

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

FIRM GAS TRANSPORTATION 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 owns and 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 (the "CRE");

WHEREAS, subject to the terms of this Agreement, Transporter is willing to endeavor to create new available capacity on the Mier-Monterrey Pipeline (the "Project") for the transportation service of natural gas (the "Transportation Service");

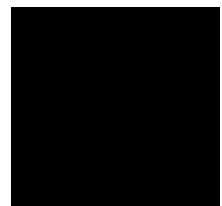
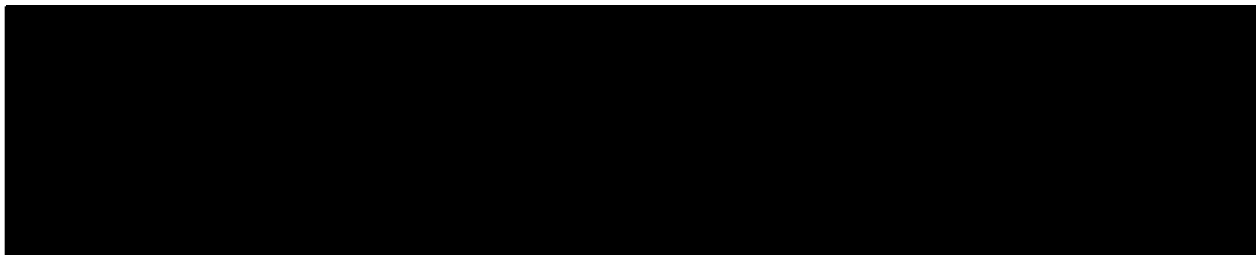
WHEREAS, some of the new available capacity will be contracted with Anchor Shippers (as this term is defined below);

WHEREAS, Transporter shall also conduct an open season in order to award part of the new available capacity (the "Open Season"), in consistency with Article 16.1 (II) of the Administrative Provisions (as this term is defined below);

WHEREAS, Transporter holds a transportation permit with number G/003/TRA/1996 (the "Transporter's Permit");

WHEREAS, Shipper desires to be an Anchor Shipper and for Transporter to receive and transport certain quantities of Gas (as this term is defined below) on Transporter's System (as this term is defined below) from and to the Receipt Point and Delivery Point specified on Exhibit "B" of this Agreement;

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



[REDACTED]

[REDACTED]

[REDACTED]

WHEREAS, Transporter's Federal Taxpayer Number is [REDACTED] and

WHEREAS, Shipper's Federal Taxpayer Number is [REDACTED]

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

**ARTICLE I
DEFINITIONS**

Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meanings given below:

"Adequate Assurance of Performance" means security in the form, amount, and term reasonably acceptable to Transporter, including (i) cash prepayment with an accelerated due date or a more frequent basis than a monthly billing cycle, (ii) a standby irrevocable letter of credit, (iii) prepayment, or (iv) a guaranty, in each case enforceable for at least three (3) months following the termination of this Agreement.

"Administrative Provisions" means the General Administrative Provisions with regard to Open Access and the Rendering of Pipeline Transport and Storage of Natural Gas Services, approved by CRE, or any other superseding or amending administrative provision.

[REDACTED]

“Anchor Shippers” means Shipper and other shipper(s) that contribute(s) to the funding and/or feasibility of the Project.

“Applicable Law” means the Administrative Provisions, and any law, standard, decree, resolution, permit, ruling, regulation, or any legislative or administrative action carried out by a Governmental Authority having jurisdiction, including a judicial decision, award or order from a Mexican tribunal that is related to the execution of rights and obligations stated in this Agreement and/or the Terms and Conditions, or to the interpretation or application of such documents, in effect from time to time.

“Central Standard Time” or **“CST”** means the local time in Houston, Texas.

“Delivery Point” means the point(s), whether one or more, at which Transporter delivers the Gas to Shipper.

“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, if it is collected in kind, as approved by CRE or negotiated between the Parties.

“Firm Basis” and **“Firm Transportation Service”** means that, with respect to any Transportation Service, Shipper shall deliver such Gas to Transporter and Transporter shall receive at the Receipt Point and transport an Equivalent Quantity to the Delivery Point without interruption, suspension or curtailment, in quantities up to the MDQ, except as provided under the Terms and Conditions.

“Force Majeure” means and includes any act that (a) renders Transporter or Shipper unable to provide or utilize the Transportation Service, (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 the Transportation Service being provided.

