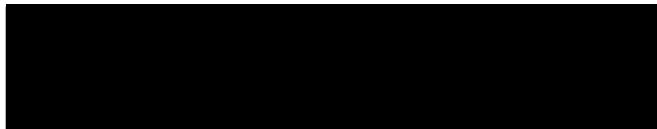


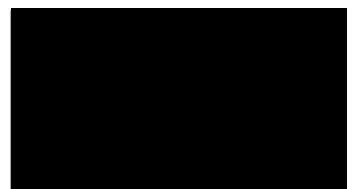
INTERCONNECTION AGREEMENT

BETWEEN



AND

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



INTERCONNECTION AGREEMENT, [REDACTED] signed by [REDACTED] and, [REDACTED] represented by [REDACTED] and, Kinder Morgan Gas Natural de México, S. de R. L. de C.V. ("Kinder Morgan"), represented by [REDACTED] to the tenor of the following Declarations and Clauses.

DECLARATIONS

I. [REDACTED] declares:

1. That it is a [REDACTED] legally established, authorized to sign this Agreement, [REDACTED]
2. That its purpose is [REDACTED]
3. That based on Article 64 of the Regulations on Natural Gas, [REDACTED] is prepared to connect the [REDACTED] System" (as this term is defined hereinafter) with the "Kinder Morgan System" (as this term is defined hereinafter) to the Interconnection Point (as this term is defined hereinafter).
4. That it has the organization, the resources, and the technical, financial, commercial and legal capacity to fulfill its obligations under this Agreement.
5. That it has prepared the corporate and other procedures necessary for the signing of this Agreement and has obtained the governmental authorizations and complied with the necessary legal requirements for the signing thereof.
6. That its representative is authorized to sign this Agreement in accordance with public deed [REDACTED]

II. Kinder Morgan declares:

1. That it is a "sociedad de responsabilidad limitada de capital variable," duly constituted in accordance with the laws of the United Mexican States, as stated in public deed No. 65075, dated as of January 23, 1996, before the Notary Public Number 92 in Mexico D.F. Lic. José Visoso del Valle, and public deed number 732 dated as of December 19, 2001, by which its corporate name was changed from Midcon Gas Natural de México, S.A. de C.V. to Kinder Morgan Gas Natural de Mexico, S. de R.L. de C.V.;
2. That its social object includes transportation of natural gas;

3. That on May, 6 2002, it presented to the Energy Regulatory Commission ("CRE") an application to modify the Transportation Permit granted as of October 14, 1996.
4. That it wishes to connect the Kinder Morgan System with the [REDACTED] System at the Interconnection Point in accordance with the terms and conditions established in this Agreement.
5. That it has the organization, the resources and the technical, financial, commercial and legal capacity to fulfill its obligations under this Agreement.
6. That its representative has the authority to sign this Agreement, as stated in public number [REDACTED]

Based in the above declarations, the Parties agree to the following:

CLAUSES

FIRST DEFINITIONS AND HEADINGS

1.1 Definitions

The terms shown in this Agreement in capital letters which are not defined elsewhere shall have the meanings established below:

"Project Completion Document" means the documents signed by [REDACTED] notifying Kinder Morgan that [REDACTED] has concluded the construction and testing of the [REDACTED] Interconnection Facilities, in accordance with Prudent Practices of the Industry and the applicable laws and standards, in the term set forth under the Schedule, including the attachments to this Agreement.

"AGA" means the *American Gas Association* of the United States of America.

"Year" means the period from January 1 to December 31 of any calendar year.

"API" means the *American Petroleum Institute* of the United States of America.

"ASME" means the *American Society of Mechanical Engineers* of the United States of America.

"ASTM" means the *American Society for Testing Materials* of the United States of America.

"Governmental Authority" means any authority of the government, either federal, state, or municipal or any department, court, commission, council, entity, agency (including the CRE) or any similar authority.

"Schedule" means the schedule of engineering and construction for the performance of the Works, attached to this Agreement as **Annex 1**.

"Contractor" means any individual or corporate entity hired by Kinder Morgan Gas Natural de Mexico, S. de R.L. de C.V., or subcontracted by such individual or entity, in order to perform or provide any part of the Works.

"Agreement" means this Interconnection Agreement and its annexes, as well as the additions or modifications that are agreed between the Parties.

"Transport Arrangements" shall mean the agreements entered into between Kinder Morgan and [REDACTED] relating to the transport and delivery of gas to [REDACTED]

"CRE" means the Energy Regulatory Commission.

"Day" means the period of 24 hours that begins at [REDACTED] hr. and ends at [REDACTED] hr., according to the official central time in Mexico.

"Working Day" means all the days of the year, except: (i) Saturdays and Sundays; January 1st; February 5th; March 18th, March 21st; Thursday and Friday of the Holly Week; May 1st; May 5th; September 16th; October 12th; November 1st and 2nd; November 20th; December 1st every six Years, when they correspond to the transfer of the Federal Executive Power; December 25th; as well as those days set forth under federal and local elections laws, to carry out the election journey.

"Emergency" means a circumstance or situation that in the opinion of [REDACTED] or Kinder Morgan might endanger the safety of the personnel, the [REDACTED] System, the System of Kinder Morgan or the [REDACTED] Interconnection Facilities, provided that the Party that declares the emergency shall justify its action before the other Party, within [REDACTED] after declaring the emergency.

"Metering Station" means the metering station located in the site described in Annex 2, to be built and commissioned by Kinder Morgan, which will be maintained and owned by such Parties as described in the definition of "Meter" herein, in accordance with the terms and conditions established in this Agreement.

"Force Majeure" means any event that (a) renders the affected Party unable to comply with its obligations according to this Interconnection Agreement, (b) is beyond the affected Party's reasonable control, (c) is not due to the affected Party's fault or negligence, and (d) could not have been avoided by the exercise of reasonable due diligence. Subject to the fulfillment of the conditions established from paragraphs (a) to (d), Force Majeure shall include, without limitation, (i) acts of God, such as storms, floods, lightning and earthquakes; (ii) delay in obtaining necessary governmental authorizations, including permits, concessions or licenses; (iii) acts of terrorism, wars, civil disturbances, blockades and insurrections, sabotages and commercial seizures against Mexico; (iv) transport disasters, either maritime, railroad, terrestrial or aerial; (v) strikes or any other labor conflict; (vi) fires; acts or omissions from the Governmental Authority that have not been voluntarily requested or promoted by the affected Party, nor caused by the failure to comply with its obligations under this Interconnection

Agreement or (vii) explosions, breakage or accidents or failure of facilities, machinery or lines of pipe; freezing of wells, gathering lines or other facilities. Force Majeure shall not include any of the following events: (a) economic hardship; and (b) changes in market conditions.

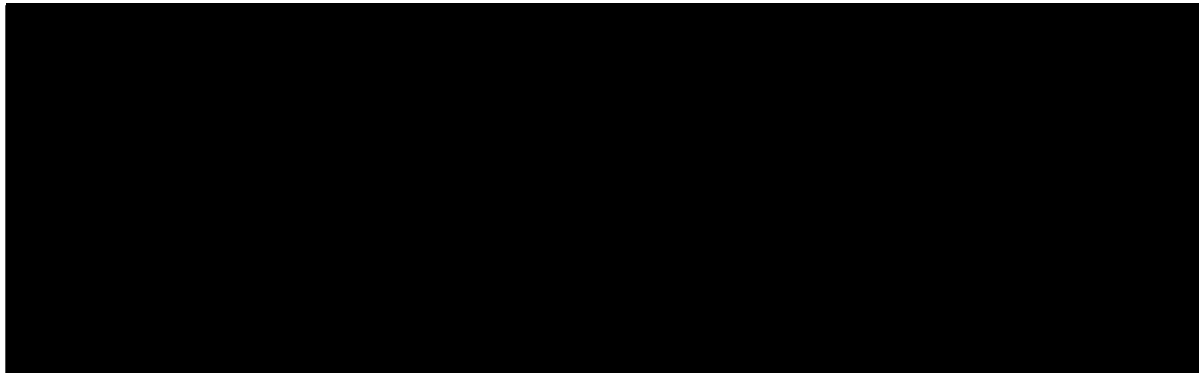
"**Natural Gas**" means the mixture of hydrocarbons consisting primarily of methane.

"**Interconnection**" means the interconnection of the [REDACTED] System with Kinder Morgan System in accordance with the terms of this Agreement.

[REDACTED] **Interconnection Facilities**" means the set of facilities owned by [REDACTED] and/or Subsidiary Entities, that connect directly with facilities that are operated and maintained by Kinder Morgan, which are more fully described and shown on **Annex 3 and Annex 5** of this Agreement.

"**Interconnection Materials**" means all or any part of the machinery, piping, facilities, parts, blocking valves, and any other material, including all the components and accessories thereof, that are necessary under this Agreement to carry out the interconnection object of this Agreement, as described in **Annex 4** of this Agreement.

"**Meters**" means, as more fully shown on **Annex 3 and Annex 5**:



"**Mexico**" means the United Mexican States.

"**Works**" means the basic and detail engineering work, the procurement of Interconnection Materials, civil works, testing, and other works and services of any nature that are necessary or appropriate to carry out the Interconnection between the [REDACTED] System and the Kinder Morgan System.

[REDACTED] "**Party**" means [REDACTED] and Kinder Morgan, individually or collectively.

[REDACTED] "**Transportation of Natural Gas Permit**" means the permit that will be modified by the CRE on behalf of Kinder Morgan Gas Natural de Mexico, S. de R.L. de C.V. to transport Natural Gas through a pipeline, including the modifications made to that permit from time to time.

"Prudent Practices of the Industry" means those practices, methods, techniques and standards, as well as the international and Mexican standards that are generally accepted in the industry for the design, engineering, construction, testing, operation, and maintenance of the facilities necessary and appropriate for the interconnection of Natural Gas transmission systems, that would be used by a person (i) that wishes to comply with good faith its contractual obligations, and (ii) using certain care, ability and the prudence reasonably expected from a capable person with experience in such activities.

"Interconnection Points" means the various points more fully shown and described on **Annex 3 and Annex 5**, which points separate ownership, responsibility of operation and maintenance, and custody transfer between the Parties.

"Flow Electronic Meter System or FEMS" means the set of equipment and instruments used to measure the Natural Gas including equipment and infrastructure, such as flow computer, transmitters and sensors, among others.

"Telecommunication System" means the necessary equipment for the correct communication from [REDACTED] FEMS to [REDACTED] SCADA System, which is described under **Annex 9** of this Agreement; however, it may be modified once it is installed. For that purpose, both parties will sign a document describing the complete equipment as it was installed.

"Kinder Morgan System" means the pipeline and all the Kinder Morgan facilities belonging to Kinder Morgan located (under normal flow conditions) upstream to the Interconnection Points and more fully shown and described on **Annex 3 and Annex 5**, including without limitation: the real state goods, rights of way, valves, instruments, regulators, meter instruments and all the equipment for the conduction of natural gas transported, operated and maintained by Kinder Morgan.

[REDACTED] **System"** means the pipeline and all the [REDACTED] facilities upstream of the Interconnection Point, including, without limitation: the [REDACTED] Interconnection Facilities, pipes, pig launching facilities, valves, instruments, regulators, meter instruments and all the equipment for the conduction of natural gas owned, operated and maintained by [REDACTED], all as more fully shown and described on **Annex 3 and Annex 5**.

[REDACTED] **SCADA System"** (*Supervisory Control and Data Acquisition*) means all those facilities that are part of the automated control of natural gas systems, control and field facilities.

1.2 Headings and References.

The headings utilized in this Agreement are used only for convenience and shall not be considered for the interpretation thereof. Unless indicated otherwise, the references in this Agreement to Clauses or Annexes are Clauses and Annexes of this Agreement. All the Annexes to this Agreement are an integral part thereof.

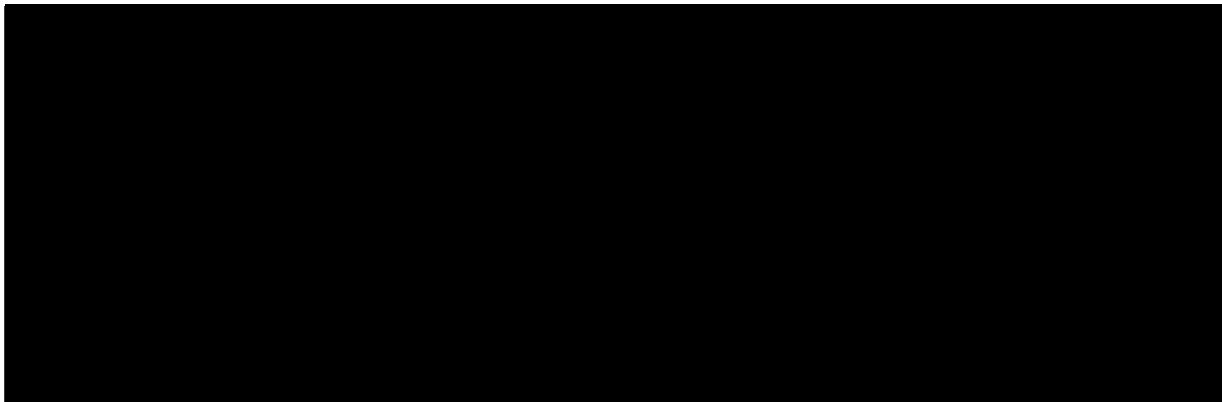
SECOND OBJECT OF THE AGREEMENT

According to Article 64 of the Natural Gas Regulations, the object of this Agreement is to perform, operate and maintain the Interconnection, including, without limitation: (i) the design, construction and testing of the Interconnection Facilities according to the Schedule, and in accordance with the terms and conditions of this Agreement; and (ii) to operate and maintain the Interconnection Facilities during the term of this Agreement.

As well, it is an object of this Agreement to carry out the necessary acts to allow the Natural Gas measurement.

