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FIRM GAS TRANSPORTATION AGREEMENT

This FIRM GAS TRANSPORTATION AGREEMENT (this "Agreement") is made and entered into as of [REDACTED] (the "Effective Date"), by and between KINDER MORGAN GAS NATURAL DE MEXICO, S. de R.L. de C.V. ("Transporter"), and [REDACTED] ("Shipper"). Transporter and Shipper are sometimes referred to singularly as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, Transporter operates the Mier-Monterrey Pipeline in the states of Tamaulipas and Nuevo León, México for the transportation of Gas, according to the transportation permit number G/003/TRA/1996 granted by the Energy Regulatory Commission of Mexico;

WHEREAS, Shipper desires Transporter to receive and transport certain quantities of Gas on Transporter's pipeline system on a firm basis from and to the points specified on Exhibit "C";

WHEREAS, Transporter is willing to transport such quantities of Gas for Shipper in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Shipper has executed and delivered (1) the Intrastate Firm Gas Transportation Agreement (the "Texas FTA") with Kinder Morgan Texas Pipeline LLC ("KMTP"), under which KMTP will provide transportation within the United States of America of the Gas to be transported under this Agreement, and the Texas FTA is fully enforceable against Shipper in accordance with its terms, (2) a guaranty in form and substance acceptable to Transporter, and (3) if, applicable, an interconnect agreement in form and substance acceptable to Transporter that (i) describes the actual Delivery Point(s), which shall comprise a tap, meter and related measurement facilities and be located at a mutually agreeable site on the Mier-Monterrey Pipeline, and (ii) provides that such facilities will be designed, constructed and installed to Transporter's specifications at Shipper's sole expense, and that such facilities will be owned and operated by Transporter (the "Interconnect Agreement").

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the Parties covenant and agree as follows:

ARTICLE I
Definitions and Construction

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the meanings given them in this Article I. Capitalized terms not defined in this Agreement have the meanings indicated in the GTCs. Unless the context otherwise requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter, the singular will include the plural, and the plural will include the singular. Unless expressly stated otherwise, all references to schedules and exhibits are to schedules and exhibits attached to this Agreement,

each of which is incorporated into this Agreement for all purposes. Article, section or subdivision titles or headings in this Agreement are for convenience only and do not limit or amplify the provisions of this Agreement. All references in this Agreement to articles, sections or subdivisions will refer to the corresponding article, section or subdivision of this Agreement unless specific reference is made to articles, sections or subdivisions of another document or instrument. Unless the context of this Agreement clearly requires otherwise, the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation," and the words "hereof," "herein," "hereunder" and similar terms will refer to this Agreement as a whole and not any particular article, section or subdivision in which the words appear.

- 1.1 The term "**Adequate Assurance of Performance**" has the meaning ascribed in Section 16.2.
- 1.2 The term "**Btu**" means British Thermal Unit(s).
- 1.3 The term "**CRE**" means the Energy Regulatory Commission of Mexico.
- 1.4 The terms "**Cubic Foot**" and "**Cubic Feet**" means the amount of Gas necessary to fill a cubic foot of space at Standard Temperature and Standard Pressure.
- 1.5 The term "**Electronic Flow Measurement**" or "**EFM**" means a Gas flow computer and related transducers and analyzers located at a metering point which computes and records the volume and energy content of the Gas flowing through the meter.
- 1.6 The term "**Equivalent Quantity**" means that quantity of Gas which is thermally equivalent to the quantity of Gas delivered by Shipper to Transporter on any one Gas Day (less Transporter's Use).
- 1.7 The term "**Firm Transportation Service**" means transportation services provided by Transporter for Shipper at the Receipt and Delivery Point(s) that is not subject to reductions or interruption at any time by Transporter, except as provided under this Agreement.
- 1.8 The term "**Force Majeure**" has the meaning ascribed in Section 14.1.
- 1.9 The term "**GAAP**" has the meaning ascribed in Section 16.1.
- 1.10 The term "**Gas**" means natural gas as produced in its natural state whether or not transported, stored, treated or processed before Transporter or Shipper receives it under this Agreement, natural gas that has been previously liquefied and restored to its gaseous state before such receipt, and gas synthesized or manufactured from oil, naphtha, coal or any other material, that meets the quality standards contained in this Agreement.
- 1.11 The term "**Gas Daily Index**" has the meaning ascribed in Section 7.3.
- 1.12 The term "**Gas Daily Transaction Date**" has the meaning ascribed in Section 7.3.

- 1.13 The term “**General Terms and Conditions**” or “**GTCs**” means Transporter’s General Terms and Conditions to Render Natural Gas Transportation Service, approved by CRE.
- 1.14 The term “**Heating Value**” means gross heating value and is the number of Btu of energy transferred as heat per Cubic Foot of Gas from the complete, ideal combustion of the Gas with oxygen (from air), at Standard Temperature and Standard Pressure, in which all water formed by the reaction condenses to liquid. The Btu value will be determined utilizing the complete actual composition of the Gas delivered, but if the Gas as delivered contains seven (7) pounds or less of water vapor per one million (1,000,000) Cubic Feet, the Gas will be assumed to have zero (0) pounds of water per one million (1,000,000) Cubic Feet (dry Gas).
- 1.15 The term “**Indemnities**” has the meaning ascribed in Section 13.2.
- 1.16 The term “**Interconnect Agreement**” has the meaning ascribed in the recitals.
- 1.17 The term “**Maximum Daily Quantity**” or “**MDQ**” has the meaning ascribed in Section 2.2.
- 1.18 The term “**MMBtu**” means one million (1,000,000) Btu.
- 1.19 The term “**Month**” means a period beginning on the first (1st) Day of a calendar month and extending until the first (1st) Day of the following calendar month.
- 1.20 The term “**Non-conforming Gas**” has the meaning ascribed in Section 11.2.
- 1.21 The Term “**Price Directive**” means the directive issued by CRE for the determination of rates and transfer of prices for regulated natural gas activities (*DIRECTIVA sobre la determinación de tarifas y el traslado de precios para las actividades reguladas en materia de gas natural DIR-GAS-001-2007*).
- 1.22 The term “**PSIA**” means pounds per square inch absolute.
- 1.23 The term “**Services Commencement Date**” means [REDACTED]
- 1.24 The term “**Standard Pressure**” [REDACTED]
- 1.25 The term “**Standard Temperature**” means 288.15 degrees Kelvin.
- 1.26 The term “**Taxes**” means any tax, license, fee or charge now or hereafter levied, assessed or made by a Governmental Authority on the act, right or privilege of receiving, storing, handling or delivering Gas which is measured by the volume, value, or sales price of the Gas, specifically including applicable VAT or the gross receipts for providing Firm Transportation Service.