“Fuel Charge” means Gas reimbursed by Shipper, either in kind or otherwise, to compensate Transporter for fuel associated with the operational aspects of providing Transportation Service, including compression and metering, as negotiated between the Parties or as authorized by CRE, as the case may be.

“Gas” means the mix of gases that are obtained through extraction or industrial processing and is composed primarily of methane. Usually, this mix contains ethane, propane, butanes and pentanes. Unless otherwise required by the context, Gas means that tendered by Shipper to Transporter or redelivered by Transporter to Shipper.

“Gas Day” means a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. CST.

“GLU” means Gas reimbursed by Shipper, either in kind or otherwise, to compensate Transporter for gas lost, if any, in providing Transportation Service, including operating losses or shrinkage

(unaccounted) of the product being transported or stored in the course of operating the System, as negotiated between the Parties or as authorized by CRE, as the case may be.

“Governmental Authority” means any legislature, court, tribunal, authority, agency, commission, or other instrumentality of México, or any domestic state, municipal, city or other political subdivision, governmental department or similar governing entity, and including any governmental or quasi-governmental body exercising similar powers of authority.

“Maximum Daily Quantity” or **“MDQ”** means the maximum quantity of Gas which Transporter is obligated to receive from Shipper for transport during one Gas Day as specified in this Agreement.

“Month” means a period beginning on the first (1st) day of a calendar month and extending until the last day of that calendar month.

“Price Directive” means the Directive issued by the CRE for the determination of rates and transfer of prices for regulated natural gas activities DIR-GAS-001-2007, or any other superseding or amending directive or administrative provision.

“Receipt Point” means the point(s), whether one or more, at which Gas is received by Transporter from Shipper.

“Successor” means any person, corporation or any other entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets, interests or business of any of the Parties.

“System” means the set of components owned and used by Transporter to provide the Transportation Service, including pipelines, compressors, regulators, meters, and other equipment and facilities.

“Terms and Conditions” means the applicable General Terms and Conditions for Transportation Service, subject to CRE’s approval, which shall constitute an integral part of Transporter’s Permit; on the understanding that Transporter has submitted to CRE a revised version for approval in the form attached as Exhibit “A”.

“Transporter’s Use” means the sum of the Fuel Charge and the GLU; on the understanding that Transporter may recover Transporter’s Use from Shippers by means of (i) an in-kind reimbursement by Shipper, (ii) a rate adjustment, and/or (iii) adding a new charge, as the case may be.

“VAT” means value added tax.

“Working Day” means Monday through Friday, excluding México federal holidays, United States federal holidays, and any holidays Transporter publishes on its Electronic Bulletin Board.

ARTICLE II
PERFORMANCE OF TRANSPORTATION SERVICE

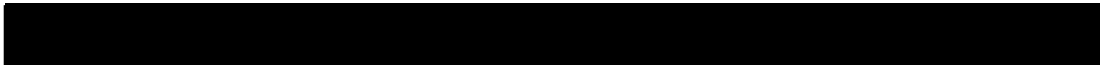
2.1 The purpose of this Agreement is the provision of Firm Transportation Service pursuant to the Terms and Conditions, as amended from time to time, with previous authorization by CRE.

2.2 The Terms and Conditions shall be published at the CRE's webpage and Transporter's Electronic Bulletin Board ("EBB"). Notwithstanding anything contained in this Agreement to the contrary, the Transportation Service performed under this Agreement will be subject to the Terms and Conditions, which are incorporated by reference into this Agreement. If any term or provision in the body of this Agreement or its exhibits is inconsistent with the Terms and Conditions, then the body of this Agreement or its exhibits shall always prevail according to Section 16.2 of the Administrative Provisions. If any term or provision in an exhibit to this Agreement is inconsistent with the body of this Agreement, then the provision of the exhibit will control and the body of this Agreement will be deemed modified accordingly.

2.3 Subject to the terms and conditions of this Agreement, Transporter will receive at the Receipt Point(s) and deliver an Equivalent Quantity at the Delivery Point(s) on a Firm Basis, in consistency with the 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, up to a Maximum Daily Quantity of thirty-one thousand (31,000) MMBtu per day, which corresponds to the capacity that is reserved by Shipper at the System.

ARTICLE III
FEES AND REIMBURSEMENT

3.1 Shipper agrees to pay Transporter the capacity charge specified in Exhibit "C" of this Agreement for the Transportation Service to be rendered under this Agreement (the "Capacity Charge").