THIRD TERM OF THE AGREEMENT

The term of this Agreement shall be from the date of signing of this Agreement until the expiration of the term of the Transport Arrangements, or any extension thereof, unless either of Kinder Morgan or [REDACTED] exercises its rights of termination under any of the Transport Arrangements in which case this Agreement will be terminated contemporaneously therewith; however, the obligations of the parties shall be subject to the following conditions precedent and terms:



Unless one of the events established under the Fifteenth Clause of this Agreement, these will remain in full force and effect until it is terminated or the Transportation of Natural Gas Permit is revoked.

FOURTH OBLIGATIONS OF KINDER MORGAN

4.1 Basic Obligations of Kinder Morgan:

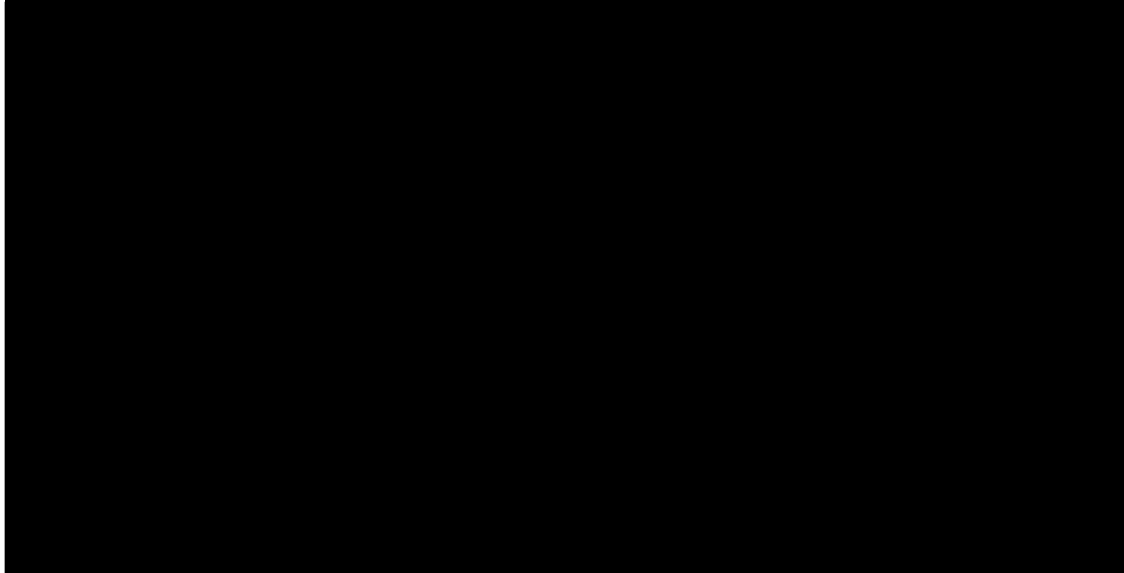
Kinder Morgan shall be responsible to:

- (a) Engineer, design, construct, operate and maintain the Kinder Morgan System, including the Meters, controls, associated valving and piping and the connection with the [REDACTED] System;
- (b) Install FEMS as required by Section 12;
- (c) [REDACTED]

(d) Allow [REDACTED] access to the Metering Station for the purpose of (i) witnessing the calibration of the Meters by Kinder Morgan, (ii) construction, inspecting, operating or maintaining the [REDACTED] Interconnection Facilities and (iii) operating and maintaining [REDACTED] meters it is operating as provided for in the definition of "Meters" above;

(e)

(f)



FIFTH

OBLIGATIONS OF [REDACTED]

5.1

Basic Obligations of [REDACTED]

[REDACTED] shall be responsible to:

- a) Design, construct and test the [REDACTED] Interconnection Facilities, except as provided in Section 12, according to Prudent Practices of the Industry, norms and applicable laws, the Schedule, and the terms and conditions of this Agreement, provided that the Project Completion Document for the [REDACTED] Interconnection Facilities will be performed on the date set forth in the Schedule;
- b) Test the [REDACTED] Interconnection Facilities according to the Prudent Practices of the Industry, norms and applicable laws, the Schedule, and the terms and conditions of this Agreement;
- c) Carry out the operation, maintenance and functioning of the [REDACTED] Interconnection Facilities;
- d) Allow Kinder Morgan and its contractors the non-restricted access to the [REDACTED] Interconnection Facilities and provide to Kinder Morgan the information that is necessary to carry out the works to connect the Kinder Morgan System with the [REDACTED] Interconnection Facilities, and to deliver to Kinder Morgan the necessary information to perform the operation and maintenance of the Kinder Morgan System, which will be in every moment owned by Kinder Morgan;

- e) Maintain the ownership, possession and if applicable the ROW of the lands where the [REDACTED] Interconnection Facilities are located; maintain free of any lien or limitation the dominion of the [REDACTED] Interconnection Facilities and to give back, when required by Kinder Morgan, no later than ten days, all the pieces that are part of the Kinder Morgan System which are located precisely in [REDACTED] right of way; and
- f) [REDACTED]

[REDACTED]

[REDACTED] Notwithstanding the above, it will be [REDACTED] responsibility that the [REDACTED] Interconnection Facilities are constructed and approved by [REDACTED] strictly according to the Schedule. [REDACTED] shall use its commercially reasonable efforts to timely complete (i) the installation and testing of the [REDACTED] Interconnection Facilities and (ii) the delivery of the Project Completion Document.

5.2 [REDACTED] Project Completion Document

Once construction is concluded and [REDACTED] concludes the testing of the [REDACTED] Interconnection Facilities, [REDACTED] shall sign and deliver to Kinder Morgan the Project Completion Document and [REDACTED] shall declare the total completion of construction of the [REDACTED] Interconnection Facilities in accordance with the Prudent Practices of the Industry, the applicable laws and norms, the Schedule, and the terms and conditions of this Agreement.

5.3 Standards and Applicable Legislation for the Performance of the works.

[REDACTED] shall perform the works in strict compliance with the standards and applicable laws that are in force when this Agreement is signed, including, without limitation, the laws and regulations related to labor, environment and safety.

SIXTH SCHEDULE

Kinder Morgan and [REDACTED] shall comply with their obligations in strict compliance with the Schedule set forth under Annex 1.

[REDACTED]

Irrespective of the above, the Parties may agree on modifications to the Schedule for the execution of the works, and to the technical specifications contained in the Annexes of this Agreement, that are necessary after signing this Agreement. For that purpose, it will be enough that such agreement is in writing and signed by the parties.

[REDACTED]

[REDACTED]

SEVENTH DESIGN CONDITIONS

7.1 [REDACTED]

EIGHTH MATERIALS

8.1 Supply of Interconnection Materials

8.2 Quality

The Interconnection Materials [REDACTED] shall be new and shall comply with the standards of AGA, API, ASTM, ASME and other norms and standards as applicable, and shall conform with their intended use; [REDACTED]

8.3 Guarantees

[REDACTED] Kinder Morgan does not grant any guarantee, expressed or implied, with regard to the Interconnection Materials supplied. Both Parties shall jointly cooperate to obtain the guarantees granted by the original manufacturer of the Interconnection Materials, even if the documents supporting such guarantees are [REDACTED] ownership.

NINTH INSPECTION OF THE MATERIALS

9.1 Inspection of the Interconnection Materials

[REDACTED]

TENTH CONSTRUCTION AND TESTING

10.1 Construction and testing of the [REDACTED] Interconnection Facilities

[REDACTED]

ELEVENTH OWNERSHIP, OPERATION AND MAINTENANCE OF THE [REDACTED] INTERCONNECTION FACILITIES

[REDACTED]

TWELFTH DATA DELIVERY TO THE [REDACTED] SCADA SYSTEM.

12.1 [REDACTED] FEMS.

[REDACTED]

12.2 Infrastructure and Equipment of the FEMS of Kinder Morgan

[REDACTED]

[REDACTED] 12.3 Telecommunications link with the [REDACTED] SCADA System.

[REDACTED]

[REDACTED]

12.4 Telecommunication Maintenance System.

[REDACTED] will commission, operate, maintain and repair the equipment comprising the Telecommunications System installed in the Metering Station.

12.5 Remote Operation of the Data Transfer to the [REDACTED] SCADA System.

[REDACTED]

12.6 Measurement Standards.

[REDACTED]

THIRTEENTH SERVICE INTERRUPTION

13.1 Interruption in Case of Emergency.

[REDACTED] and Kinder Morgan agree to reasonably cooperate in order to guarantee the safety of the [REDACTED] System and the System of Kinder Morgan, in case that an emergency affects them. Each party will be available at every hour by telephone or any other mean of communication, in the telephone numbers that will be provided to the other party in compliance to the terms of Clause

18.

[REDACTED]

[REDACTED]

FOURTEENTH FORCE MAJEURE

14.1 Liberation of Responsibility

Unless otherwise stated in this Agreement, none of the Parties shall be liable for the non-compliance for its obligations, to the extent and for the term that the impossibility to comply of the affected Party is due to Force Majeure. The Party claiming Force Majeure shall make all the reasonable efforts, including the reasonable expenses, to mitigate or remedy the consequences of the Force Majeure. However, none of the Parties will be liberated from the obligations that because of their nature were not affected by the Force Majeure.

14.2 Obligation to Notify

The Party claiming Force Majeure shall notify to the other Party (a) that a Force Majeure event has occurred, and (b) the moment in which the Force Majeure event ceases to prevent the affected Party from complying this Agreement. In both cases, the notification shall be made

However, if the Force Majeure interrupted the communications, so that it is impossible to send the notification in the periods specified, the Party claiming Force Majeure shall make such notification as soon as reasonable possible, once the communications are restored,

FIFTEENTH NON-COMPLIANCE AND REMEDIES

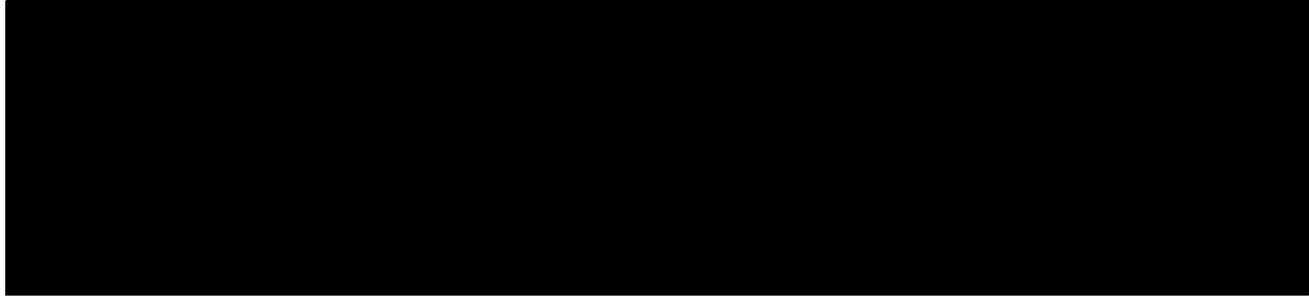
15.1 Non-compliance

If any of the parties fail to comply with any of its obligations under this Agreement, the non-failing party will notify the failing party,

SIXTEENTH INSURANCE; LIMITATION OF LIABILITY

16.1 Insurance

Each one of the Parties agrees to obtain and maintain in effect, at its own expense, general civil liability insurance to cover liability to third parties, including, without limitation, the other Parties, all types of injuries or death of persons, damage or loss (excluding loss of profits) over properties due to the fulfillment or no fulfillment of this Agreement, or any event related thereto. The insurance policy shall become effective at the construction commencement date according to the Schedule, and shall be maintained in force until the signing date of the Project Completion Document,



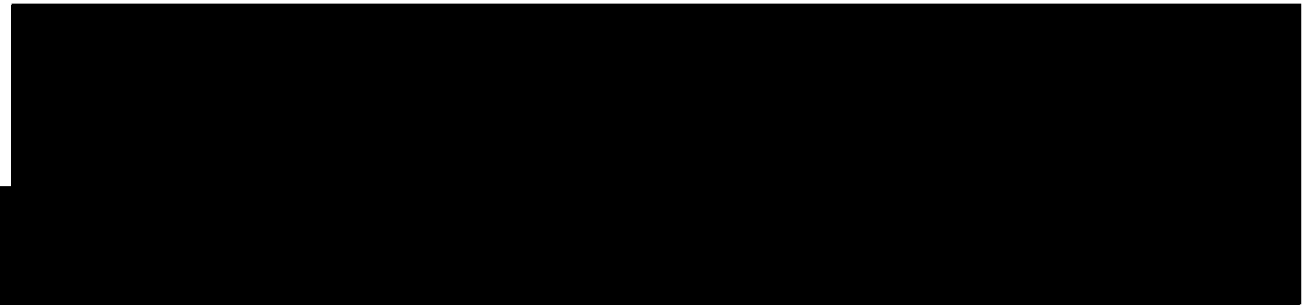
16.2 Kinder Morgan Limitation of Liability to [REDACTED]

Kinder Morgan hereby waives with respect to [REDACTED] (and [REDACTED] affiliates, contractors, subcontractors, vendors, and suppliers), any right to damages that constitute incidental, special, indirect, consequential, or punitive damages of any nature whatsoever, according to the [REDACTED] [REDACTED] including, but not limited to, damages or losses arising from claims of [REDACTED] customers, clients or contractors. The foregoing waiver shall apply whether liability is asserted, either individually or jointly, and irrespective of whether it is alleged to be contractual, tortuous, strict liability, or liability of any other kind, and whether arising before or after the completion of the Interconnection.



16.3 [REDACTED] Limitation of Liability to Kinder Morgan

[REDACTED] waives with respect to Kinder Morgan (and Kinder Morgan's affiliates, contractors, subcontractors, vendors, and suppliers), any right to damages that constitute incidental, special, indirect, consequential, or punitive damages of any nature whatsoever, according to the [REDACTED] [REDACTED] including, but not limited to, damages or losses arising from claims of Kinder Morgan's customers, clients or contractors. The foregoing waiver shall apply whether liability is asserted, either individually or jointly, and irrespective of whether it is alleged to be contractual, tortuous, strict liability, or liability of any other kind, and whether arising before or after the completion of the Interconnection.



