cure any such default ("Cure Period"), with the understanding

that with respect to the cases described in paragraph (a) above, the Cure Period will be reduced to [REDACTED] days in the event of a second non-payment event during the same calendar year and no Cure Period shall be available for any further non-payment event during such calendar year.

Should Shipper have failed to remedy its non-performance by the expiration of such Cure Period, Transporter shall be entitled, on [REDACTED] days written notice to Shipper, to require Shipper [REDACTED]

20. NON-PERFORMANCE BY TRANSPORTER

[REDACTED]

B) NON PERFORMANCE BY TRANSPORTER

Non-performance by Transporter for purposes of this Section includes:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

In any of the cases described above, Shipper shall provide written notice to Transporter including the details of any such alleged non-performance.

In the events of non-performance described in Sections (a) and (b) above, Transporter and/or its lenders shall have sixty (60) days from the date of such notice to cure any default. Should Transporter have failed to remedy its non-performance by the expiration of such Cure Period, Shipper shall have the right, on thirty (30) days written notice to Transporter, to terminate this Agreement. If the event of non-performance occurs as described in Sections (a) or (b) above, in order for Shipper to maintain access to the capacity, Shipper shall have the option to cause Transporter to sell and deliver the Facilities to Shipper or to a third party designated by Shipper for a purchase price equal to the net cost of such Facilities as carried on Transporter's books at the time of Shipper's exercise of this option.

In the event of non-performance pursuant to Sections (c) or (d), Shipper shall be entitled to terminate this Agreement immediately, without any cure period, and to exercise the aforementioned option to cause Transporter to sell and deliver the Facilities to Shipper or to a third party designated by Shipper.

21. JOINT EFFORT

The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes, as prepared through the joint efforts of the Parties, and shall not be construed against one Party or the other as a result of the preparation, submittal or other event of negotiation, drafting or execution hereof.

[REDACTED]

[REDACTED]

23. ASSIGNMENT

This Agreement may not be assigned by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably withheld. In the event that Transporter elects to finance construction of the Facilities, Shipper agrees to the conditional assignment of this Agreement to secure such financing arrangement, provided, however, that any right on the part of Transporter's lender(s) to substitute an entity for Transporter as the operator of the pipeline shall be subject to Shipper's prior approval, which shall not be unreasonably withheld. Additionally, Shipper agrees that Transporter may assign its revenue stream associated with this Agreement to a financial institution. Either Party may assign to an



24. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is subject to the applicable laws of Mexico.



25. NO THIRD PARTY BENEFICIARY

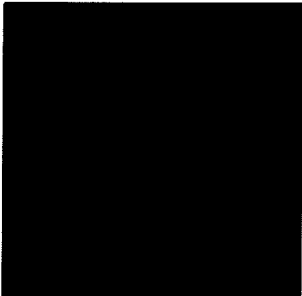
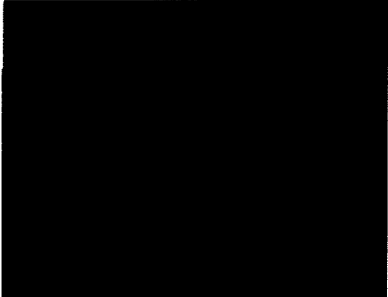
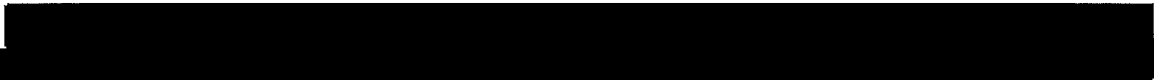
It is expressly understood that the provisions of this Agreement do not impart enforceable rights in anyone who is not a Party or a successor or assignee of a Party hereto.

26. AMENDMENTS

No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by both Parties.

27. ENTIRETY OF AGREEMENT

This Agreement and the Exhibits contain the entire agreement of the Parties with respect to the matters covered hereby. No other agreement, statement, or promise made by any Party, or to any employee, officer, or agent of any Party, which is not contained in this Agreement shall be binding or valid.



28. WAIVER

The waiver of any breach of any of the terms or conditions hereof shall not be deemed a waiver of any other or subsequent breach, whether of a like or different nature. No failure to exercise and no delay in exercising, on the part of a Party, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any total or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof.

29. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement; provided, however, that the Parties shall attempt in good faith to negotiate an amendment to this Agreement consistent with applicable law to place the Parties as nearly as possible in a similar economic position that they were in prior to the finding of such invalidity, illegality or unenforceability.