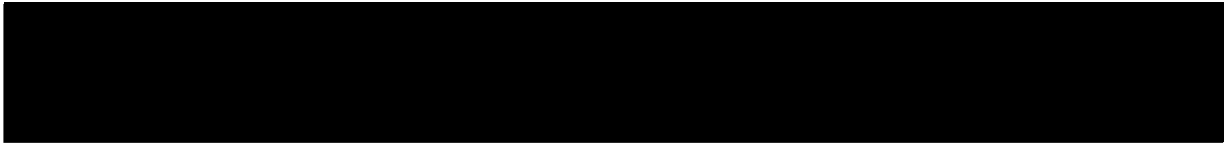


3.2 In addition to the Capacity Charge, Shipper shall pay the following fees:

- a. A use charge equal to the then-current regulated usage fee, as published in the Daily Official Gazette ("DOF" for its abbreviation in Spanish), which will be charged for quantities delivered by Transporter for Shipper's account at the Delivery Point for the applicable Month (the "Use Charge").
- b. If Shipper incurs an authorized overrun, Shipper will pay to Transporter the then-current regulated authorized overrun rate, as published in the DOF (the "Authorized Overrun Rate").



- c. If Shipper incurs an unauthorized overrun, Shipper will pay to Transporter a penalty equal to the Capacity Charge multiplied by three (3), multiplied by the unauthorized overrun quantities (the "Unauthorized Overrun Rate").
- d. The Use Charge, Authorized Overrun Rate or Unauthorized Overrun Rate shall not be considered as additional services in terms of section 10.1 of the Price Directive. In case that Transporter desires to offer additional services related to transport, those will have to be reviewed and authorized by CRE, in consistency with section 10.1 of the Price Directive.



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

3.4 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.

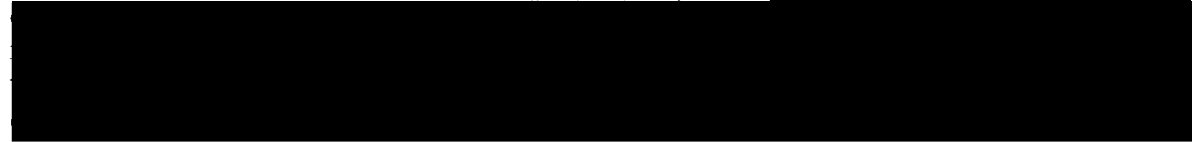
**ARTICLE IV
RECEIPT AND DELIVERY POINTS**

4.1 The Receipt Point for all Gas delivered by Shipper to Transporter for the Transportation Service under this Agreement will be at the point designated in Exhibit "B" of this Agreement.

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

**ARTICLE V
TERM**

5.1 This Agreement will be effective as of the Effective Date with its term commencing [redacted] ("Services Commencement Date") and ending on the earlier of [redacted]