- 1.27 The term “**Texas FTA**” has the meaning ascribed in the recitals.
- 1.28 The term “**Transportation Quantities**” has the meaning ascribed in Section 2.2.
- 1.29 The term “**VAT**” means value added tax.
- 1.30 The term “**Variable Rate**” has the meaning ascribed in Section 15.2.
- 1.31 The term “**Unauthorized Overrun**” means the event when Shipper takes Gas in excess of the MDQ on any Gas Day and such receipts have not been authorized by Transporter, or if Shipper takes Gas with no nomination.
- 1.32 The term “**Unauthorized Overrun Rate**” has the meaning set forth in Section 3.4.
- 1.33 The term “**Unauthorized Overrun Quantities**” means the volumes of Gas that Shipper takes in excess of the MDQ on any Gas Day where such receipts have not been authorized by Transporter, or volumes of Gas that Shipper takes with no nomination.

ARTICLE II

Performance of Transportation Service

2.1 Except as provided below in this Section 2.1, the Firm Transportation Service performed under this Agreement will be subject to the General Terms and Conditions attached as Exhibit “A.” Transporter reserves the right to modify or revise the GTCs from time to time, as applicable to all shippers on Transporter’s Mier-Monterrey Pipeline; *provided that* any such modification or revision is approved by CRE. Transporter will provide the modification or revisions to the GTCs to Shipper in writing. The provisions of this Agreement are special conditions agreed as consideration for the entire agreement between the Parties. If CRE or any other Governmental Authority does not approve this Agreement or requires any modification or revision of this Agreement that results in an economic detriment to Transporter, the Parties acknowledge that the transportation fee(s) payable by Shipper under this Agreement may increase. The Parties acknowledge that the price, terms and conditions of this Agreement have been negotiated in good faith and represent the equilibrium of the meeting of the minds. Thus, the Parties agree that, notwithstanding anything in the GTCs to the contrary, in case of a discrepancy between this Agreement and the GTCs, the terms of this Agreement will prevail. If CRE or any other Governmental Authority determines by means of a mandatory resolution that the GTCs prevail partially or totally over this Agreement, the Parties acknowledge that the transportation fee(s) payable by Shipper under this Agreement may increase.


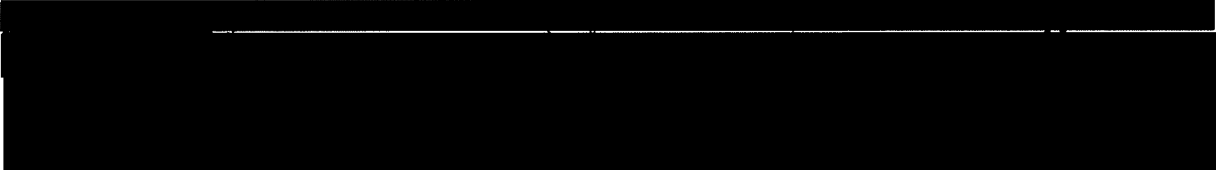
2.2 Subject to the terms and conditions of this Agreement, Transporter will provide Firm Transportation Service, subject to affirmation by the delivering operator at the Receipt Point(s), and by the receiving operator at the Delivery Point(s), such quantities of Gas as may be nominated and delivered by Shipper from time to time and for periods of time as nominated by Shipper in accordance with this Agreement (“Transportation Quantities”), subject to the provisions as set forth in Section 2.3 below, up to a maximum quantity of 150,000 MMBtu/Gas Day (the “Maximum Daily Quantity” or “MDQ”). Transportation Quantities plus Transporter’s Use cannot exceed the MDQ.

2.3 Notwithstanding the foregoing to the contrary, if either Party interrupts, suspends or curtails the receipt, transportation or delivery of Gas hereunder pursuant to the laws, rules, regulations or orders of any Governmental Authority, or due to conditions of Force Majeure or upon the request of any court, agency, governmental official or CRE, then the interrupting Party will incur no liability of any kind or character to the other Party as a result of or with respect to such interruption, suspension or curtailment.

2.4 The Maximum Daily Quantity is as set forth in this Agreement. If Gas is received at any Receipt Point or redelivered at any Delivery Point in a commingled stream, Transporter will have the sole right to allocate that portion of the commingled stream for Shipper's account attributable to the Firm Transportation Service provided under this Agreement.

2.5 If Shipper has quantities of Gas available on any Gas Day for delivery to Transporter in excess of the MDQ ("Excess Gas"), Shipper may tender such Excess Gas for delivery to Transporter, and Transporter may, in its sole discretion in each such instance, accept or refuse delivery of all or any part of such Excess Gas. Any Excess Gas so accepted by Transporter will be subject to all of the terms and provisions hereof.

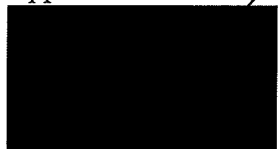
ARTICLE III **Fees and Reimbursement**

3.1 Shipper agrees to pay Transporter the transportation fee(s) as specified in Exhibit "B" for the Firm Transportation Services to be rendered under this Agreement. 


3.2 An additional Use Charge equal to the then-current regulated usage fee (Cargo por Uso), as published in the Daily Official Gazette (Diario Oficial de la Federacion), will be charged for quantities actually transported by Transporter for Shipper's account at the Delivery Point for the applicable Month.

3.3 In addition to the charges set forth in Sections 3.1 and 3.2 above, Shipper will pay to Transporter any conditioning fee charged by Transporter pursuant to the provisions of Section 11.2; *provided that* Transporter will not be obliged to provide a conditioning service under this Agreement.

3.4 In addition to the charges set forth in Sections 3.1, 3.2, and 3.3 above, if Shipper incurs an Unauthorized Overrun, Shipper will pay to Transporter the Unauthorized Overrun Rate, as specified in Exhibit "B," on Unauthorized Overrun Quantities. Transporter may waive, in whole or in part in each instance, the charges for Unauthorized Overrun Quantities.

3.5 In addition to the charges set forth in Sections 3.1 through 3.4 above, Shipper will 

be responsible for the "Compliance Costs" allocable to Shipper's Gas. "Compliance Costs" means any reasonable and documented cost or expense incurred by Transporter that (a) results from any (1) tax, assessment, or emission credit, allowance, or offset expense, (2) requirement to add, delete or modify facilities or operations to comply with a law, rule, regulation or order (or interpretation thereof), (3) requirement to prevent, reduce, control, or monitor emissions, exposures, or discharges into the environment in a way that is different and more costly than the way Transporter is required to undertake such activities on the Effective Date, or (4) other cost or expense based upon or related to gas quality or emissions in excess of the costs and expenses associated with Transporter's compliance with obligations regarding gas quality or emissions as of the Effective Date, that, in turn, (b) results from a change in any applicable law, rule, regulation or order of any Governmental Authority, including the Mexican Gas Quality Standard NOM-001-SECRE-2010 (*Norma Oficial Mexicana NOM-001-SECRE-2010, Especificaciones del gas natural*), as it may be amended or substituted, imposed on Transporter by a Governmental Authority in connection with or related to the Gas transported hereunder that (1) occurs after the Effective Date, and (2) is not attributable to Transporter's failure to comply with applicable laws.