30. CONFIDENTIALITY

The terms of this Agreement shall be kept confidential by the Parties hereto, except to the extent that any information must be disclosed to a third party as required by law, regulation or order, in which case, immediate notice shall be given to the other Party and there shall be a request to the third party for confidential treatment and minimization of the amount of disclosure. It is agreed that the provisions of this Confidentiality paragraph shall extend for three years beyond the termination date of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate originals as of the date first hereinabove written.

KINDER MORGAN GAS NATURAL DE MEXICO, S.
DE R.L. DE C.V.

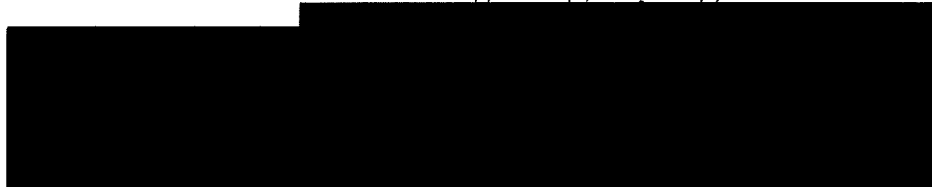
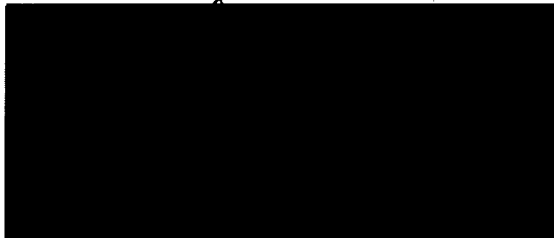


EXHIBIT A

TO

FIRM GAS TRANSPORTATION SERVICE AGREEMENT

DATED [REDACTED]

BETWEEN

KINDER MORGAN GAS NATURAL DE MEXICO, S. DE R.L. DE C.V.

AND

[REDACTED]

Receipt Point(s)

The point at which Transporter's thirty (30) inch pipeline connects to Kinder Morgan Texas Pipeline, L.P., at or near the international border between the United States of America and Mexico in the vicinity of Roma, Texas.

[REDACTED]

END OF EXHIBIT A

[REDACTED]

[REDACTED]

EXHIBIT B

TO

FIRM GAS TRANSPORTATION SERVICE AGREEMENT

DATED [REDACTED]

BETWEEN

KINDER MORGAN GAS NATURAL DE MEXICO, S. DE R.L. DE C.V.

AND

[REDACTED]

Delivery Point(s)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

END OF EXHIBIT B

[REDACTED]

[REDACTED]

EXHIBIT C

TO

FIRM GAS TRANSPORTATION SERVICE AGREEMENT

DATED [REDACTED]