5.2 Notwithstanding anything contained in this Agreement to the contrary, Transporter [redacted]

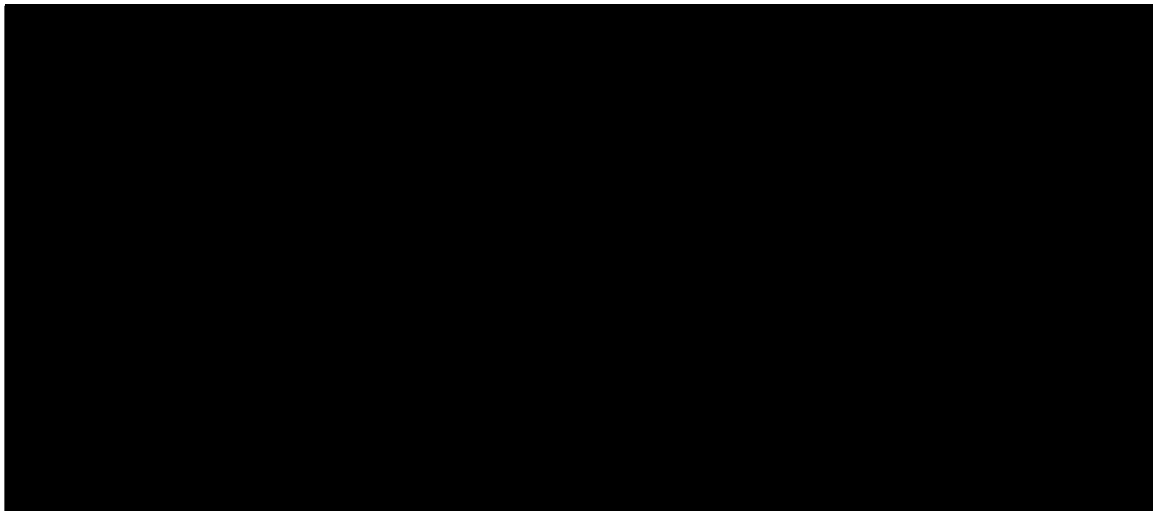


shall have the right to terminate this Agreement with no liability if the Open Season is not approved by CRE with terms acceptable to Transporter in its sole discretion by December 31, 2019.

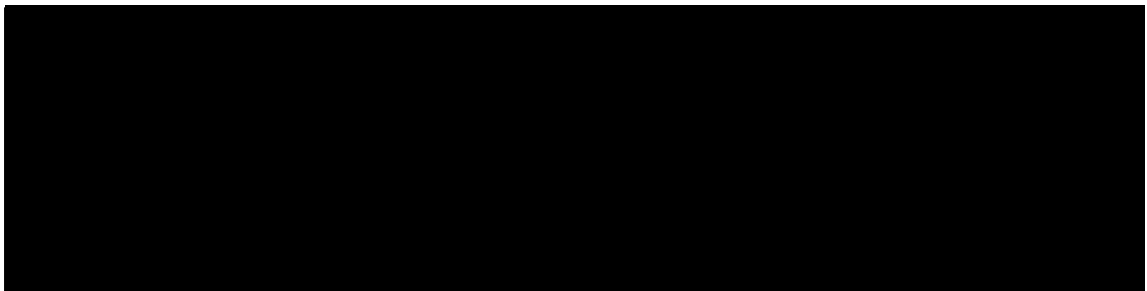


5.4 Notwithstanding anything contained in this Agreement to the contrary, Transporter's obligations under this Agreement do not commence unless and until:

- a. Shipper has delivered to Transporter Adequate Assurance of Performance in form and substance acceptable to Transporter, if Shipper is not Creditworthy on the Effective Date.

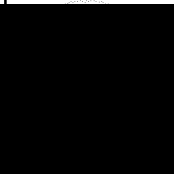


- d. Transporter determines by the close of the Open Season that sufficient capacity has been reserved on a Firm Basis to go forward with the Project,



- g. Transporter shall have received all approvals from its board of directors necessary for the construction and acquisition of the Project and for the execution of this Agreement no later than thirty (30) Working Days after the close of the Open Season.

5.5 Notwithstanding anything in this Agreement to the contrary, if the conditions precedent



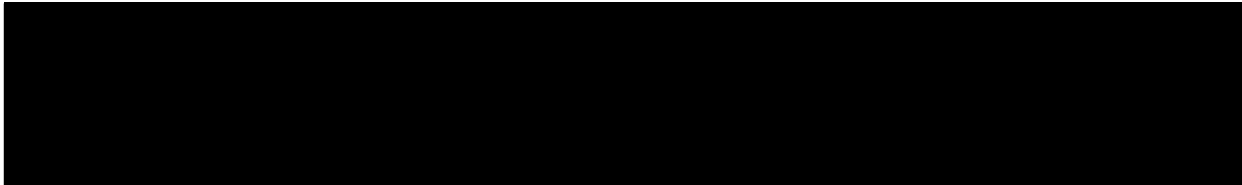
set out in Section 5.4 are not satisfied by the dates or time frame as indicated below, then Transporter shall have the right to terminate this Agreement with no liability.

- a. For subsections 5.4 (d), 5.4 (e), 5.4 (f), and 5.4 (g), the conditions precedent must be satisfied by the dates specified.
- b. For subsection 5.4 (c), the conditions precedent must be satisfied within thirty (30) Working Days following the Effective Date.
- c. For subsections 5.4 (a) and 5.4 (b), the conditions precedent must be satisfied within ten (10) days after the close of the Open Season.

5.6 Shipper shall have received all approvals from its board of directors necessary for the execution and performance of this Agreement within thirty (30) Working Days following the Effective Date. Shipper shall have the right to terminate this Agreement with no liability upon notice to Transporter within thirty (30) Working Days of when this condition precedent has not been satisfied or waived.