SEVENTEENTH NOTIFICATIONS

Except as expressly indicated otherwise in this Agreement, all notifications and communications between the Parties shall be in writing with confirmation of receipt and delivered to the other Party by courier, telegram, confirmed facsimile, certified messenger, or certified mail, and shall be considered valid when received at the addresses or faxes indicated below:

[REDACTED]

[REDACTED]

Atención a:

[REDACTED]

Telephone:

Fax:

Kinder Morgan 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

Either Party may, by written notice to the others, modify the address and/or the person to whom these notifications or communications shall be delivered.

Each Party shall provide the other with a list of the names, addresses, and telephone and fax numbers of those persons authorized to represent the Party in its commercial relationship with the other under this Agreement, and in case of emergencies.

EIGHTEENTH APPLICABLE LAW AND RESOLUTION OF CONTROVERSIES

18.1

[REDACTED]

[REDACTED]

18.2

[REDACTED]

[REDACTED]

[REDACTED]

18.3 [REDACTED]

[REDACTED]

NINETEENTH GENERAL TERMS

19.1 Intellectual and Industrial Property

Each Party shall maintain title to the intellectual and industrial property rights that such Party owns. None of the conditions of this Agreement shall be interpreted as an assignment, transfer, cession or license to the other Party of these intellectual and industrial property rights.

19.2 Labor Obligations

Each Party shall be the sole employer of the persons hired during the term of this Agreement. Such personnel shall not be considered in any way whatsoever as employees of the other Party.

[REDACTED] is obligated to indemnify and save free and harmless to Kinder Morgan from any claim that is against Kinder Morgan, arising from the labor relationship between [REDACTED] and its workers. On the other hand, Kinder Morgan is obligated to indemnify and save free and harmless to [REDACTED] from any claim presented against [REDACTED], arising from the labor relationship between Kinder Morgan and its workers.

19.3 Modifications

This Agreement may not be modified except by written agreement between the Parties.

19.4 Third parties

This Agreement is signed exclusively for the benefit of the Parties. Except as otherwise indicated under this Agreement, nothing in this Agreement shall be interpreted as to create an obligation, charge, or responsibility on behalf or against any person that is not a Party.

19.5 Express Waiver

The failure or delay by either of the Parties to demand in any moment any of the conditions of this Agreement, or to require the compliance from the other Party of any obligation under this Agreement, shall not be interpreted as a waiver to comply such obligations, nor shall it affect the validity of this Agreement or of any part thereof, nor the right of the Party to require the fulfillment of each one of these conditions at a later date, except as expressly agreed upon under this Agreement.

19.6 Relationship between Parties

This Agreement should not be interpreted as creating a partnership or association between the Parties, or imposing corporate obligations or responsibilities over them. Neither of the Parties shall have the right, power or authority to sign agreements or assume obligations for, or to act in the name of, or to act as an agent or representative of, or in any other manner obligate the other Party.

19.7 Survival of the Obligations

The anticipated cancellation, expiration or termination of this Agreement shall not liberate the Parties from the obligations that, by their nature shall survive such cancellation, expiration or termination, including without limitation, guarantees, damages, indemnification promises and confidentiality.

19.8 Integration

The intention of the Parties is that this Agreement and its Annexes contain (a) the complete expression of their will and consent, and (b) completely and exclusively the terms of their agreement. Except as expressly indicated in this Agreement, the Parties shall have no additional obligations under this Agreement, regarding the implementation of the [REDACTED] Interconnection Facilities.

19.9 **Validity of the Agreement**

The nullity, inexistence or unenforceability of any of the provisions of this Agreement shall not affect the validity and enforceability of the rest of the provisions thereof.

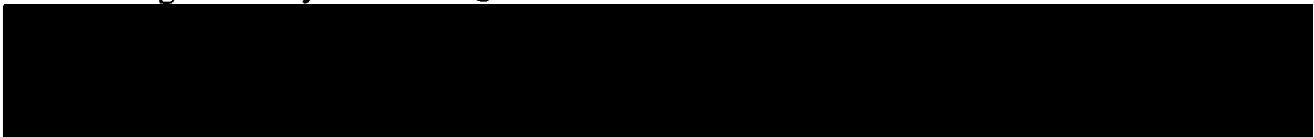
19.10 **Originals**

The Parties may sign this Agreement in various originals, each one of them shall be considered as original with respect to the Party that signed it and together shall constitute a single instrument.

19.11 **Confidentiality**

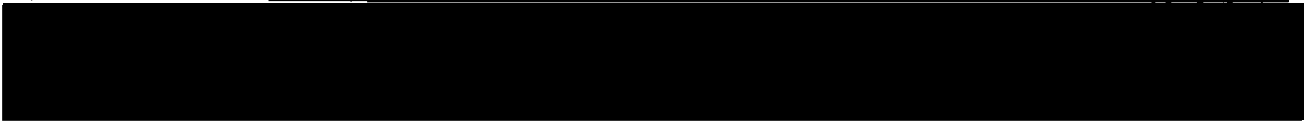
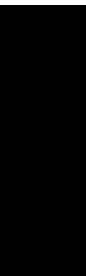
(a) Each one of the Parties shall (i) maintain the confidentiality of the agreements regarding the object of this Agreement and the documents and other information, either technical or commercial, that are of a confidential nature and which have been delivered by or in the name of the other Party, and that are related to the design, construction, operation, maintenance and handling of the [REDACTED] Interconnection Facilities, and (ii) refrain from, except as required by applicable Mexican laws and regulations, foreign laws and regulations, government authorities, lenders, shareholders, employees, counselors of Kinder Morgan, disclosing the confidential information.

(b) The provisions of the previous paragraph (a) shall not be applicable to: (i) information in the public domain which has not been made public in violation of this Agreement; (ii) information in the possession of the receiving Party, that has been obtained prior to being disclosed and without violating an obligation of confidentiality; (iii) information obtained from third parties who have the right to disclose it without violating an obligation of confidentiality; and (iv) the disclosure of the contents of this Agreement by Kinder Morgan to its existing or potential lenders and financial partners.



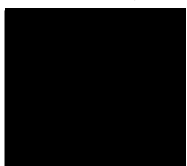
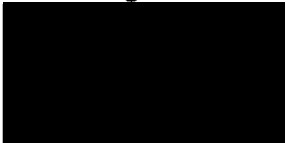
19.12 **Assignment**

No party may assign, pledge or transfer, partially or totally, its rights and obligations under this Agreement, unless otherwise agreed in writing by the Parties. However, (i) Kinder Morgan may assign or pledge its rights under this Agreement on behalf of its lenders, without previous authorization from [REDACTED]



19.13 **Invoice**

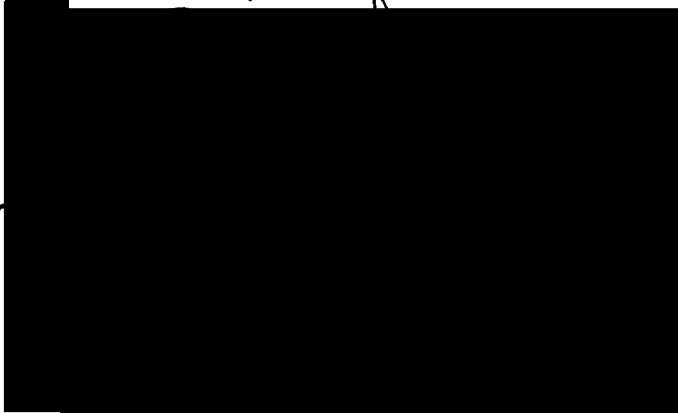
The Parties agree to use their commercially reasonable efforts to agree on an administrative procedure for invoicing from Kinder Morgan to [REDACTED] for transactions under the Transport Arrangements.



19.14 Controlling Version

The Parties shall execute this Agreement in both the spanish and english language. [REDACTED]

In view of the above, the Parties agree to execute this Agreement signed by their representatives in Mexico City, Federal District, on the date indicated above.



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

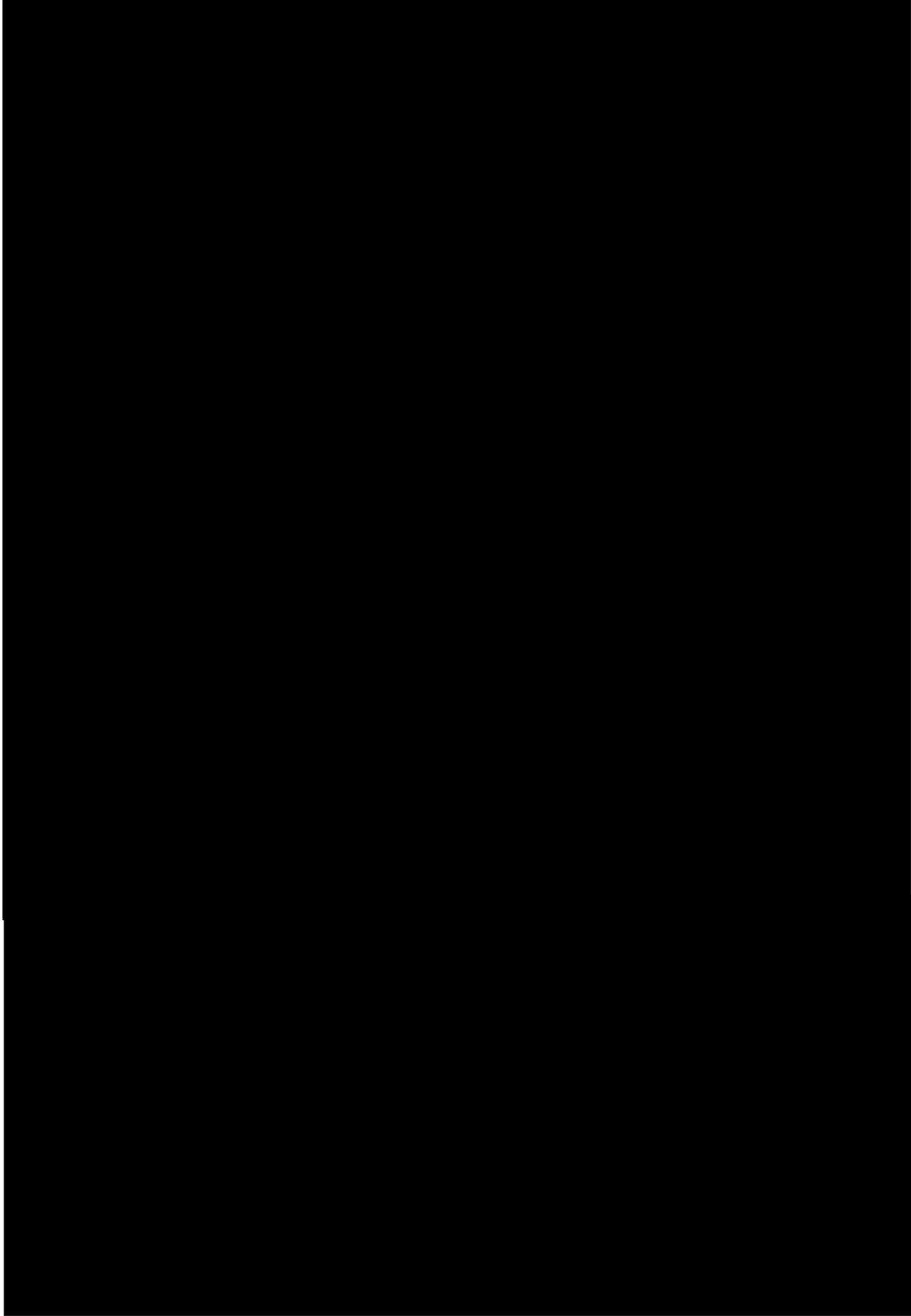
By: _____

Name: [REDACTED]