3.6 The rates and other fees, charges and reimbursements provided for in this Agreement are exclusive of VAT. All payments under this Agreement shall bear applicable VAT.

ARTICLE IV **Receipt and Delivery Points**

4.1 The Receipt Point(s) for all Gas delivered by Shipper to Transporter for Firm Transportation Service under this Agreement will be at the point(s) designated in Exhibit "C".

4.2 The Delivery Point(s) for all Gas delivered by Transporter to Shipper under this Agreement will be at the point(s) designated in Exhibit "C".

ARTICLE V **Term**

5.1 This Agreement will be effective as of the Effective Date with its term commencing on [REDACTED]

5.2 If Shipper breaches its obligations under either (i) the Texas FTA or (ii) the Interconnect Agreement and the breach continues for thirty (30) Days, Transporter will, in addition to its other remedies, have the right to suspend services under this Agreement without prior notice, and/or to terminate this Agreement immediately upon written notice to Shipper without prejudice to any and all claims for damages or other rights or remedies available under this Agreement or pursuant to law, and without liability of any kind or character to Shipper.

5.3 Termination of this Agreement will not discharge any of the Parties' obligations incurred before the effective date of termination, including payment for services rendered.


ARTICLE VI

Allocation Statements

During the periods Transporter receives Gas for Shipper and other third-parties at any third party-allocated Receipt Point under the terms of this Agreement at which no operational balancing agreement is in effect, Shipper will furnish or cause to be furnished to Transporter prior to Gas flow during the relevant Month, a pre-determined allocation method setting forth (on a daily basis) the allocation of the total quantity of Gas to be received by Transporter at each Receipt Point during such Month. Shipper will be bound by, and Transporter will be entitled to rely conclusively on, such pre-determined allocation method. For third party-measured Receipt Points, Shipper will furnish or cause to be furnished a full tabulation of actual measured volumes of Gas received by the fifth (5th) Day of the Month following the Month of receipt.

ARTICLE VII
Balancing

7.1 Transporter and Shipper will use reasonable efforts to balance on a daily basis the quantity of Gas delivered by Shipper at the Receipt Point(s) with quantities redelivered to Shipper at the Delivery Point(s). Nevertheless, it is recognized by the Parties that, because of dispatching and other operational variations of Transporter or Shipper, it may be physically impossible or operationally impractical for Transporter to deliver to Shipper precisely the Equivalent Quantity on any given Day.

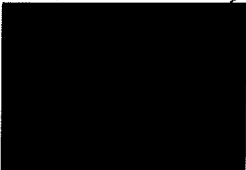


(A)

(B)

7.2 Shipper and Transporter agree that any necessary changes in rates of flow at the Delivery Point(s) will be solely a function of Shipper's daily demand and operating conditions.

7.3 For the purpose of this Article VII only, the term "Gas Daily Index" will be defined as the price per MMBtu, calculated on a dry basis, equal to the "Midpoint" as reported in the "Daily Price Survey" of Platts' GAS DAILY® (as published by The McGraw-Hill Companies) for "East-Houston-Katy, Houston Ship Channel". The term "Gas Daily Transaction Date" means that transaction date identified in Platts' GAS DAILY® (as published by The McGraw-Hill Companies) under the heading *Daily Price Survey* in relation to a corresponding flow date(s). Should GAS DAILY® and/or any of the subject indices cease to be published, the




Parties will attempt, in good faith, to reach agreement as to an alternative index, indices or other methodology. Should the Parties be unable to reach such agreement within thirty (30) Days after such cessation of publication, Transporter may substitute for same an index or indices, or other methodology, reasonably calculated to achieve a similar economic result as that contemplated by the Parties under this Article VII. In the event Transporter discontinues its subscription to Platts' "Gas Daily" pricing publication referenced above, the Parties agree to substitute comparable gas pricing indices for purposes of this Agreement.

ARTICLE VIII
Nominations and Dispatching

All nominations for Firm Transportation Service will be submitted by Shipper at least Monthly, but as frequently as daily if desired, through Transporter's DART system, through written nomination forms, or through such other electronic or written means as Transporter will specify, in accordance with Transporter's standard nomination procedures, as amended from time to time. Shipper will be bound by and Transporter may rely conclusively on Shipper's nominated quantities as confirmed by Transporter. Any variance from the nominated quantities must be submitted in writing or through such electronic means as Shipper and Transporter agree. Transporter will not be obligated to accept and/or confirm nominations for any Gas Day for receipt or delivery of Gas at any point for which nominations in the aggregate are less than the minimum or greater than any maximum quantities set forth in this Agreement. Transporter reserves the right to amend its nomination procedures from time to time.

ARTICLE IX
Hourly Limits



However, if Shipper's load pattern temporarily requires receipts at any Receipt Point or deliveries at any Delivery Point in excess of such restriction, Transporter will, on request of Shipper, use reasonable efforts to accommodate such load pattern, and will consult with Shipper in an effort to generally accommodate load variation to the extent feasible and compatible (in Transporter's sole judgment) with the needs of shippers as a group. If Shipper fails to restrict its hourly takes as specified herein after request by Transporter, Transporter may install and operate a load limiting device at any Receipt or Delivery Point where such failure has occurred, and Shipper will fully cooperate in such installation. Shipper will reimburse Transporter for the cost of the load limiting device, including the cost of installation, within thirty (30) Days of its receipt of the bill.

ARTICLE X
Method of Measurement and Measurement Equipment

10.1 Assumed Atmospheric Pressure - The average atmospheric pressure will be assumed to be fourteen and seven-tenths pounds per square inch absolute (14.7 PSIA). Where site conditions vary from this, at Transporter's option, the actual atmospheric pressure will be determined within one tenth (0.1) pound and used based on actual elevation or location of the Receipt or Delivery Point(s).

10.2 Unit of Volume - The unit of volume for measurement of Gas for all purposes will be one (1) Cubic Foot of Gas at Standard Temperature and Standard Pressure. All measurement equipment, constants, observations, records and procedures involved in the determination and/or verification of the quantity and other quality of Gas delivered under this Agreement will be in accordance with the Mexican Federal Law for Metrology and Standardization (*Ley Federal de Metrología y Normalización*), the Natural Gas Transportation Standard (*Norma Oficial Mexicana NOM-007-SECRE-2010, Transporte de gas natural*) and, on a supplementary basis, in accordance with the standards listed below. In the case of a discrepancy between Mexican Federal Law for Metrology and Standardization (*Ley Federal de Metrología y Normalización*), the Natural Gas Transportation Standard (*Norma Oficial Mexicana NOM-007-SECRE-2010, Transporte de gas natural*) and standards listed below, the Mexican Federal Law for Metrology and Standardization (*Ley Federal de Metrología y Normalización*), the Natural Gas Transportation Standard (*Norma Oficial Mexicana NOM-007-SECRE-2010, Transporte de gas natural*) will prevail. Neither Transporter nor Shipper will be required to replace or make any alterations to its previously installed measurement equipment as a result of amendments, revisions or modifications of the standards cited in this Section 10.2 unless Transporter and Shipper agree to such replacement or alteration.

