

"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."

[REDACTED]

FIRM GAS TRANSPORTATION AGREEMENT

This FIRM GAS TRANSPORTATION AGREEMENT (this “Agreement”) is made and entered into as of [REDACTED] (“Effective Date”), by and between KINDER MORGAN GAS NATURAL DE MÉXICO, 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 natural gas, according to the transportation permit number G/003/TRA/1996 granted by the Energy Regulatory Commission of México (the “CRE”);

WHEREAS, Shipper desires Transporter to receive and transport certain quantities of gas on Transporter’s pipeline system on a firm basis,

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

WHEREAS, [REDACTED]

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

1. **Firm Service:** The firm transportation service performed under this Agreement will be subject to Transporter’s General Terms and Conditions to Render Natural Gas Transportation Service, as amended from time to time and approved by CRE (the “GTCs”).
2. **Total MDQ:** 4,000 MMBtu/Day.
3. **Term:** This Agreement will be effective as of the Effective Date with its term commencing [REDACTED]
4. **Transportation Fee:** Shipper agrees to pay Transporter on a monthly basis the

then-current regulated transportation fee(s) for the firm transportation services, as amended and published in the *Diario Oficial de la Federacion de México*.

Subject to the negotiations between the Parties or CRE's approval, as the case may be, Shipper shall pay Transporter other charges either incremental or to be applied to all Shippers on a general basis.

5. **Receipt Point:** The point at which Transporter's thirty-inch (30") pipeline connects to Kinder Morgan Texas Pipeline LLC's ("KMTP") pipeline 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.

6. **Delivery Point:** [REDACTED]

7. **Addresses:**

Shipper's address:

Notices & Correspondence:

[REDACTED]

Transporter's address:

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:



8. **GTCs:** The GTCs regulate this Agreement and are herein incorporated. This Agreement is the only agreement between the Parties covering the subject matter of this Agreement and no waiver or declaration shall affect it, except when they are expressed in writing and signed by the Parties.
9. This Agreement may be executed in separate counterparts, and all of said counterparts taken together will be deemed to constitute but one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or email transmission will be effective as delivery of a manually executed counterpart hereof.

[Signature Page to Follow]

[REDACTED]

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.

TRANSPORTER

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

SHIPPER

[REDACTED]

[REDACTED]

[REDACTED]

Name: [REDACTED]

Name: [REDACTED]

Charge: Legal Representative

Charge: [REDACTED]

[REDACTED]

[Signature page for FIRM GAS TRANSPORTATION AGREEMENT by and between KINDER MORGAN GAS NATURAL DE MÉXICO, S. de R.L. de C.V. and [REDACTED] [REDACTED] dated as of [REDACTED]