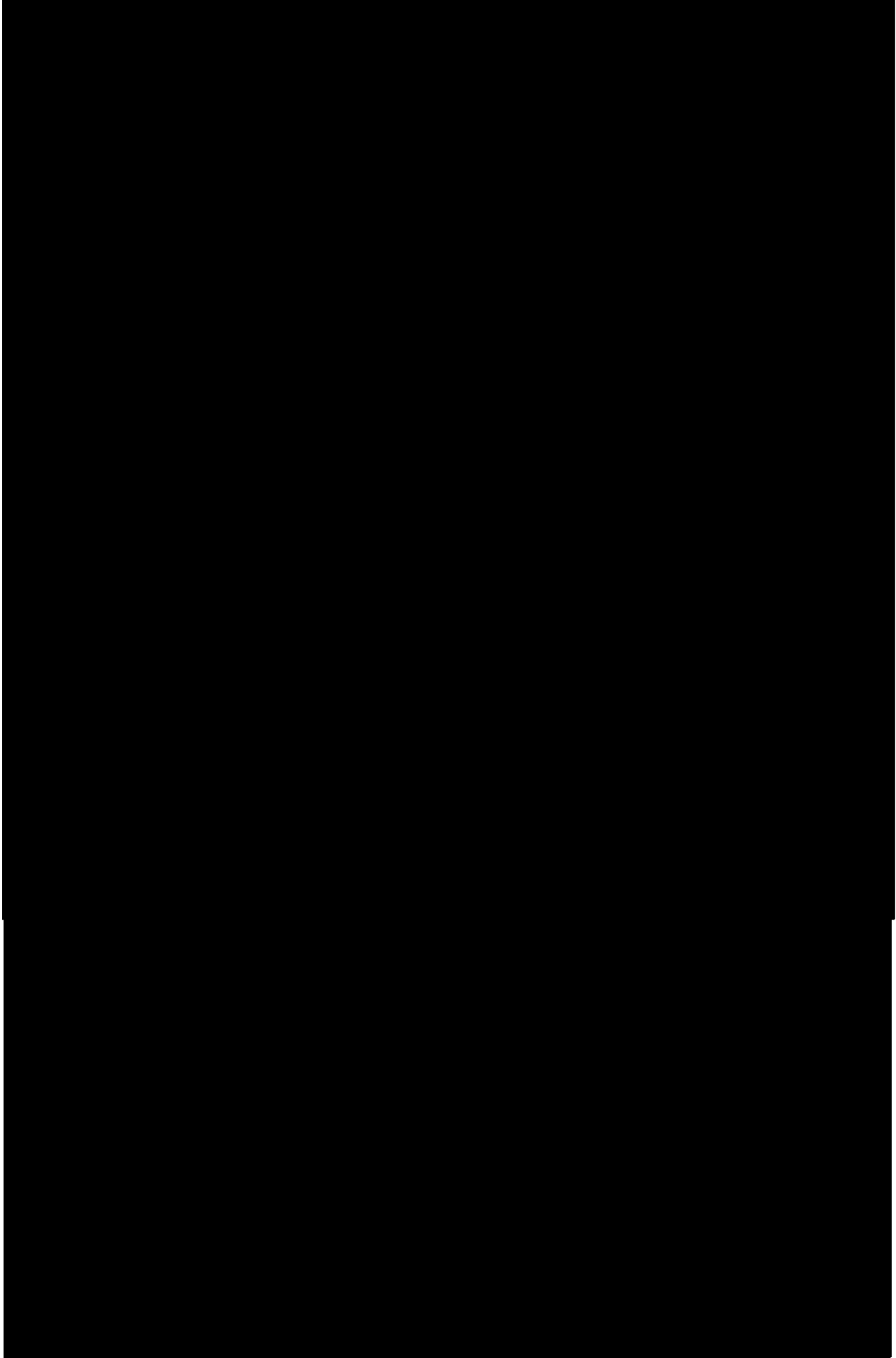
Charge: Legal Representative



Annex 1
INTERCONNECTION AGREEMENT SCHEDULE
MIER-MONTERREY PIPELINE



Annex 1
INTERCONNECTION AGREEMENT SCHEDULE
MIER-MONTERREY PIPELINE



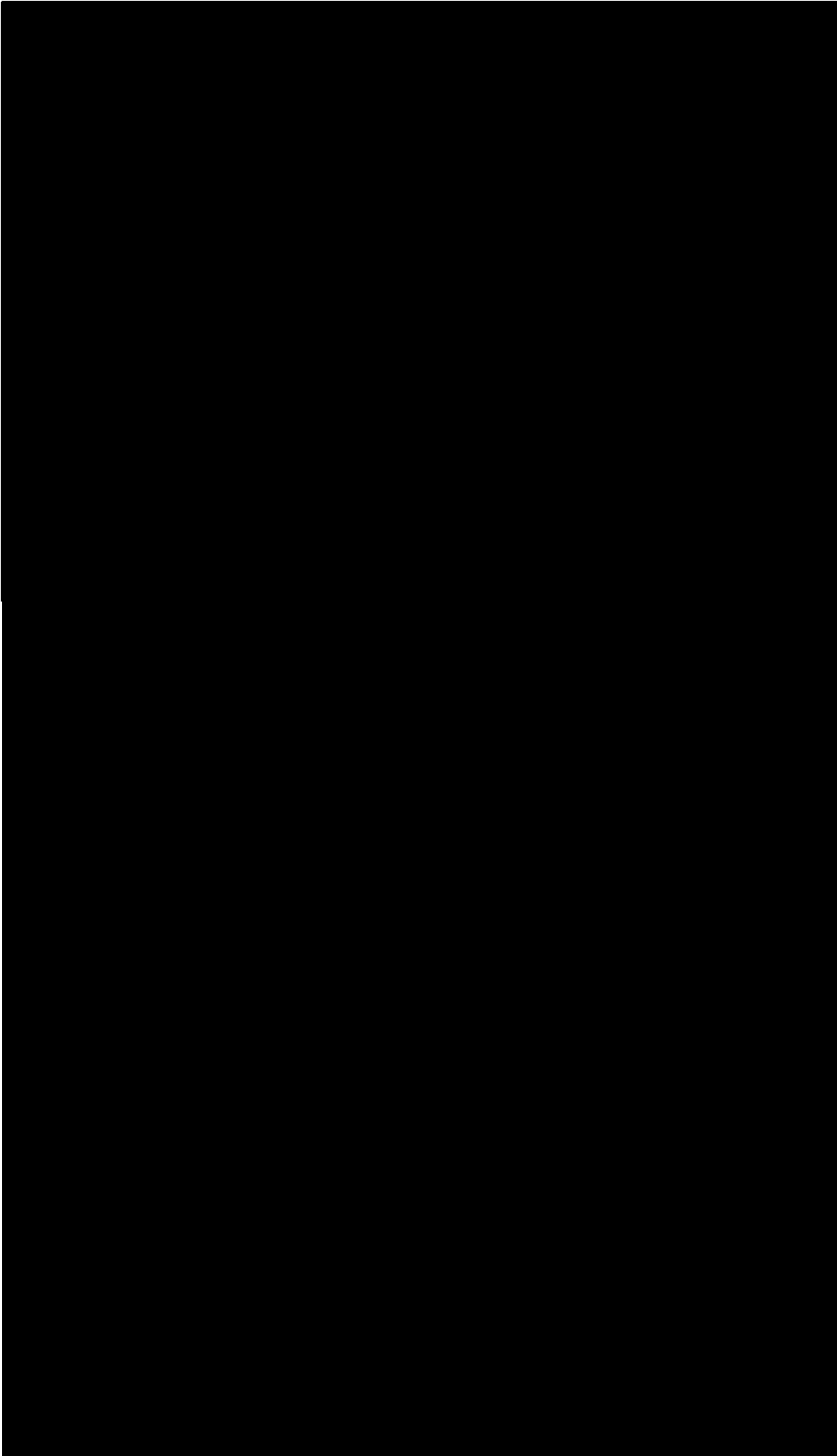
Annex 2
Location and Description of the Meter Station and the System.

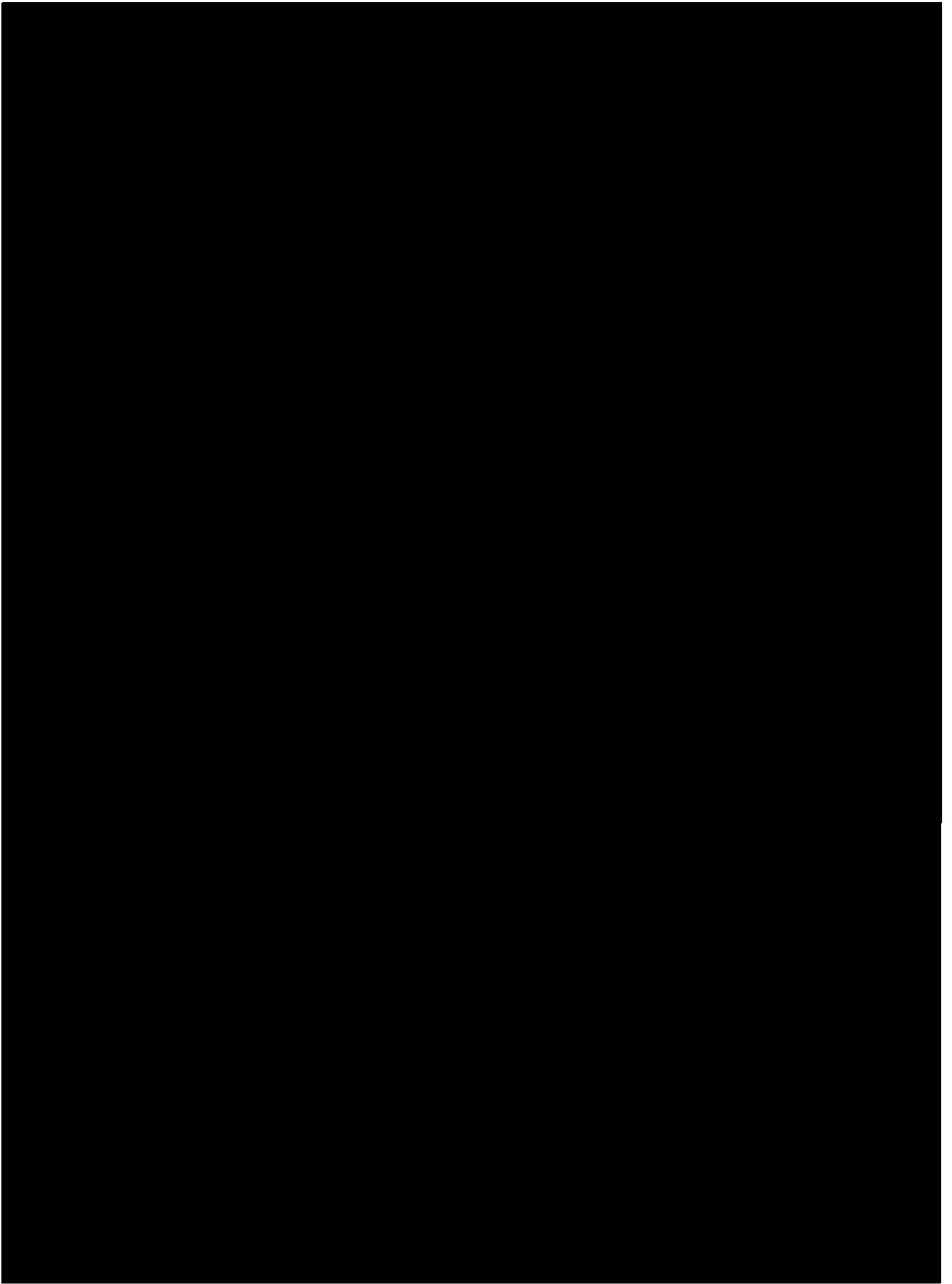


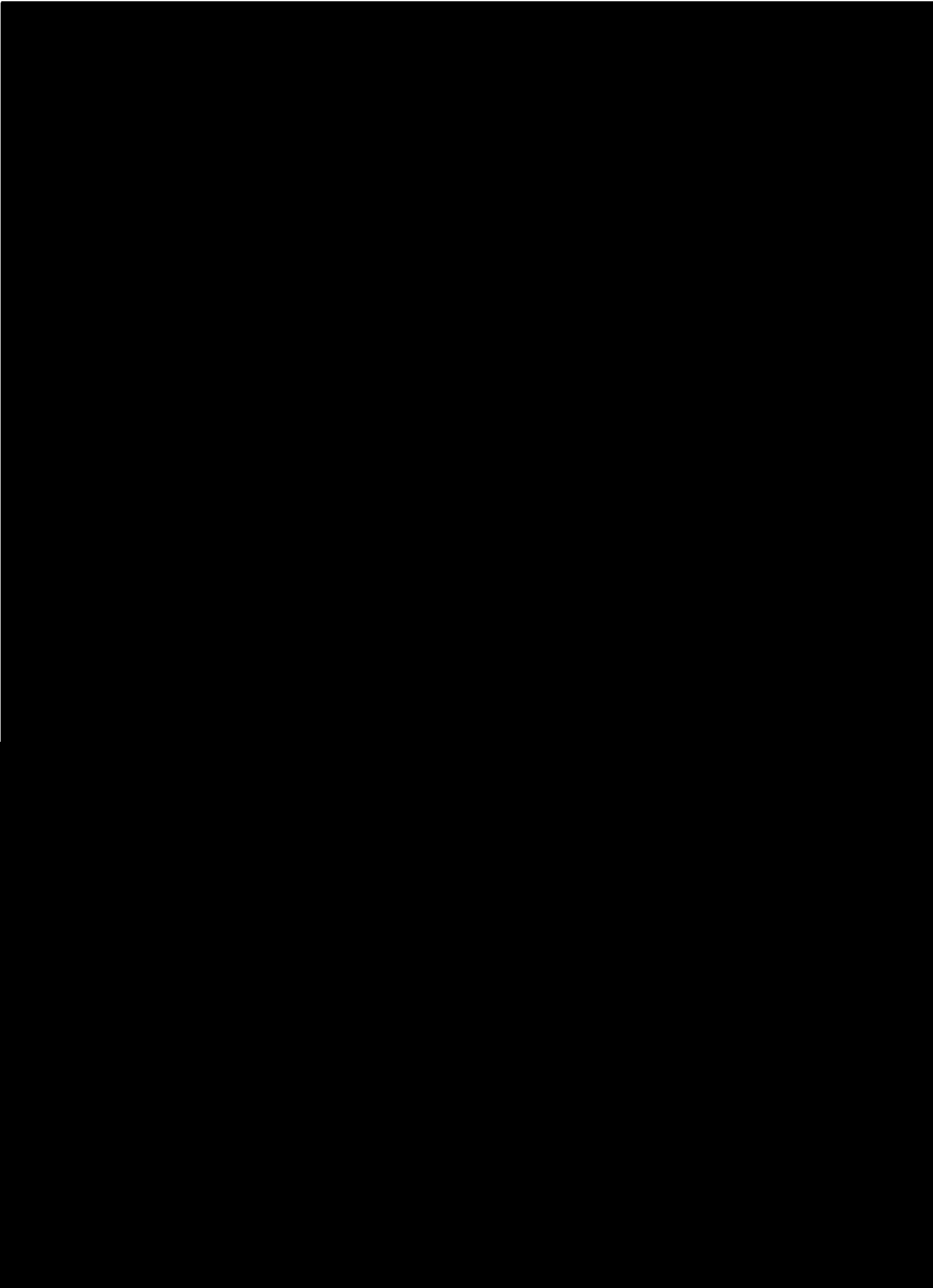
ANNEX 3 SCHEMATIC FOR
INTERCONNECTION FACILITIES AT