- (a) A.G.A. Report No. 3, Part 2, "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids, Specifications and Installation Requirements", Fourth Edition, revised in April 2000 (Orifice Meter Tubes and Plates)
- (b) A.G.A. Report No. 3, Part 3, "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids, Natural Gas Applications", Third Edition, revised in August 1992, (Orifice Meter Volume Calculations)
- (c) A.G.A. Report No. 7, "Measurement of Natural Gas by Turbine Meters", Second Revision, revised in February 2006. (Turbine Meter Tubes and Volume Calculations for all linear type meters [Turbine, Ultrasonic, Rotary, Diaphragm])
- (d) A.G.A. Report No. 8, "Compressibility Factors of Natural Gas and Other Related Hydrocarbon Gases", Second Edition, revised in August 1994 (compressibility in all volume calculations, included by reference in AGA Report Nos. 3, 7, 9)
- (e) A.G.A. Report No. 9, "Measurement of Gas by Multipath Ultrasonic Meters", Second Edition, revised in April 2007 (Ultrasonic Meters and Tubes)
- (f) A.G.A. Report No. 11, "Measurement of Natural Gas by Coriolis Meter", First Edition, 2003 (Coriolis Meters)

- (g) GPA Standard 2145-03 Revision 2, "Table of Physical Constants for Hydrocarbons and Other Compounds of Interest to the Natural Gas Industry", revised in 2009 (constants for calculation of Heating Value and specific gravity, all meters)
- (h) GPA Standard 2166-05, "Obtaining Natural Gas Samples for Analysis by Gas Chromatography", revised in 2005
- (i) GPA Standard 2172-96, "Calculation of Gross Heating Value, Relative Density and Compressibility Factor for Natural Gas Mixtures from Compositional Analysis", revised in 2009 (Calculation of Heating Value and Relative Density [Specific Gravity] for all meters)
- (j) GPA Standard 2261-00, "Analysis for Natural Gas and Similar Gaseous Mixtures by Gas Chromatography", revised in 2005
- (k) API 14.1, "Collecting and Handling of Natural Gas Samples for Custody Transfer", Sixth Edition, revised in February 2006
- (l) API 21.1, "Flow Measurement Using Electronic Metering Systems Section 1: Electronic Gas Measurement", September 1993 (all EFM systems)

10.3 Basis - The measurement of Gas will be corrected for deviation from Boyle's Law at the pressures and temperatures under which Gas is measured under this Agreement by use of the AGA Report No. 8 as referenced in the AGA Reports Nos. 3 and 9.

10.4 Determination of Gas Quality (Gas composition, Heating Value and specific gravity) - The Gas quality (including Gas composition, Heating Value and specific gravity) flowing through the meter(s) will be determined at the metering point(s) or at a mutually agreeable point where the flowing Gas is from the same source and there is no significant difference in the Gas quality.

- (a) At the option of the measuring Party, the Gas quality may be determined by an online chromatograph, a portable chromatograph, a continuous Gas sampler or by taking spot Gas samples. If samples are taken, the samples will be analyzed on a chromatograph operated by the measuring Party or an independent laboratory.
- (b) Values for hydrocarbon components, carbon dioxide, nitrogen, Heating Value and specific gravity will all be determined from the same Gas analysis (or the average of values from Gas analysis over the same time period) and used for volume and energy computation starting at the same time. Other components (including water vapor, hydrogen sulfide, total sulfur, mercaptans, oxygen, and hydrogen) may be determined from separate samples or tests and at times deemed appropriate.
- (c) If the water vapor content of the Gas is less than seven (7) pounds of water vapor per million (1,000,000) Cubic Feet of Gas, the Gas will be assumed to be dry for calculation of Heating Value.

- (d) The most recent Gas quality values available will be considered to be the Gas quality of the Gas flowing at the metering point and will be used for volume and energy computation from the time the results are available until new Gas quality values are available.
- (e) If Electronic Flow Measurement is used, then:
 - (i) If an online chromatograph at the metering point is used, new Gas quality values will be used when they are available.
 - (ii) If the online chromatograph is located at a point other than the metering point and a data communication system is installed, the EFM will be updated with the most recent Gas quality values as often as practical but at least once per Day.
 - (iii) If a data communication system is not installed and the EFM system is updated manually, the average Gas quality values from the online chromatograph will be computed at least once per Month and entered into the EFM. The average Gas quality values will be computed for the time period since the previous averages were computed but not for a period of more than one Month.
 - (iv) If a portable chromatograph, a continuous sample, or a spot sample is used, the new Gas quality values will be entered into the EFM when the results are available.
- (f) Heating Value will be determined to the nearest one tenth (0.1) Btu. Specific gravity will be determined to the nearest one ten thousandth (0.0001). Each component of the Gas composition will be determined to the nearest one ten thousandth (0.0001) mole percent. If an EFM system is used, higher precision may be used for calculations.

10.5 Determination of Flowing Temperature - The temperature of the Gas flowing through the meter or meters will be determined by the continuous use of a recording thermometer or temperature transmitters installed so that they will properly record the temperature of the Gas flowing through the meter or meters.

10.6 Determination of Specific Gravity - The specific gravity of the Gas flowing through the meter or meters may be determined by the use of a chromatograph or by analysis of Gas collected in spot and continuous samplers. Specific gravity will be updated whenever the Heating Value of the Gas is updated. All specific gravity determinations made with a chromatograph will use physical Gas constants for Gas compounds as outlined in the GPA Std 2145-00 Rev 1 Table of Physical Constants of Paraffin Hydrocarbons and other Components of Natural Gas with any subsequent amendments or revisions to such report to which the Parties agree. Specific gravity will be determined to the nearest ten thousandth (0.0001).

10.7 Equipment - All facilities necessary to measure the Gas at the Receipt Point(s) and Delivery Point(s) will have been installed in accordance with the Interconnect Agreement and will be in operation as of the Services Commencement Date. Any necessary metering facilities which are installed subsequent to the Services Commencement Date will be installed,

paid for, owned, operated and maintained as mutually agreeable between Shipper and Transporter.

The operator of the measuring facilities at the respective Receipt Point(s) and Delivery Point(s) will operate and maintain, at its expense, the measuring equipment at the Receipt Point(s) and Delivery Point(s) under this Agreement.

If measurement and appurtenant facilities exist at the Receipt and Delivery Point(s), and such facilities are deemed adequate and operable in Transporter's sole determination, then such facilities will be used; however, if any modification or expansion of any such existing facility is deemed necessary in Transporter's sole determination, Transporter will notify Shipper. If Shipper notifies Transporter that Shipper desires to utilize that point in the future, then such modification or expansion will be performed at Shipper's sole expense and Shipper agrees to reimburse Transporter for all costs incurred in such modification or expansion, including labor, material and overhead. Title to such equipment will be and remain in Transporter.