BETWEEN

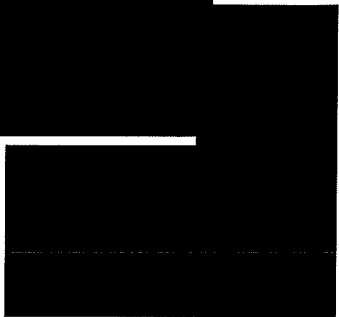
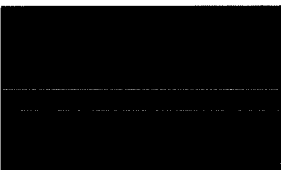
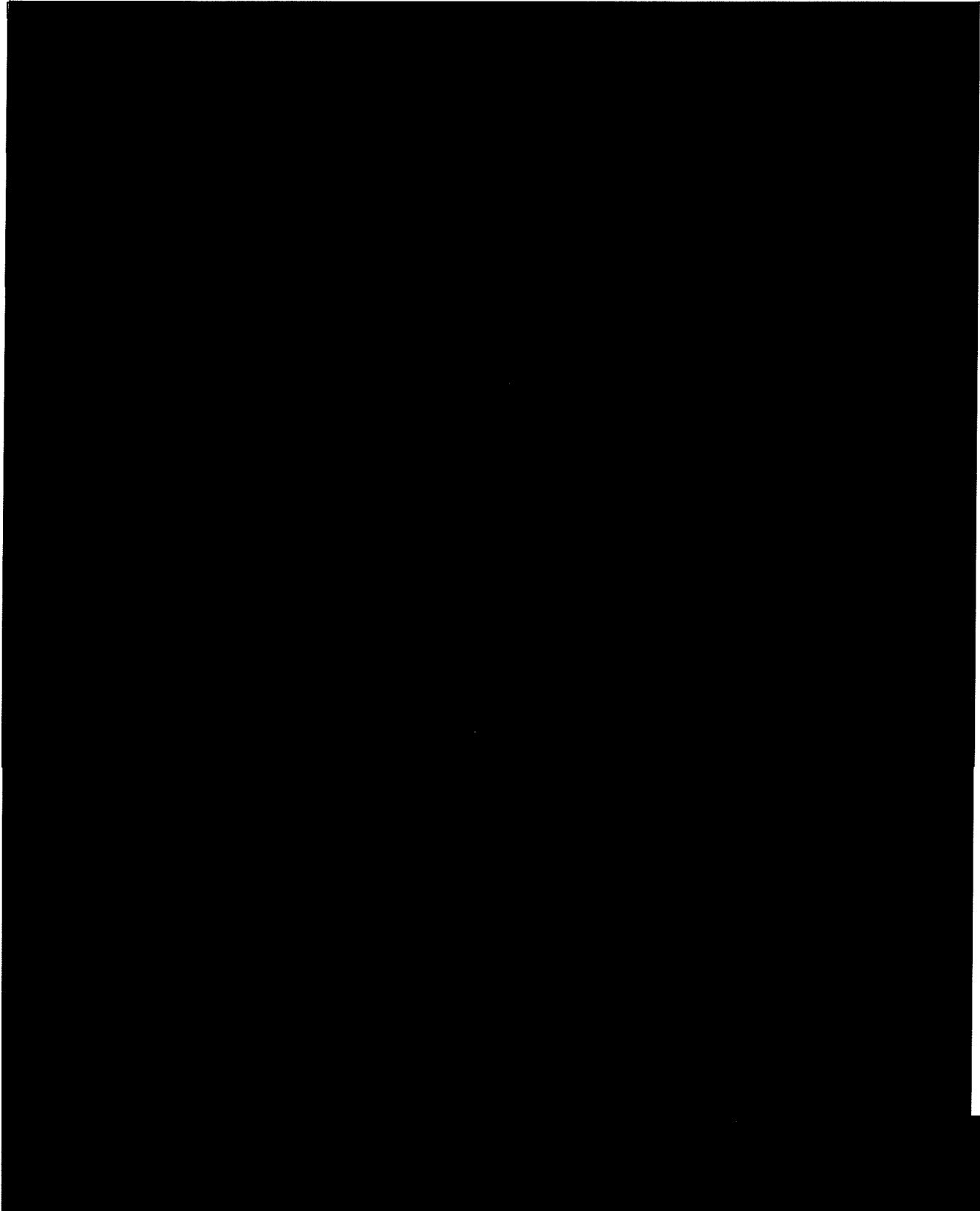
KINDER MORGAN GAS NATURAL DE MEXICO, S. DE R.L. DE C.V.