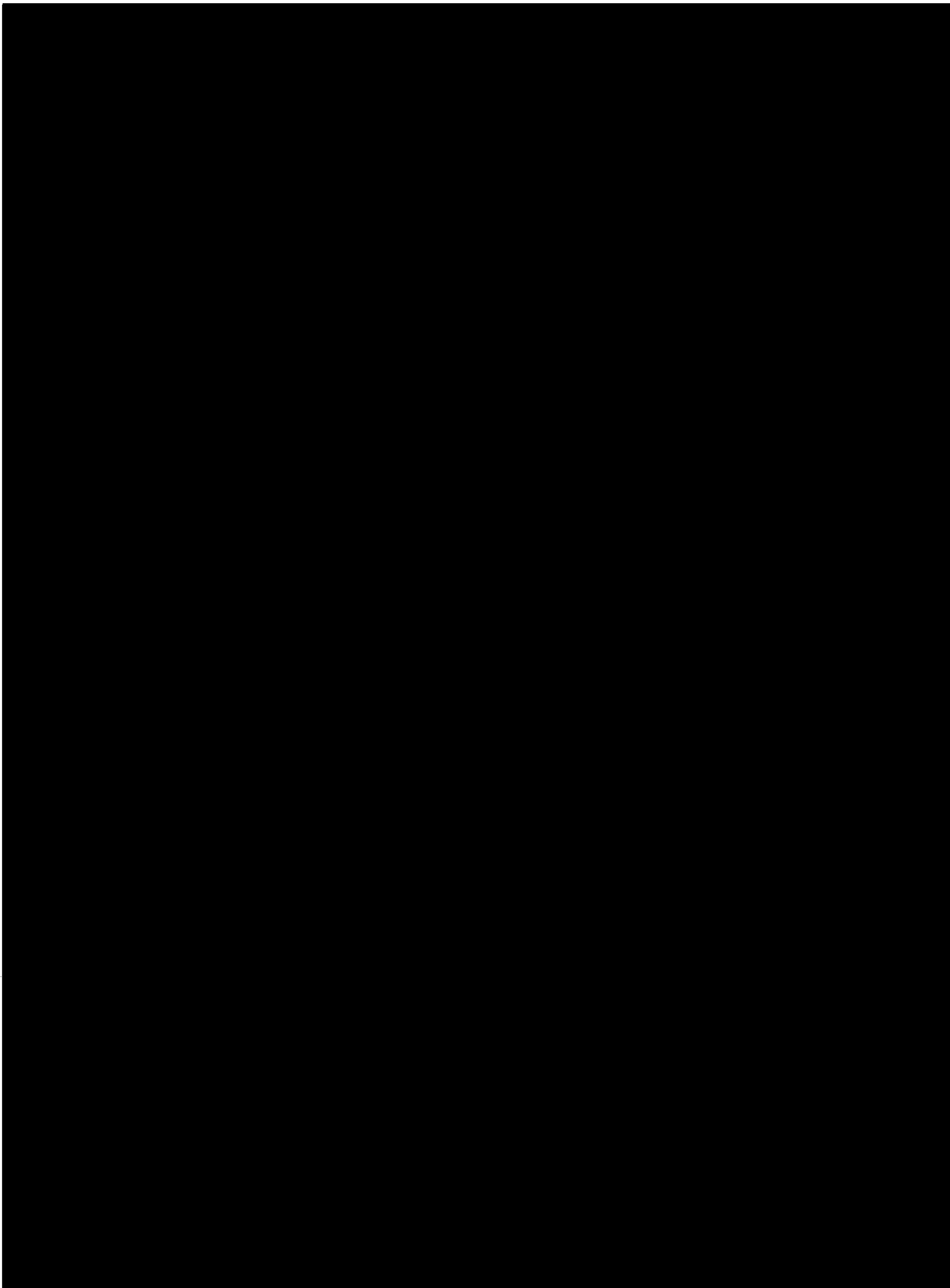
[REDACTED]

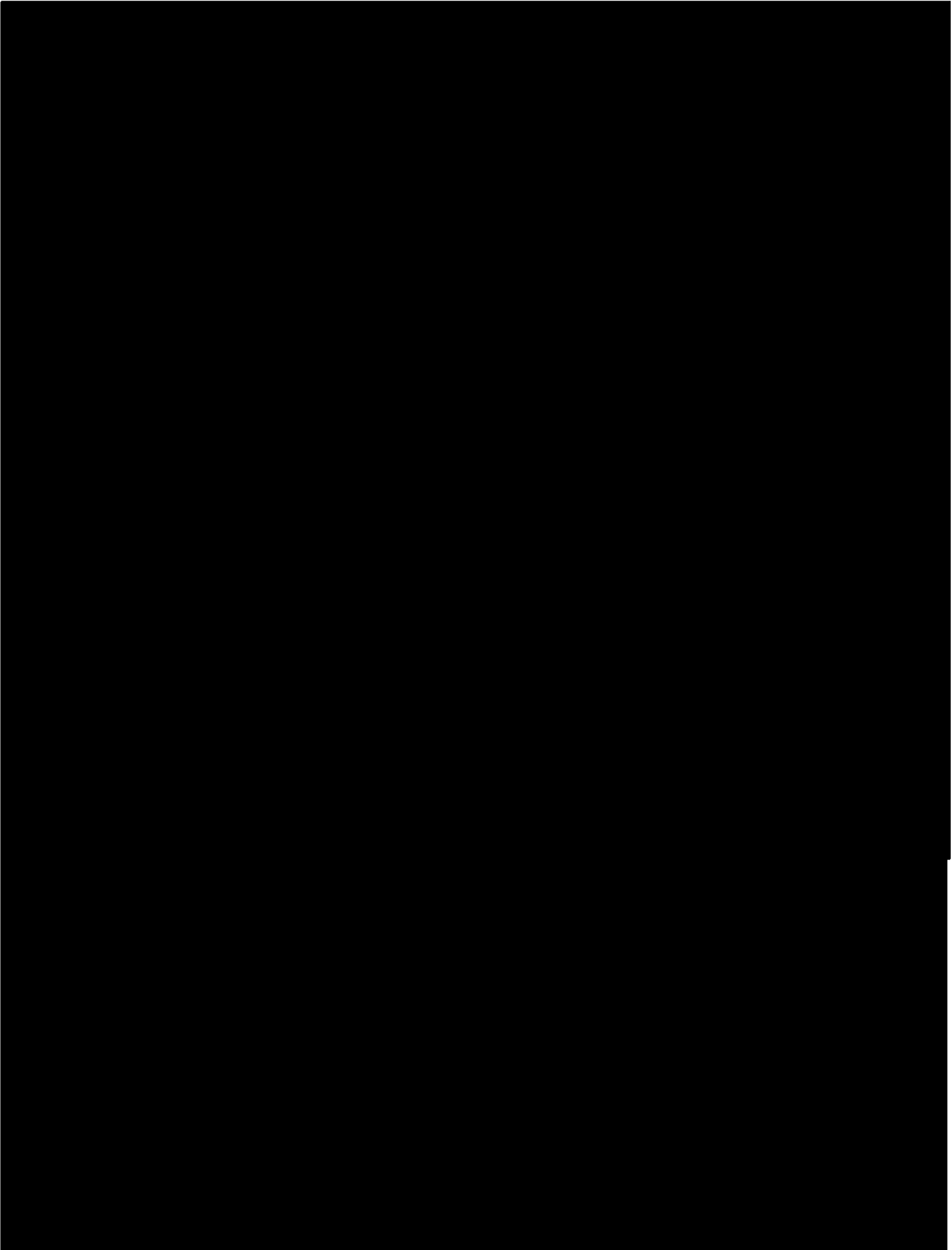
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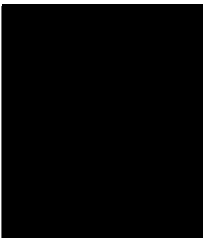
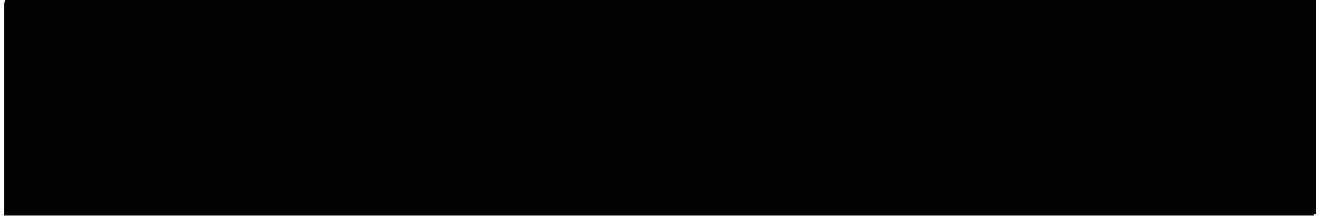