Any new measurement and appurtenant facilities required at the Receipt and Delivery Point(s) will be installed, owned, operated and maintained by Transporter at Transporter's option. Title to such facilities will be and remain in Transporter. Shipper will reimburse Transporter for all costs incurred as a result of the installation of any such facilities, including labor, materials and overhead.

As specified by Transporter, all measuring stations it owns or operates at the Receipt Point(s) or Delivery Point(s) will be equipped with orifice, turbine, ultrasonic or other types of meter(s) of standard make and design commonly accepted in the natural gas industry in order to accurately measure the Gas delivered to Transporter or Shipper under this Agreement. At Transporter's election, an EFM, transducers and other associated sensing devices may be installed to accurately measure the Gas at the metering points it owns or operates in accordance with A.G.A. Report Nos. 3, 5, 6, 7, 8, 9, and 11, as appropriate. If an EFM and associated devices are installed, Gas quality values will be entered either manually or as real time data if such data is available. All Gas quality values used in super compressibility correction determinations will be entered as real time data if such data is available or, if the Gas quality source is a composite or spot sample, the values will be entered manually each time they are determined at intervals mutually agreed upon by the Parties, but at least once every six (6) Months. Transporter will install any additional facilities Shipper requests for the delivery of Gas to Transporter or Shipper under this Agreement and Shipper will reimburse Transporter for the cost of the facilities and their installation, including labor, materials and overhead. Title to such facilities will be and remain in Transporter.

10.8 Calibration and Tests of Meters - If used, chromatographs will be calibrated by the measuring Party against a standard Gas sample at least once per Month. All other measuring equipment will be calibrated and adjusted as necessary by the measuring Party based on the following:

- (a) Monthly if average volume is greater than or equal to 5,000 MMBtu/Gas Day;
- (b) quarterly if average volume is between 2,000 MMBtu/Gas Day and 5,000 MMBtu/Gas Day;
- (c) semiannually if average volume is between 1,000 MMBtu/Gas Day and 2,000 MMBtu/Gas Day;
- (d) annually if average volume is less than 1,000 MMBtu/Gas Day; or
- (e) as frequently as deemed necessary by the measuring Party but not more than once each Month.

The other Party may, at its option, be present for such calibration and adjustment. The measuring Party will give the other Party notice of the time of all tests sufficiently in advance of conducting same so that both Parties may conveniently have their representatives present. Following any test, any measuring equipment found to be inaccurate to any degree will be adjusted immediately to measure accurately. Each Party will have the right, at any time, to challenge the accuracy of any measuring equipment used and may request additional tests. If, upon testing, the challenged equipment is found to be in error, then it will be repaired and calibrated. The cost of any such special testing, repair and calibration will be borne by the Party requiring the special test if the percentage of inaccuracy is found to be one percent (1%) or less; otherwise, the cost will be borne by the Party operating the challenged measuring equipment.

10.9 Access to Meters, Measurement Equipment and Records - The non-measuring Party will have access at all reasonable times to the measuring equipment and all other instruments used by the measuring Party in determining the measurement and quality of the Gas delivered to Transporter or Shipper, but the reading, calibrating, and adjusting thereof will be done only by employees, agents or representatives of the measuring Party. The measurement data and records will be kept on file by the measuring Party for a period of one (1) Year for Transporter's and Shipper's mutual use. Upon request, the measuring Party will submit to the other Party measurement data and records from such equipment, subject to return by that Party within thirty (30) Days after receipt.

10.10 Correction of Metering Errors - If, upon any test, the measuring equipment in the aggregate is found to be inaccurate by more than (i) one percent (1%), or (ii) ten thousand (10,000) MMBtu for the time period, registration thereof and any payments based upon such registration will be corrected at the rate of such inaccuracy for any period of inaccuracy which is definitely known or agreed upon, but if such period is not definitely known or agreed upon, then such registration and payment will be corrected for a period extending back one-half (1/2) of the time elapsed since the date of the prior calibration (but with such corrected period not to exceed ninety [90] Days).

10.11 Failure of Meters - If, for any reason, the measuring equipment is out of service or out of repair so that the quantity of Gas delivered through such measuring equipment cannot be ascertained or computed from the readings thereof, the quantity of Gas delivered during the period such equipment is out of service or out of repair will be estimated upon the basis of the best available data, using the first of the following methods which is feasible:

- (a) By using the registration of any duplicate measuring equipment installed by the measuring Party, if installed and registering correctly;
- (b) By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation;
- (c) By using the registration of any check measuring equipment of the other Party, if installed and registering accurately; or
- (d) By estimating the quantity of deliveries by using the volumes delivered to Transporter or Shipper, as applicable, under similar conditions during preceding periods when the measuring equipment was registering accurately.

10.12 Check Measuring Equipment - Each Party may install, maintain and operate at its own expense such check measuring equipment as desired; *provided, however,* that such equipment will be installed so as not to interfere with the operation of any other measuring equipment. Each Party will have access to the check meter(s) installed by the other Party at all reasonable times, but the reading, calibration and adjusting thereof will be done only by the employees or agents of the operating Party.

10.13 New Measurement Techniques - If, at any time during the term of this Agreement, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in Gas measurement, such new method or technique may be substituted for the method set forth in this Article X. when the Parties agree that employing such new method or technique is advisable.

ARTICLE XI Quality

11.1 Specifications at Receipt and Delivery Point(s) - The Gas received by either Party under the terms of this Agreement will conform to the specifications stated under the Mexican Gas Quality Standard NOM-001-SECRE-2010 (*Norma Oficial Mexicana NOM-001-SECRE-2010, Especificaciones del gas natural*), as the same may be amended or substituted.

11.2 Failure to Meet Quality Specifications - If either Party determines the Gas delivered to it fails to meet the quality specifications prescribed above ("Non-conforming Gas"), such Party will have the right without notice to immediately terminate the receipt of any Non-conforming Gas, but will as soon as practical, but in any event, within two (2) Days following the Day the Non-conforming Gas was rejected, notify in writing the other Party of such rejection, the basis of the rejection, and a description of the damages that may be caused to such Party.

Notwithstanding the foregoing, Transporter may, in its sole discretion, continue to accept Non-conforming Gas and charge to Shipper a conditioning fee relevant to such Non-conforming Gas. The amount of such conditioning fee will be determined by Transporter utilizing a commercially reasonable methodology. Transporter will notify Shipper within thirty (30) Days of its assessment of such a conditioning fee hereunder.

11.3 Damages; Waiver - Transporter will be liable for any actual and direct damages sustained by Shipper caused by Non-conforming Gas; except to the extent Shipper has knowingly accepted Non-conforming Gas; *provided that* it will be understood that Shipper has knowingly not accepted Non-conforming Gas if Shipper rejects the Non-conforming Gas, and provides written notice to Transporter in accordance with Section 11.2. If the Gas delivered by Transporter is not rejected by Shipper according to Section 11.2, then Shipper will (a) waive any claim against Transporter, and (b) waive the application of any penalty for delivering Non-conforming Gas, including any deduction from or adjustment to the price of natural Gas regulated by CRE under Resolution number RES/351/2010, or any other provision or regulation approved by any Governmental Authority.