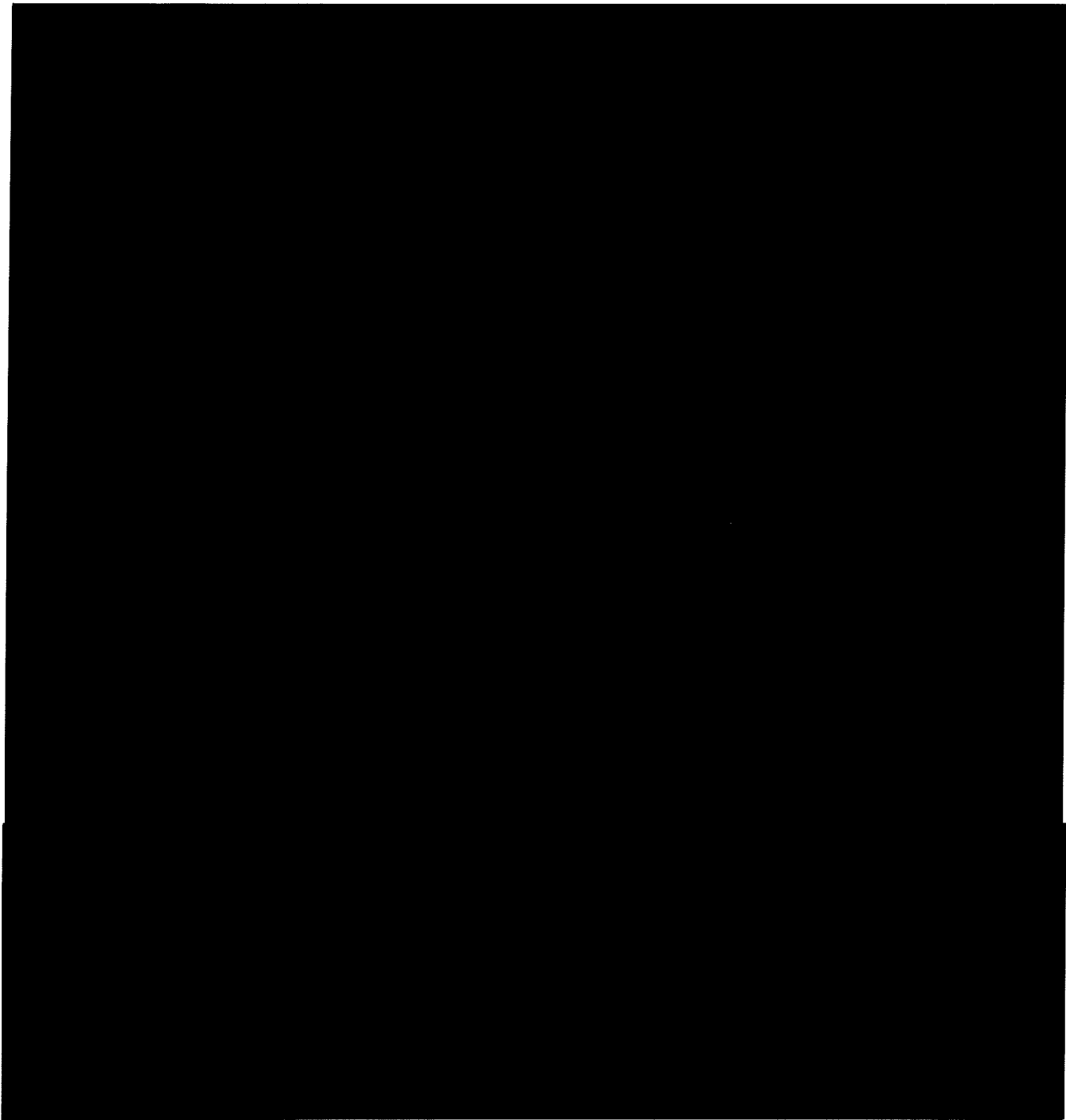
AND

[REDACTED]

Permits

[REDACTED]





END OF EXHIBIT C

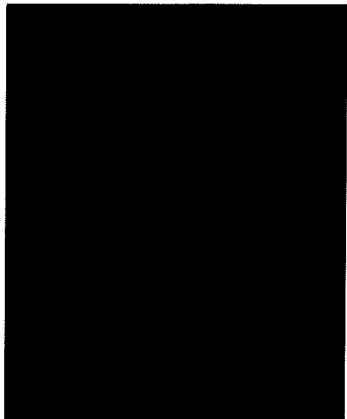


EXHIBIT D

TO

FIRM GAS TRANSPORTATION SERVICE AGREEMENT

DATED [REDACTED]

BETWEEN

KINDER MORGAN GAS NATURAL DE MEXICO, S. DE R.L. DE C.V.

AND



Nominations

TRANSPORTATION NOMINATION

Kinder Morgan Gas Natural De Mexico
500 Dallas, Suite 1000
Houston, Texas 77002
ATTN: Gas Scheduling
Fax: 713-369-9375

Marketing Rep: _____
Gas Scheduler: _____

From: Shipper: _____
Address: _____
ATTN: _____
Phone: _____
Fax: _____
24 hour
Emergency: _____

KMGNM Contract No: _____
Contract Date: _____

Effective Date: _____
1. First of Month _____
2. Nomination Change _____

RECEIPT POINT(S)

Receipt Preference	Pin Number	Description	Operator/Producer Name	Receipt Volume Dth/Day (dry)	Payback Dth/Day (dry)	Total Net Receipt Volumes	Comments
1)							
2)							
3)							
4)							
5)							
6)							
Total							

Less fuel % _____

DELIVERY POINT(S)

Delivery Preference	Pin Number	Description	Confirmation Contact	Delivery Volume Dth/Day (dry)	Payback Dth/Day (dry)	Total Net Delivery Volumes	Comments
1)							
2)							
3)							
4)							
5)							
6)							
Total							

One nomination on each KMGNM transportation agreement.
Rank receipt and delivery points in ascending order. For example,
#1 being the last to be reduced in the event of a receipt and/or
delivery limitation.

Signed: _____
Title: _____
Date: _____



END OF EXHIBIT D