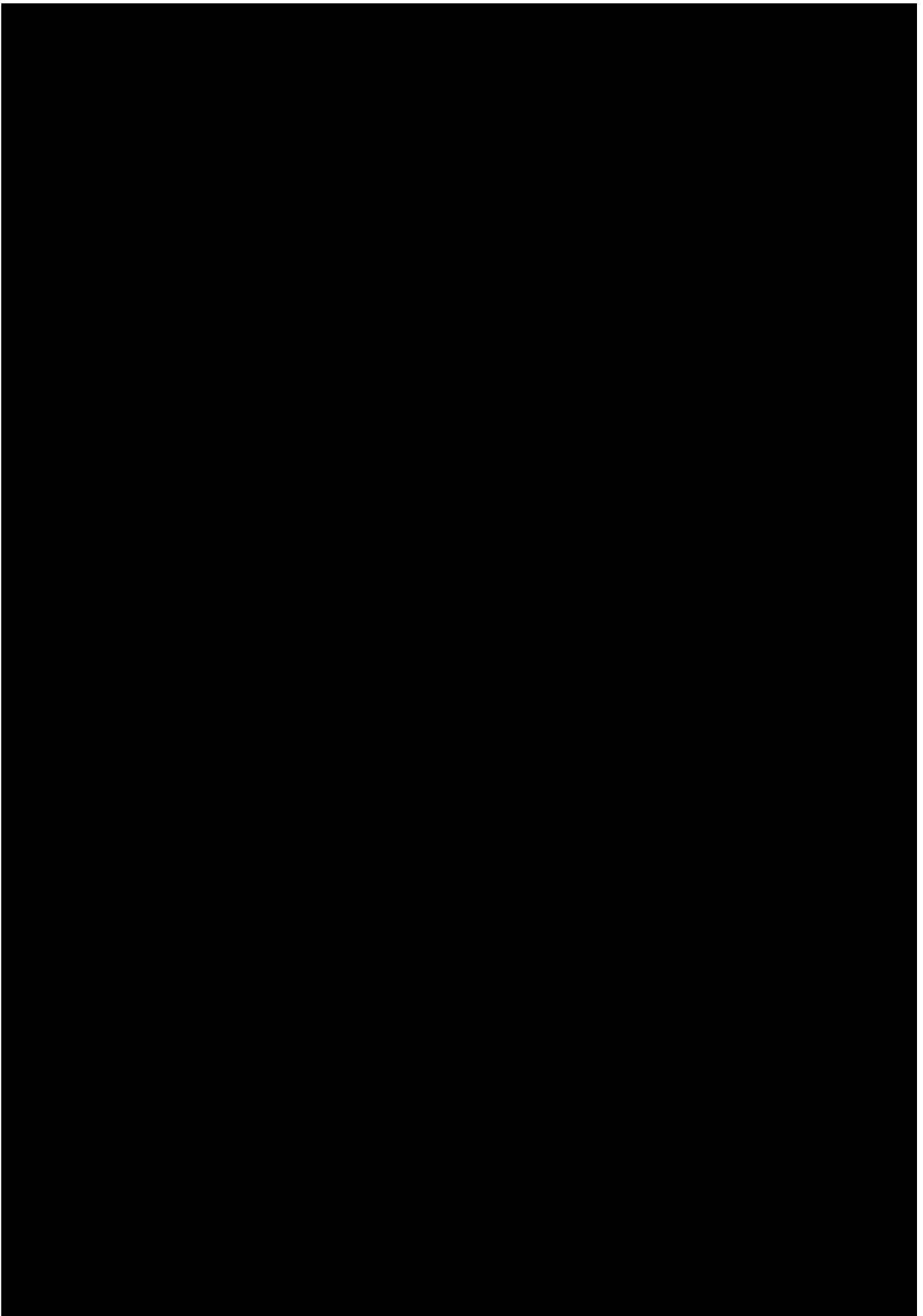


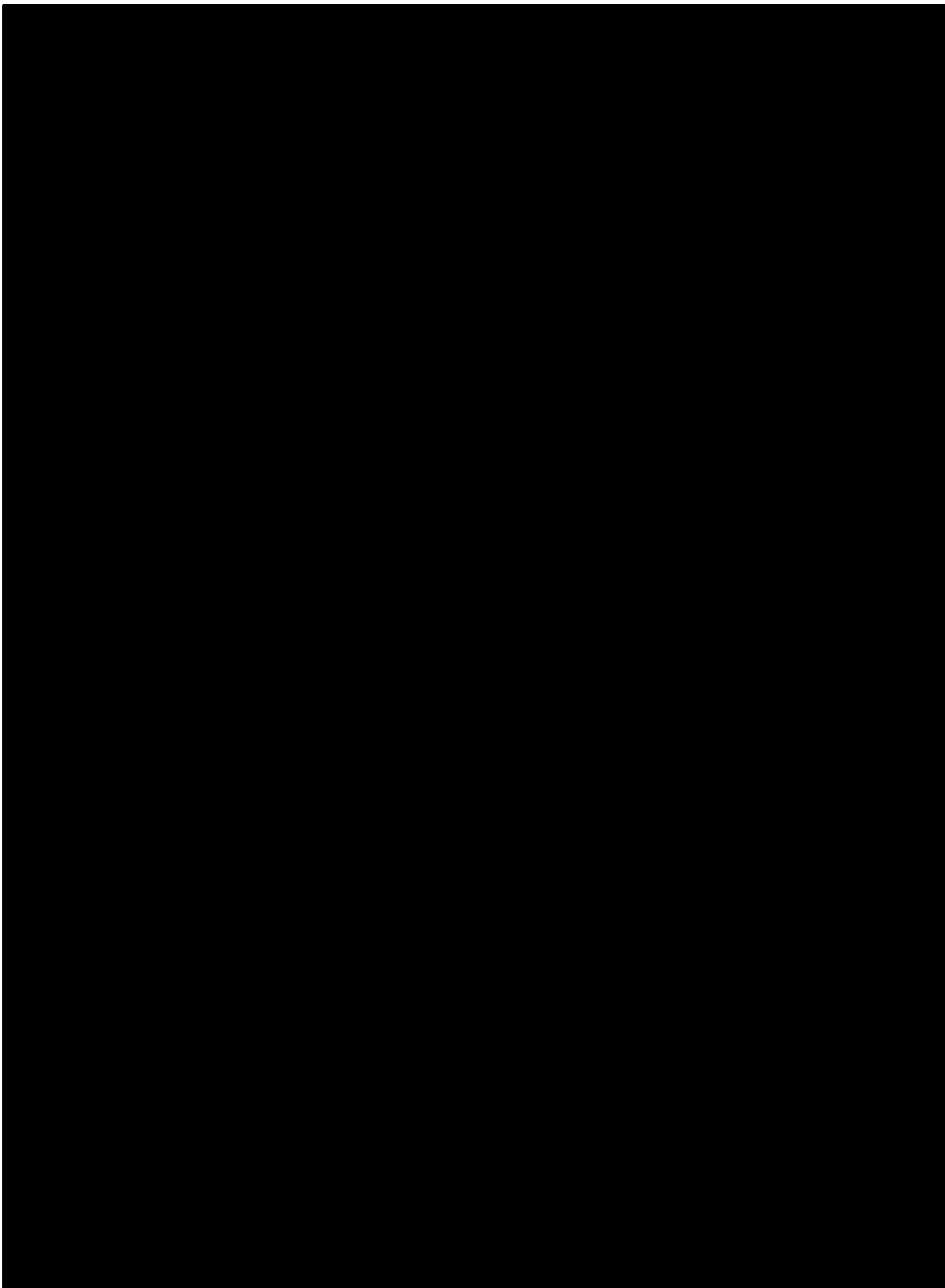


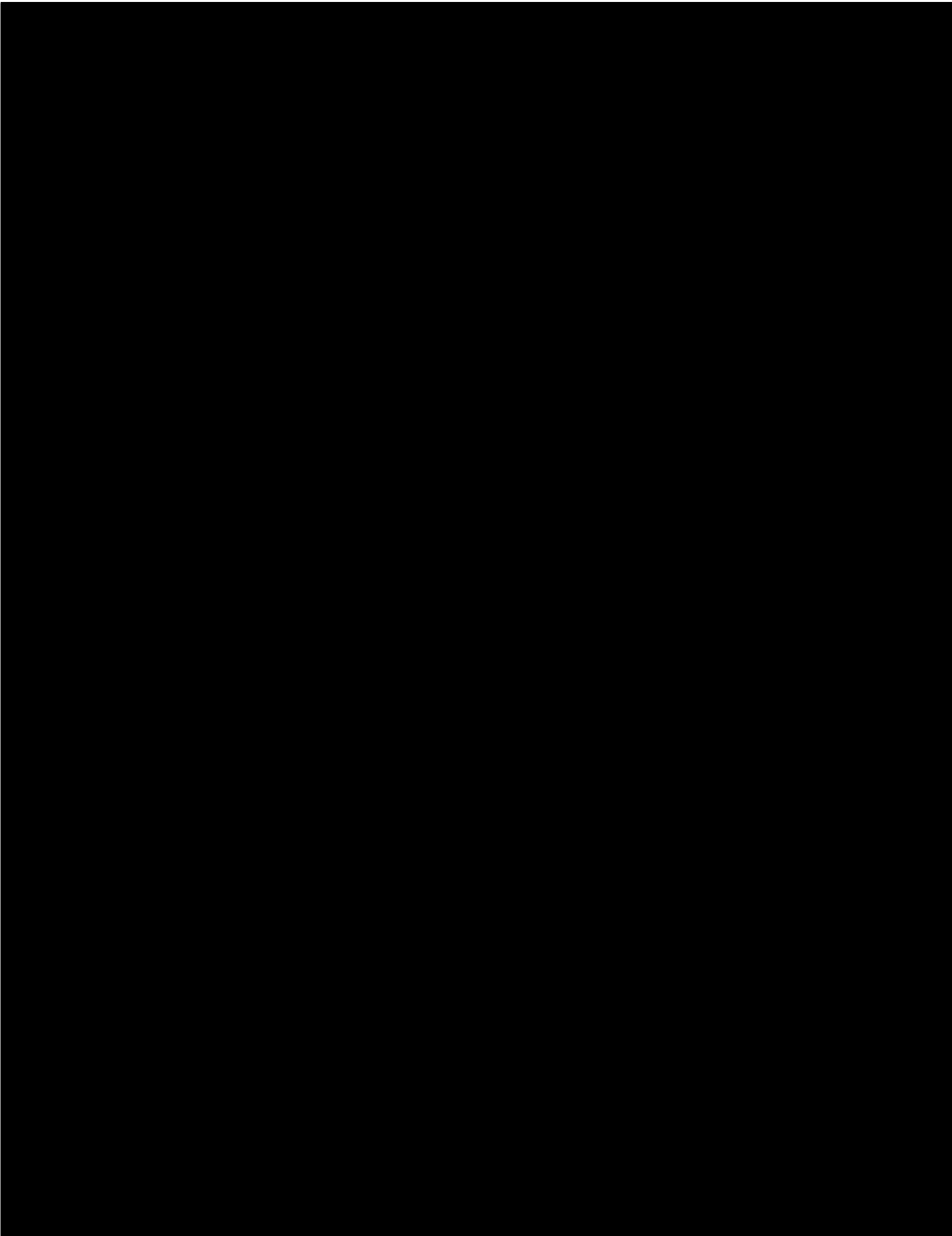


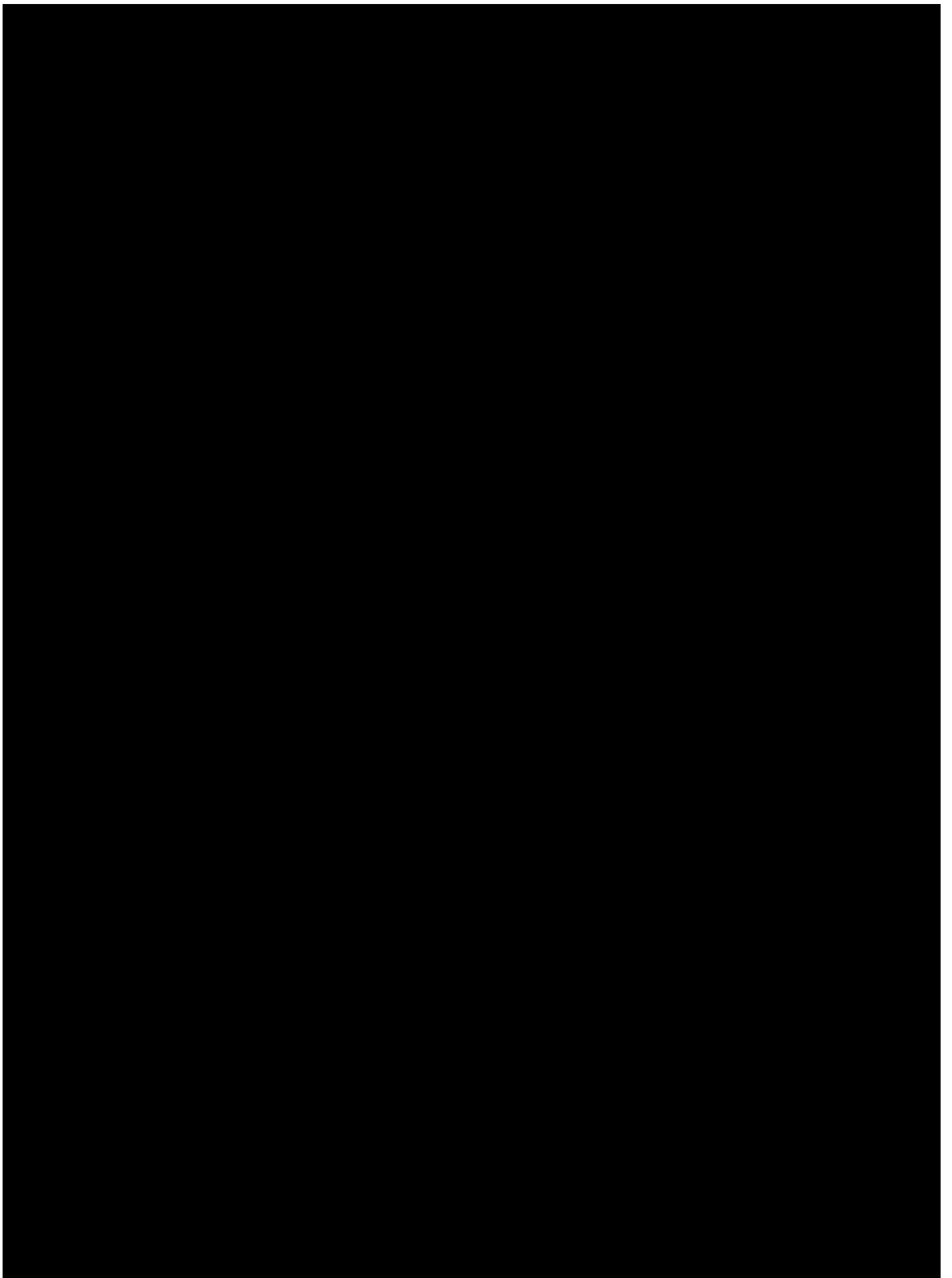
Annex 5
Map and Point of Interconnection.