ARTICLE XII

Taxes and Fee Reimbursement

Shipper will be responsible for Taxes and certain other fees as follows:

- (a) Tax Reimbursement - Shipper will reimburse Transporter for all Taxes which are levied upon and/or paid by Transporter with respect to the Firm Transportation Service performed under the terms of this Agreement or in respect to Shipper's Gas while the Gas is in the possession of Transporter.
- (b) Reimbursement of Fees - Shipper will reimburse Transporter for any and all filing fees in connection with providing Firm Transportation Service to Shipper under this Agreement that Transporter is required to pay by any Governmental Authority having or asserting jurisdiction.

ARTICLE XIII

Title, Possession & Responsibility

13.1 Title. Shipper represents and warrants to Transporter that Shipper has full and unqualified authority to deliver Gas to Transporter, and that Gas is free from any and all liens, charges, claims and encumbrances. Shipper will indemnify, defend, and save Transporter harmless from and against any and all regulatory proceedings, suits, actions, claims, demands, damages, costs, losses, penalties and expenses (including reasonable attorneys' fees) arising from or out of any adverse claims to or against the Gas. Title to Shipper's Gas in Transporter's pipeline system will remain with Shipper or its designee at all times, except that title to those volumes of Gas tendered to Transporter as Transporter's Use, will pass to Transporter at the Receipt Point(s).

13.2 Possession and Responsibility. Shipper or its designee will be deemed in possession of and responsible for the Gas before Transporter receives it at the Receipt Point(s)

and after Transporter redelivers the Gas to Shipper or its designee at the Delivery Point(s). Transporter will have no responsibility with respect to the Gas before receipt from Shipper at the Receipt Point(s) or after delivery to Shipper at the Delivery Point(s). Transporter will be deemed in possession of and responsible for the Gas after receipt of the Gas at the Receipt Point(s) until the Gas is redelivered to Shipper at the Delivery Point(s). EACH PARTY AGREES TO RELEASE, DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE OTHER, ITS AFFILIATES, AND THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, PARENTS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, "INDEMNITEES"), FROM EVERY KIND OR CHARACTER OF DAMAGES, LOSSES, LIABILITIES, EXPENSES, DEMANDS, CLAIMS, OR SUITS FOR DEATH OR INJURY TO PERSONS OR PROPERTY, INCLUDING ANY AND ALL COSTS AND FEES (ATTORNEYS, COURT, EXPERTS OR OTHERWISE) ARISING OUT OF ANY INVESTIGATION, LITIGATION OR SETTLEMENT OF ANY CLAIMS (COLLECTIVELY, "LOSSES"), ARISING FROM OR OCCURRING WHILE THE INDEMNIFYING PARTY IS DEEMED TO BE IN THE EXCLUSIVE CONTROL AND POSSESSION OF THE GAS, UNDER ANY LEGAL THEORY WHATSOEVER AND REGARDLESS OF WHETHER SUCH LOSSES MAY HAVE BEEN CAUSED IN PART BY ANY NEGLIGENT ACT OR OMISSION, EITHER ACTIVE OR PASSIVE, OF ANY INDEMNITEES OR ANY THIRD PARTY, WHETHER SUCH ACT OR OMISSION CONSTITUTES SOLE, PARTIAL, OR CONCURRENT NEGLIGENCE OR IS THE SOLE PROXIMATE OR PRODUCING CAUSE OF THE LOSSES. NEITHER TRANSPORTER NOR SHIPPER WILL BE LIABLE FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER PARTY.

ARTICLE XIV
Force Majeure

14.1 If Force Majeure renders either Party unable (either in whole or in part) to carry out its obligations under this Agreement, other than its obligations to make payments due, then the obligations of the Party claiming Force Majeure will be suspended during the duration of any inability resulting from Force Majeure. A Party's obligations will be suspended as long as the Party is impacted by the Force Majeure (which may last longer than the cause of the Force Majeure) but for no longer period.

The Party invoking Force Majeure will notify the other Party of the occurrence of such Force Majeure as soon as possible orally and as soon as practicable in writing (but at least 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.

"Force Majeure" will mean and include any act, that (a) renders Transporter or Shipper unable to provide or utilize the Firm Transportation Services, (b) is beyond the affected Party's reasonable control, (c) is not due to the affected Party's fault or negligence, and (d) is unforeseeable or even when foreseeable, could not have been avoided by the exercise of reasonable due diligence, including the expenditure of reasonable sums of money as determined by prudent pipeline operator standards in light of the scope of service being provided.

14.2 In addition to those events listed under Section 27.1 of the GTCs, Force Majeure, as employed herein, will include any and all of the following:

- (a) acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, terrorism, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, freezes, lightning, earthquakes, fires, storms, hurricanes, floods, high water, washouts or other natural disasters, threat of physical harm or damage resulting in the evacuation or shut down of facilities necessary for the production, delivery, receipt, storage (including injection into and withdrawal from storage), or use of the Gas, arrests and restraints of governments and people, civil disturbances, or explosions;
- (b) breakage or accident to machinery, lines of pipe, or facilities in which the Gas is transported, processed, stored (including injection into and withdrawal from storage), treated or used;
- (c) the necessity of testing, or the necessity of repairs or alterations to wells, machinery, facilities (including treating, processing, gathering, transportation, gasification, storage (including injection into and withdrawal from storage), and Gas manufacturing facilities) or lines of pipe through which the Gas is moved;
- (d) partial or entire failure of wells, lines of pipe, or other facilities (including treating, processing, gathering, transportation, gasification, storage [including injection into and withdrawal from storage] and Gas manufacturing facilities) in which the Gas is used;
- (e) orders of any court or Governmental Authority or agency having or asserting jurisdiction or the refusal or withdrawal of any necessary order, certificate or permit by any court or Governmental Authority or agency having or asserting jurisdiction;
- (f) any acts or omissions (including failure to take, transport, store or deliver Gas) of a transporter of Gas to or for Transporter or Shipper;
- (g) in those instances where either Party is required to obtain servitudes, rights-of-way grants, permits, certificates, tariffs, or licenses to enable such Party to fulfill its obligations under this Agreement, the inability of such Party to acquire or the delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitudes, rights-of-way grants, permits, certificates, tariffs, or licenses;
- (h) in those instances where either Party is required to furnish materials and supplies, or hire vendors or suppliers, for the purpose of constructing or maintaining facilities or is required to secure permits or permissions from any governmental agency to enable such Party to fulfill its obligations under this Agreement, the inability of such Party to acquire or the delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such

materials and supplies, permits and permissions (including delays caused by third party vendors and suppliers);

- (i) force majeure declared under the Texas FTA; and
- (j) any other causes, whether of the kind enumerated above or otherwise, not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to prevent or overcome at reasonable cost and after the exercise of reasonable diligence.