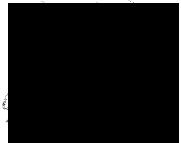
5.7 The Parties acknowledge that Shipper is willing to enter into this Agreement to ensure the delivery of natural gas to its industrial facilities, and that Shipper and/or any of its affiliates are required to obtain certain permits from the authorities to achieve such goal. Transporter hereby commits its commercially reasonable efforts to collaborate with Shipper throughout the process of requesting any such permits, until the approval of those permits is granted by the corresponding authorities.

**ARTICLE VI
ANCHOR SHIPPER CONDITIONS**



**ARTICLE VII
NO PARTNERSHIP**

Nothing contained in this Agreement will be deemed to create between the Parties a partnership, joint venture or an association and each will be deemed to act herein and in connection with the performance of this Agreement for itself, and not for the other, and neither Party will be liable or responsible for any acts of the other by virtue of the relationship created under this Agreement.



**ARTICLE VIII
NOTICES**

If the EBB is out of service, all notices required to be served under this Agreement, including invoices, must be in writing and served by (a) personal or overnight delivery service, (b) certified or registered mail, or (c) electronic mail, addressed as follows:

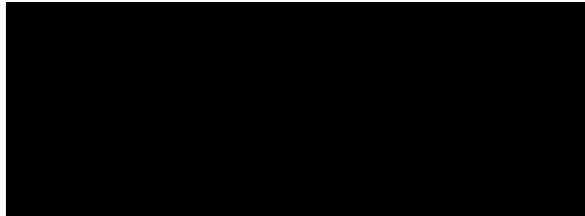
IF TO TRANSPORTER:

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

Dispatching Matters: 1001 Louisiana St., Suite 1000
Houston, Texas 77002
Attn: Gas Control Department
Facsimile: (713) 369-9005
#gc-kmtpl@kindermorgan.com

Accounting Matters: 1001 Louisiana St., Suite 1000
Houston, Texas 77002
Attn: Gas Accounting

Payment by Wire:



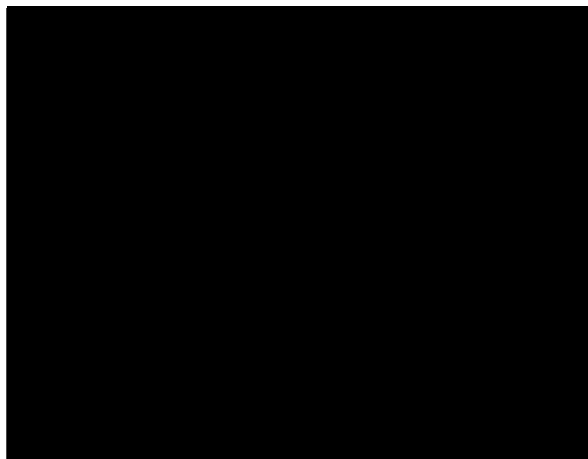
IF TO SHIPPER:

Notices & Correspondence:



Billing:

Payment



or at such other address as the Parties may from time to time designate to one another in writing. Notices sent by certified mail or courier will be deemed provided upon delivery as evidenced by the receipt of delivery. Notices sent by electronic mail will be deemed to have been provided upon the sending Party's receipt of a non-automated response from the recipient or automatic read receipt generated from the recipient's electronic mail provider. Electronic mail copies of all notices and correspondence under this Agreement, including signatures, will constitute original copies of the notice(s) and correspondence and will be as binding on the Parties as the original, as long as there is verification of receipt of the copy.

ARTICLE IX
MISCELLANEOUS

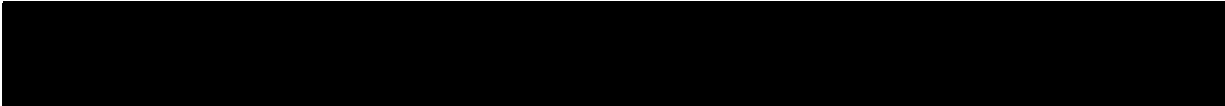
9.1 The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one Party or the other as a result of the preparation, submittal or other event of negotiation, drafting or execution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

9.2 This Agreement is binding upon and will inure to the benefit of the Parties and their respective Successors and assigns. The provisions of this Agreement and the Terms and Conditions shall not impart rights enforceable by any person, firm, or organization not a Party or not a Successor or permitted assignee of a Party.