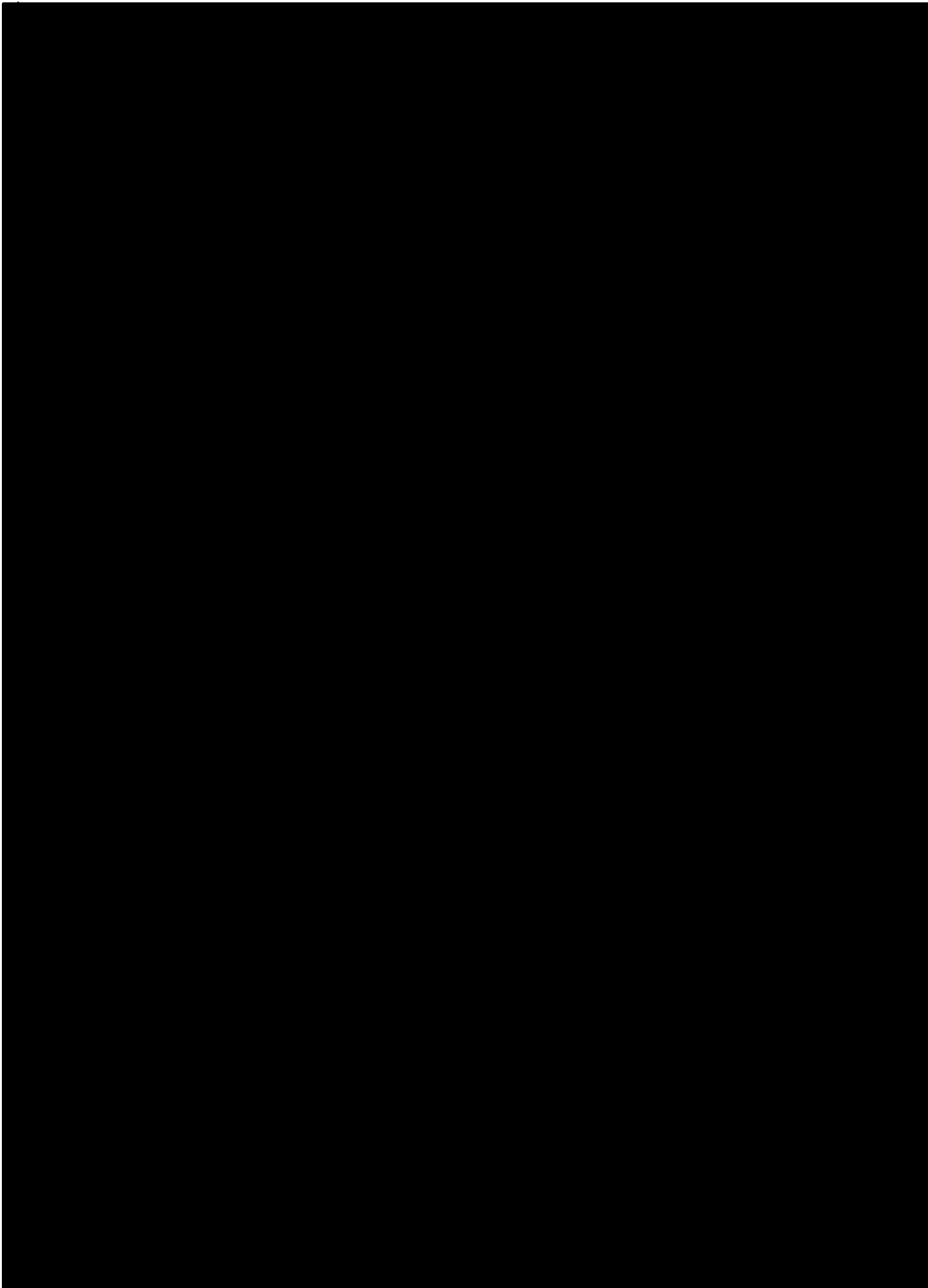




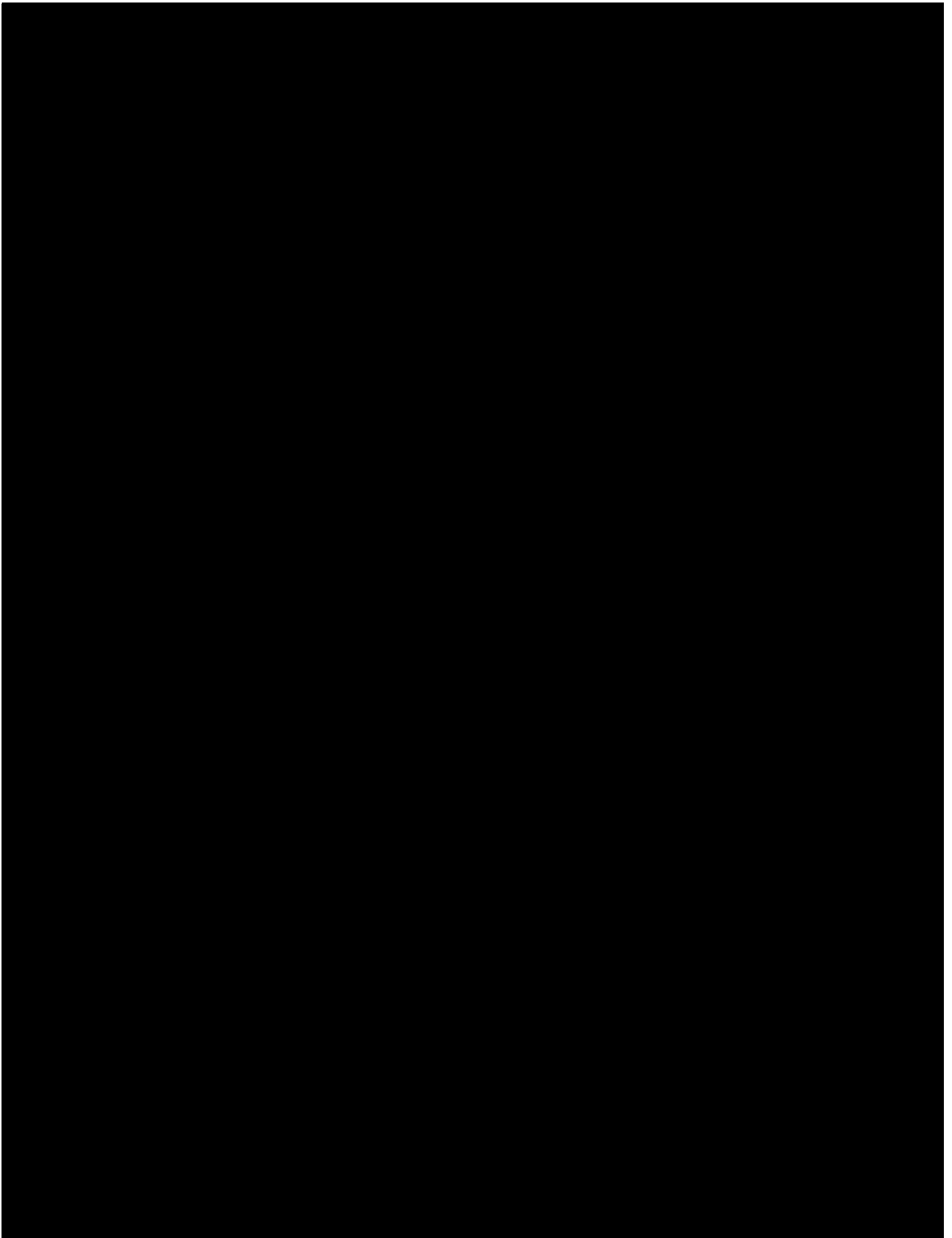


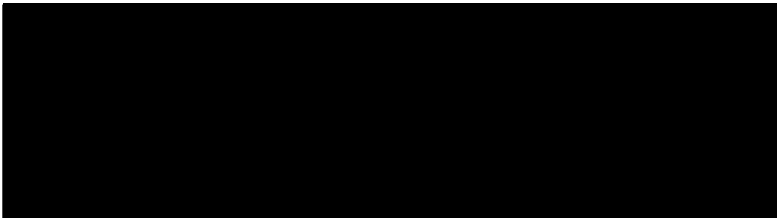
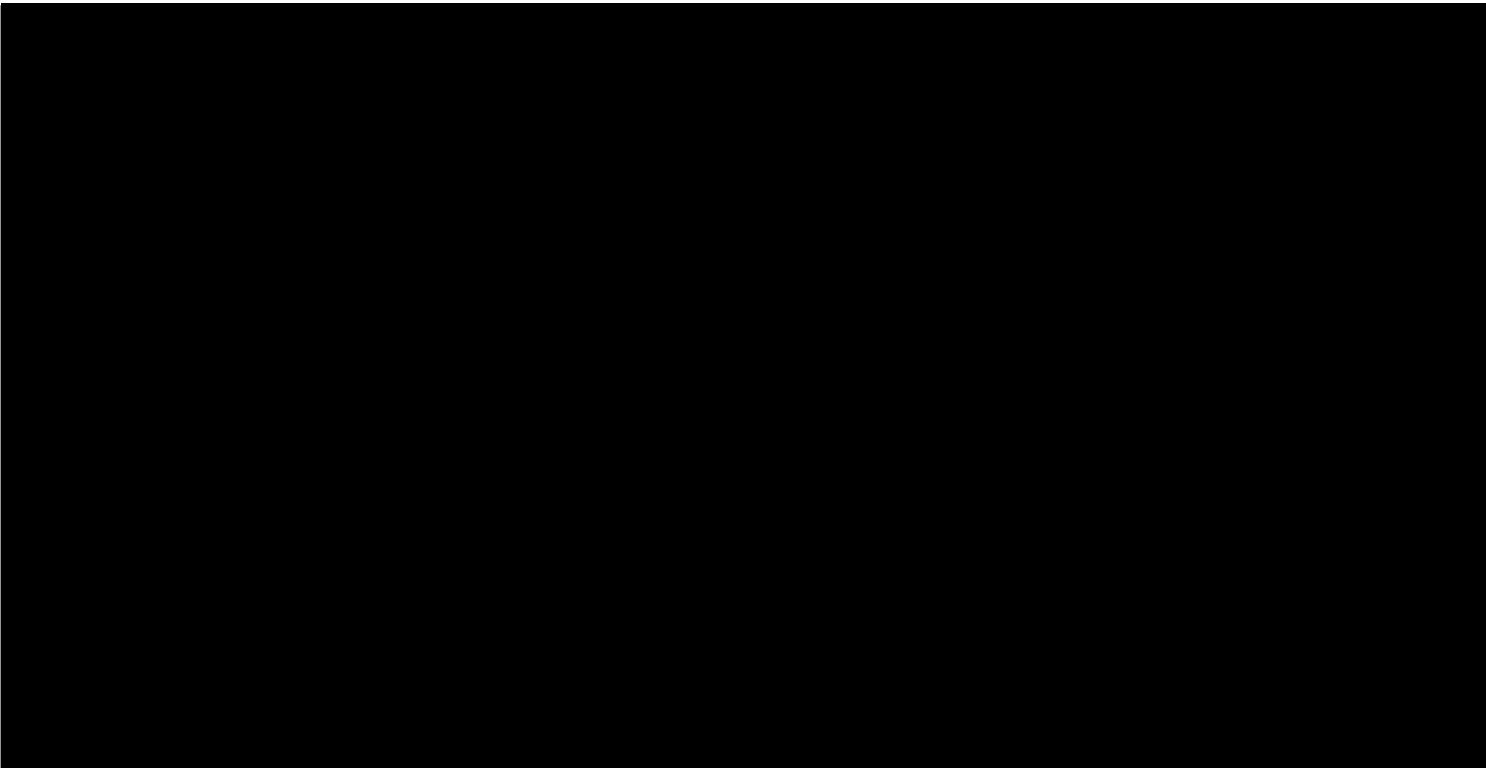