14.3 As used herein, the terms “reasonable control,” “reasonable diligence” and “reasonable cost” will not require a Party to use extraordinary efforts or incur extraordinary costs to avoid or remedy the Force Majeure event or its effects.

14.4 Neither Party will be entitled to the benefit of Force Majeure to the extent performance is affected by any or all of the following circumstances, except when the enumerated circumstances themselves are caused by the event of Force Majeure:

- (a) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch (which will not require the use of extraordinary efforts or payment of extraordinary costs);
- (b) economic hardship, including Transporter’s ability to sell Firm Transportation Service at a higher or more advantageous fee than the fee provided in this Agreement, and Shipper’s ability to buy Firm Transportation Service at a lower or more advantageous fee than the fee provided in this Agreement;
- (c) changes in market conditions;
- (d) the loss of Shipper’s market(s) or Shipper’s inability to use or resell Gas transported under this Agreement; or
- (e) the loss or failure of Shipper’s Gas supply or depletion of reserves.

14.5 It is understood and agreed that the settlement of strikes or lockouts will be entirely within the discretion of the Party having the difficulty and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demands of the opposing person when such course is inadvisable in the discretion of the Party having the difficulty.

14.6 Notwithstanding the foregoing, it is specifically understood and agreed by the Parties that Force Majeure will in no way terminate the Parties’ obligations to balance volumes of Gas under this Agreement.

ARTICLE XV
Billing, Accounting and Reporting

15.1 Transporter will render to Shipper, [REDACTED] an invoice setting forth, (i) with respect to all Gas received by Transporter during the preceding Month at the Receipt Point(s), the total quantity and the Heating Value of the Gas, (ii) with respect to all Gas redelivered to Shipper during the preceding Month at the Delivery Point(s), the total quantity and the Heating Value of the Gas, (iii) the charges due Transporter under this Agreement, including all exhibits hereto and, if applicable, (iv) all daily imbalances and detailing the cash-out thereof. Transporter may initially bill on its best reasonably available estimates if all actual information is not available at the time the invoice is to be sent. Shipper agrees to make payment to Transporter by wire transfer or other electronic means, for all charges incurred during the preceding Month [REDACTED]

15.2 If Shipper fails to pay any amount due Transporter when it is due, the unpaid balance will bear interest from the due date until the date paid at a variable rate ("Variable Rate") equal to [REDACTED]

[REDACTED] If Shipper's failure to pay continues for thirty (30) Days, Transporter will, in addition to its other remedies, have the right to suspend services under and/or to terminate this Agreement without prior notice, without prejudice to any and all claims for damages or other rights or remedies available under this Agreement or pursuant to law, and without liability of any kind or character to Shipper.

15.3 If Transporter discovers an error in the amount billed in any invoice rendered by Transporter, the error will be adjusted within thirty (30) Days of the discovery of the error. If a dispute arises as to the amount payable in any invoice rendered, Shipper will nevertheless pay the total amount payable to Transporter under the invoice rendered pending resolution of the dispute. Shipper's payment will not be deemed to be a waiver by Shipper of the right to recoup any overpayment. Transporter will repay any overpayment together with interest calculated under the method set forth in Section 15.2 above.

15.5 All invoices and billings will be conclusively presumed final and accurate unless objected to in writing. [REDACTED]

15.6 All invoices and payments shall be made in US Dollars.

ARTICLE XVI
Creditworthiness

16.1 Prior to commencement of service and throughout the term of this Agreement, upon request by Transporter, Shipper will provide Transporter with its, its parent entity's, or its guarantor's, as applicable, annual audited financial statements and quarterly unaudited financial statements prepared in accordance with generally accepted accounting principles ("GAAP"); *provided, however*, if such entity is required to make its annual audited and quarterly financial statements available to the public, then Transporter will use public sources to obtain the information.

[REDACTED]

16.3 If Shipper or its guarantor, if applicable: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it which is not dismissed within thirty (30) Days of being filed or commenced; (iii) otherwise becomes bankrupt or insolvent (however evidenced); (iv) becomes unable to pay its debts as they fall due; (v) has a receiver, provisional liquidator, conservator, custodian, trustee or other similar [REDACTED]

official appointed with respect to it or substantially all of its assets; (vi) fails to perform any material obligation to Transporter; (vii) fails to give Adequate Assurance of Performance as required under Section 16.2; or (viii) fails to pay any amount due Transporter on or before the second business Day following written notice that such payment is due, then Transporter will have the right, at its sole election, to immediately withhold and/or suspend service upon prior written notice and/or to terminate this Agreement, in addition to any and all other remedies available under this Agreement.

ARTICLE XVII
Compliance Reports

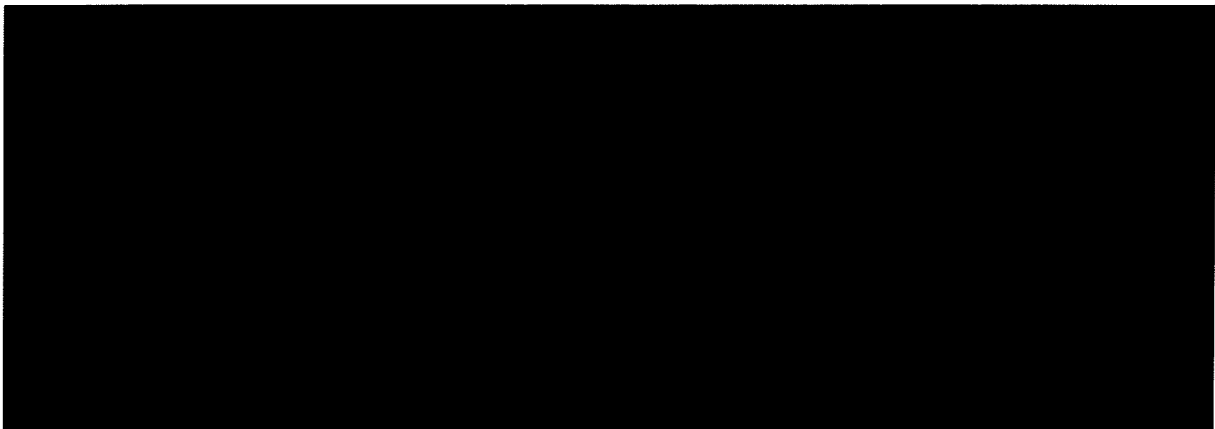
Transporter will file all necessary reports and/or notices required by any Governmental Authority, and Shipper will provide Transporter with any necessary compliance information required by Transporter in connection with preparing such reports.