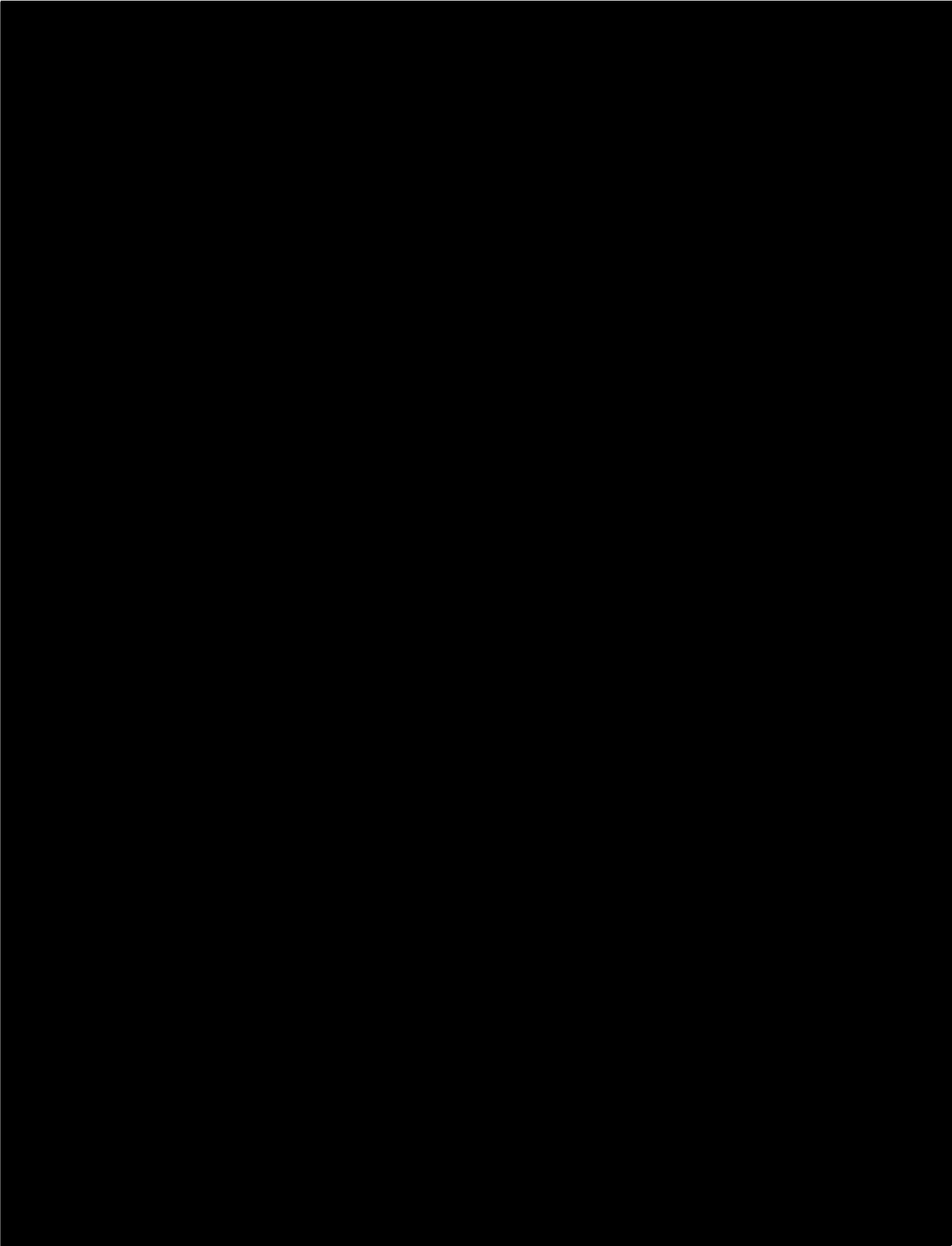


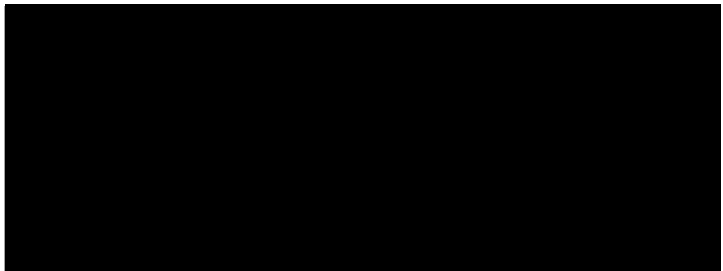


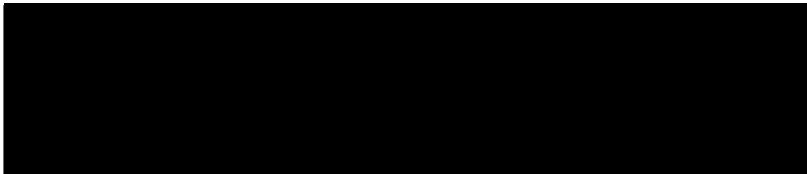
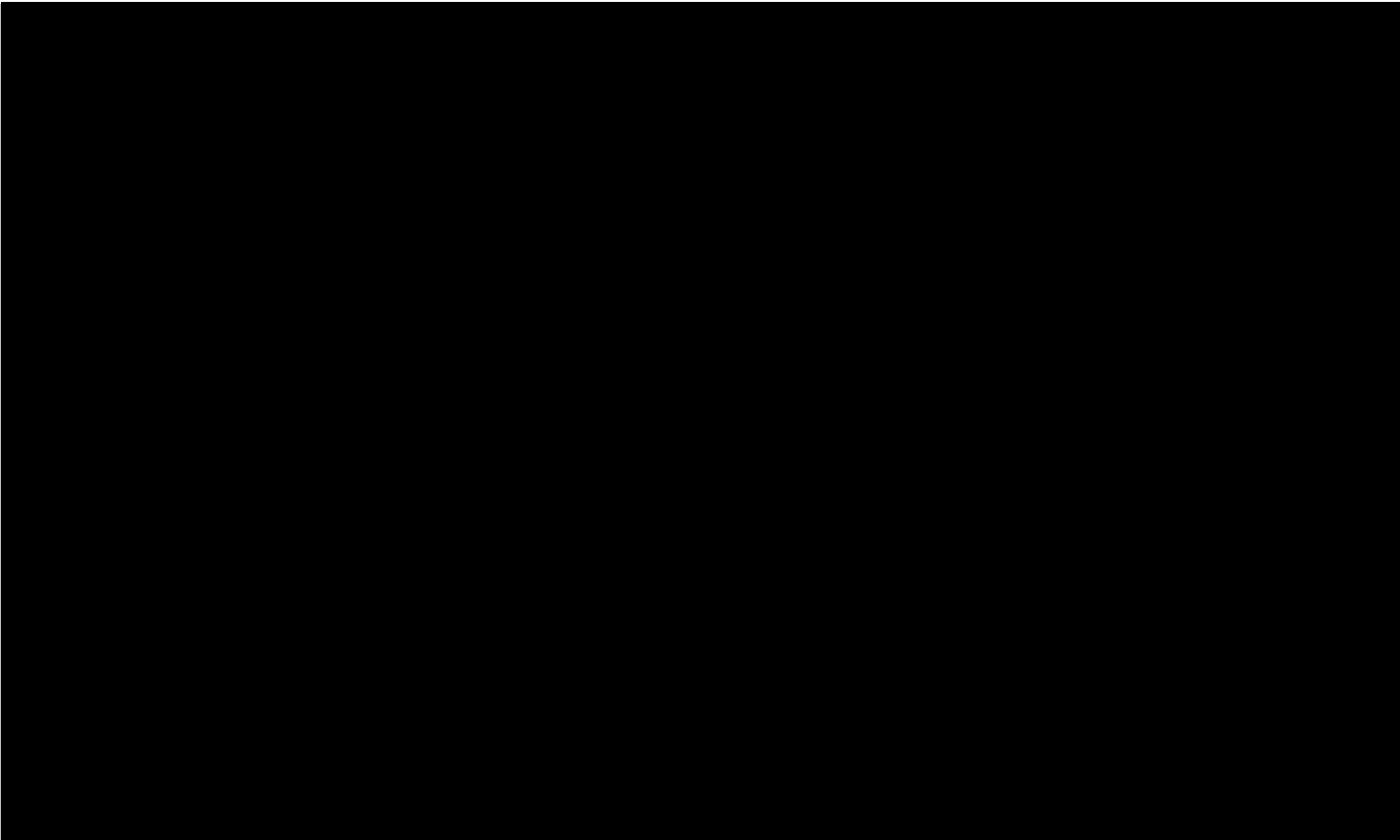
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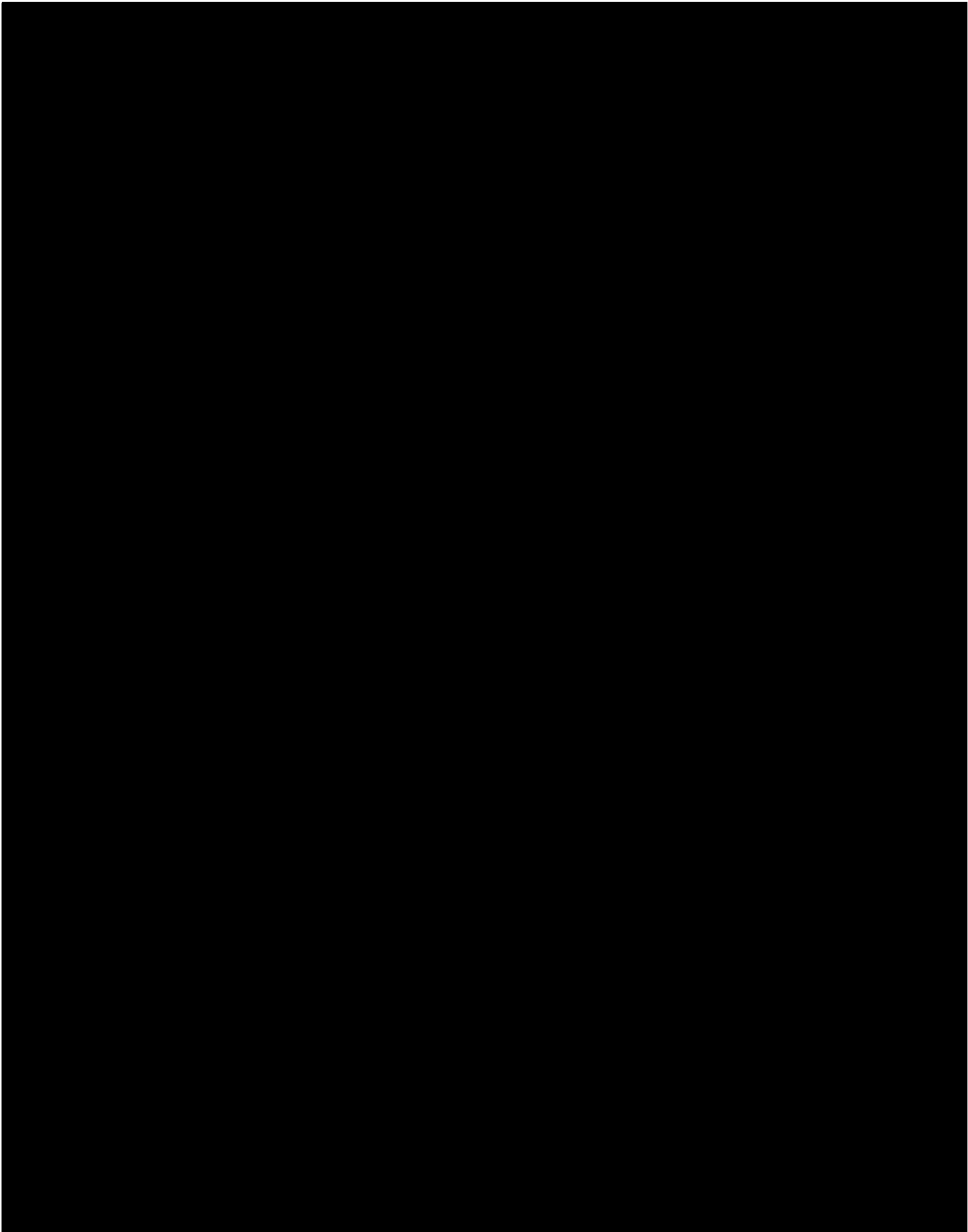


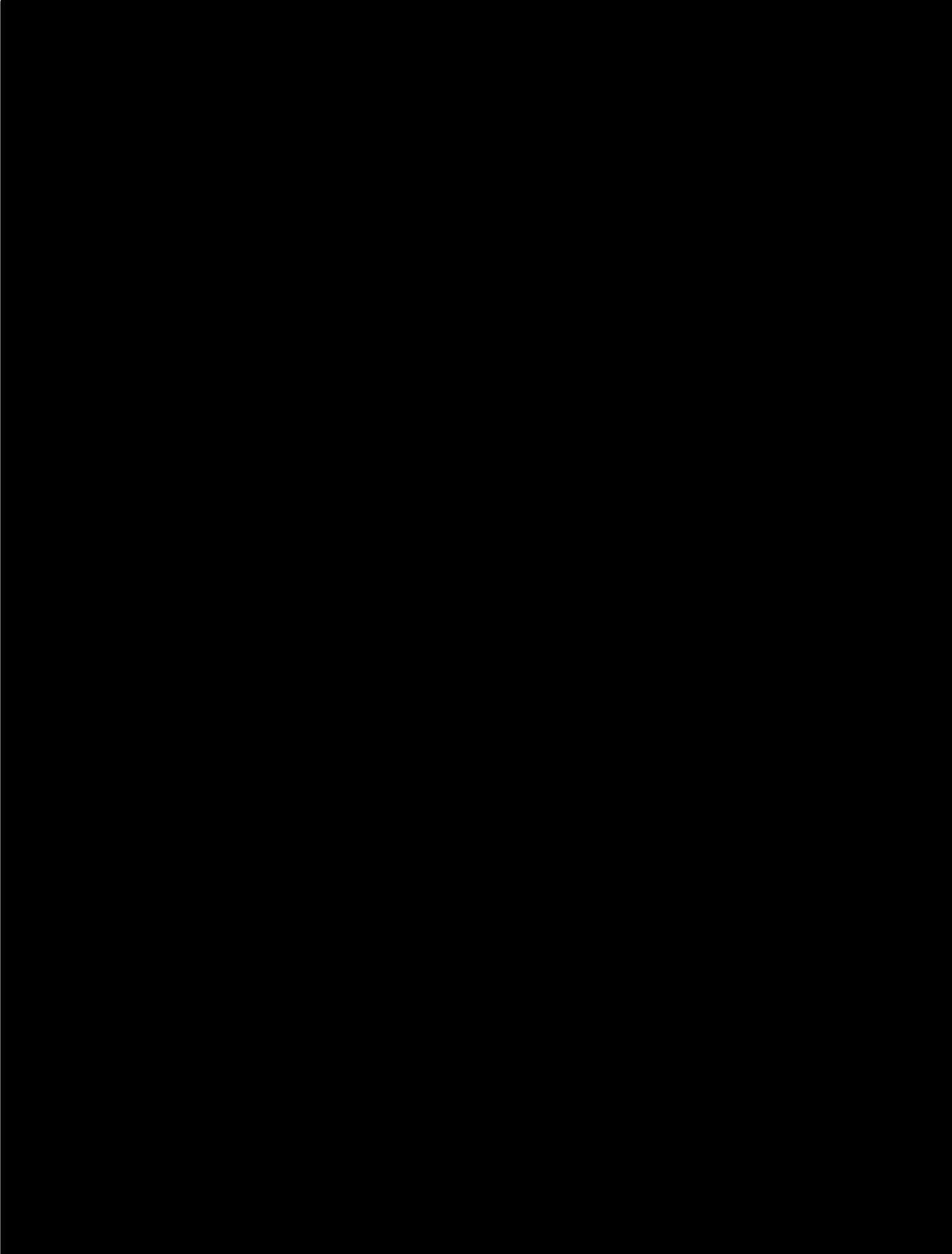


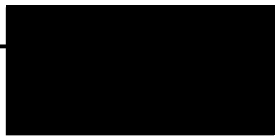
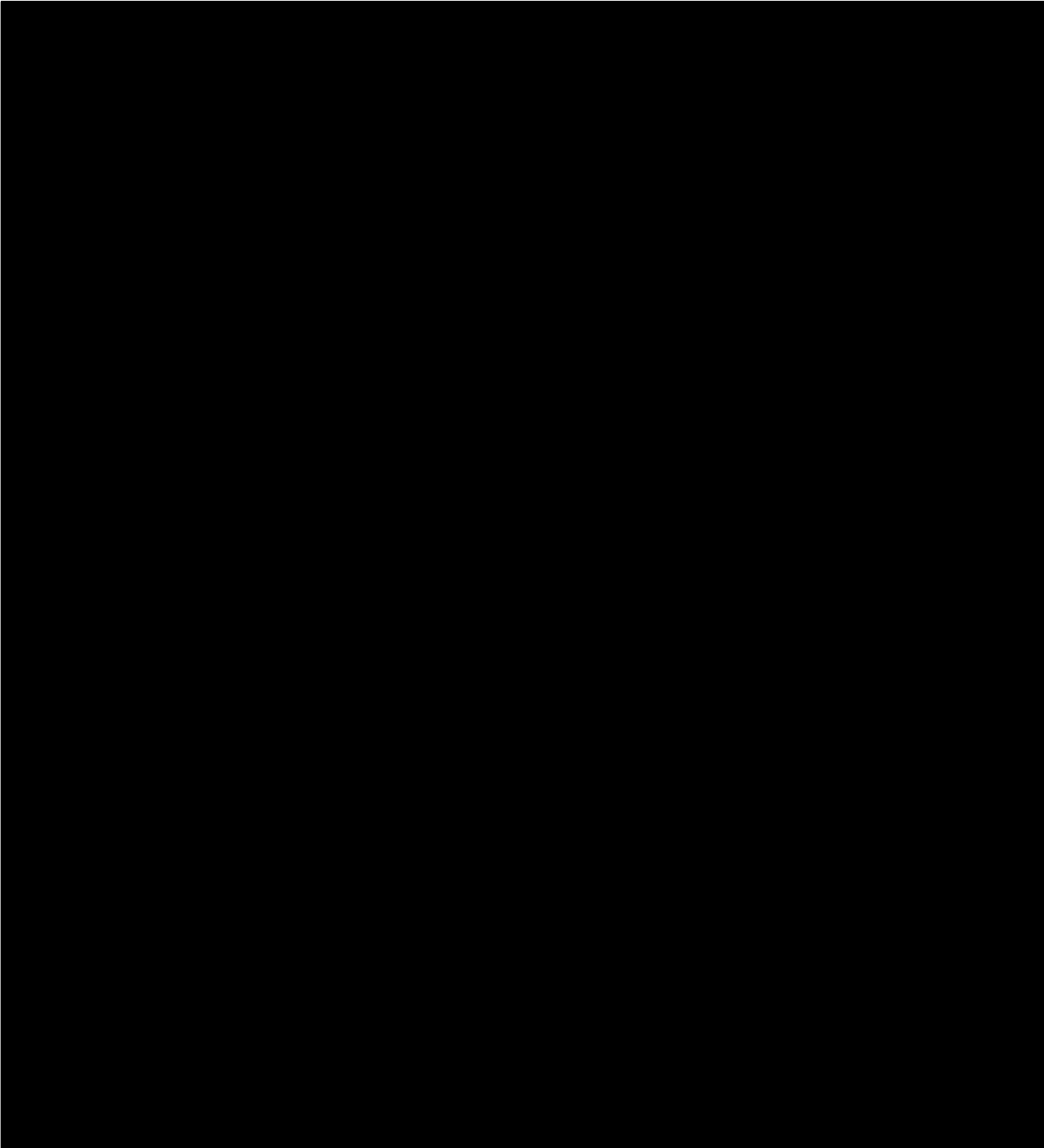














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