ARTICLE XVIII
Odorization

Shipper and Transporter acknowledge that applicable regulations do not require the odorization of Gas conducted in transportation pipelines and agree that none of the Gas delivered by Transporter or for the account of Shipper pursuant to this Agreement will be odorized. Any odorization that may be required by any applicable statute, order, rule or regulation at any location downstream of the Delivery Points will be the sole responsibility of Shipper. Shipper will indemnify and hold Transporter and its affiliates harmless from any and all claims, demands, causes of action, losses, damages or injuries (including death) that may result from the operation and maintenance of odorization facilities or equipment at, near or downstream of the Delivery Points, or the lack thereof, or that result from the failure of Shipper to properly odorize Gas delivered by Transporter hereunder.

Article XIX
Governing Law; Controlling Language

This Agreement will be interpreted, construed and governed by the laws of Mexico, excluding any conflict of law rules which would refer to the laws of another jurisdiction.





This Agreement shall be executed in English and Spanish, *provided that* the English version shall prevail in case of a discrepancy and to solve any dispute arising in connection with this Agreement and its interpretation.

**ARTICLE XX
NOTICES**

All notices, including invoices, required to be served under this Agreement must be in writing and served by (a) personal or overnight delivery service, (b) U.S. certified or registered mail, or (c) facsimile or electronic mail, and must be addressed as follows:

IF TO TRANSPORTER:

Notices & Correspondence: 1001 Louisiana Street, Suite 1000
Houston, Texas 77002
Attn: Contract Administration
Telephone: (713) 369-9099
Facsimile: (713) 369-8785
contractadministration@kindermorgan.com

Dispatching Matters: 1001 Louisiana Street, Suite 1000
Houston, Texas 77002
Attn: Gas Control Department
Telephone: (713) 369-9200
Facsimile: (713) 369-9005

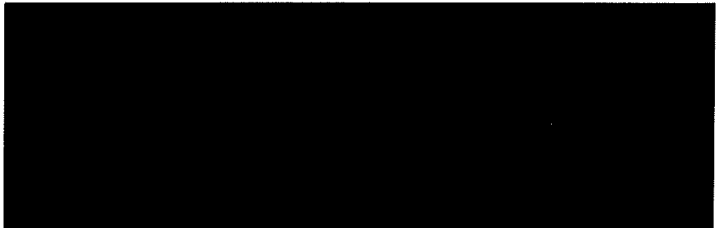
Accounting Matters: 1001 Louisiana Street, Suite 1000
Houston, Texas 77002
Attn: Gas Accounting
Facsimile: (713) 369-9385

Payment by Wire:



IF TO SHIPPER:

Notices & Correspondence:



Billing:

Payment

or at such other address as the Parties may from time to time designate to one another in writing. Notices served by personal or overnight delivery service or by U.S. certified or registered mail will be effective when received by the addressee. Notice served by facsimile or electronic mail will be effective when received if during the addressee's normal business hours, or at the beginning of the addressee's next business Day if not received during normal business hours.

ARTICLE XXI

General

21.1 This Agreement, including attached exhibits, constitutes the entire agreement between the Parties covering the subject matter of this Agreement. There are no agreements, modifications, conditions or understandings, written or oral, expressed or implied, pertaining to the subject matter of this Agreement that are not contained in this Agreement.

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

21.3 Except as expressly provided in this Agreement with respect to the GTCs, modifications of this Agreement will be or become effective only upon the due and mutual execution of appropriate supplemental agreements or amendments to this Agreement by duly authorized representatives of the Parties.

21.4 The provisions of this Agreement will not impart rights enforceable by any person, firm, or organization not a Party or not a successor or assignee of a Party.

21.5 Shipper will not be considered or deemed by interpretation of this Agreement to have any rights in, to or through Transporter's system.

21.6 If Transporter or Shipper waives its rights set forth in case of the other Party's breach of any provisions of this Agreement, such waiver will not operate as a waiver of any continuing or future default, whether of a like or different character.

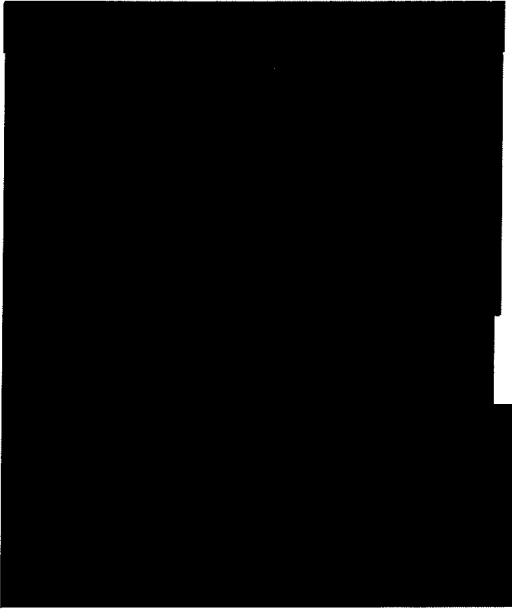
21.7 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement; *provided that* the Parties shall attempt 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.

21.8 This Agreement may not be assigned by Shipper without Transporter's prior written consent, which such consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in

duplicate original by their duly authorized officers on the date first hereinabove written.

SHIPPER:



TRANSPORTER:

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



EXHIBITS

- A - Transporter's GTCs
- B - Fees
- C - Receipt and Delivery Point(s)

[Signature page to FIRM GAS TRANSPORTATION AGREEMENT made and entered into as of [REDACTED], by and between KINDER MORGAN GAS NATURAL DE MEXICO, S. de R.L. de C.V., and [REDACTED]

EXHIBIT "A"
TO
FIRM GAS TRANSPORTATION AGREEMENT
DATED [REDACTED]
BETWEEN
KINDER MORGAN GAS NATURAL DE MEXICO, S. de R.L. de C.V.
AND
[REDACTED]

GENERAL TERMS AND CONDITIONS

See attached

EXHIBIT "B"
TO
FIRM GAS TRANSPORTATION AGREEMENT
DATED [REDACTED]
BETWEEN
KINDER MORGAN GAS NATURAL DE MEXICO, S. de R.L. de C.V.
AND
[REDACTED]

FEES

Firm Transportation Services Fee

Monthly Firm Transportation Services Fee = [REDACTED]
[REDACTED]

Unauthorized Overrun Rate = [REDACTED]

END OF EXHIBIT "B"

EXHIBIT "C"
TO
INTRASTATE FIRM GAS TRANSPORTATION AGREEMENT
DATED [REDACTED]
BETWEEN
KINDER MORGAN GAS NATURAL DE MEXICO, S. de R.L. de C.V.
AND
[REDACTED]

RECEIPT AND DELIVERY POINT(S)

Receipt Point(s):

The point at which Transporter's thirty-inch (30") pipeline connects to KMTP at or near the international border between the United States and Mexico. Measurement shall occur at KMTP's meter station located at "Bob West" – PIN #40564.

Delivery Point(s):

<u>Point Name:</u>	<u>PIN #</u>	<u>MDQ</u>
[REDACTED]	[REDACTED]	150,000 MMBtu/d

END OF EXHIBIT "C"