9.3 This Agreement, including attached exhibits and the Terms and Conditions, constitutes the entire agreement between the Parties covering the subject matter of this Agreement. Thus, 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.

9.4 Shipper shall not be considered or deemed by interpretation of this Agreement to have any rights in, to or through the System.





9.6 Force Majeure shall include events declared as force majeure upstream and/or downstream of the System.


9.7 If Transporter or Shipper waives its rights set forth in the event of the other Party's breach of any provision of this Agreement, then such waiver shall not operate as a waiver of any continuing or future default, whether of a like or different character.

9.8 Shipper shall reimburse Transporter for all Taxes levied upon and/or paid by Transporter that are directly related to the Transportation Service performed under the terms of the Agreement or directly related to Shipper's Gas while the Gas is in Transporter's possession excluding any applicable income tax.

9.9 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, then such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and Conditions; *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 before the finding of such invalidity, illegality or unenforceability.

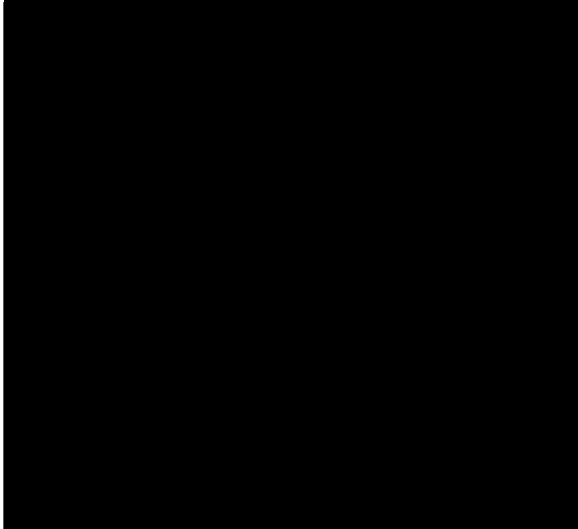
9.10 The Parties recognize that the General Terms and Conditions address certain circumstances in which an Investment Agreement is required in place of or in addition to an Interconnect Agreement; however, based on the configuration of the interconnect facilities, the Parties do not contemplate the necessity for an Investment Agreement.

Signature Page to Follow



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate original by their respective duly authorized legal representatives as of the Effective Date.

SHIPPER:



TRANSPORTER:

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



EXHIBITS

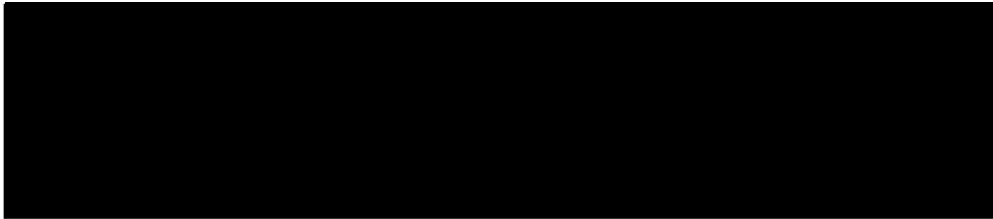
- A – General Terms and Conditions
- B – Receipt Point and Delivery Point
- C – Fees

[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"
FIRM GAS TRANSPORTATION AGREEMENT

[REDACTED]
BETWEEN
KINDER MORGAN GAS NATURAL DE MEXICO, S. de R.L. de C.V.
AND

[REDACTED]
GENERAL TERMS AND CONDITIONS



END OF EXHIBIT "A"

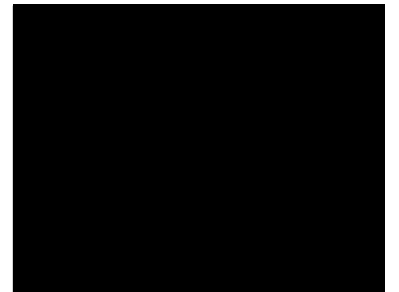


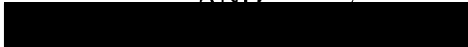
EXHIBIT "B"
FIRM GAS TRANSPORTATION AGREEMENT

DATED



BETWEEN

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



RECEIPT POINT AND DELIVERY POINT

RECEIPT POINTS:

Point Name:	PIN #	Point MDQ
KMMX/KMTP Monterrey Star ["Bob West"] The point at which the Mier-Monterrey Pipeline connects KMTP's pipeline at or near the international border between the United States and Mexico	40564	31,000

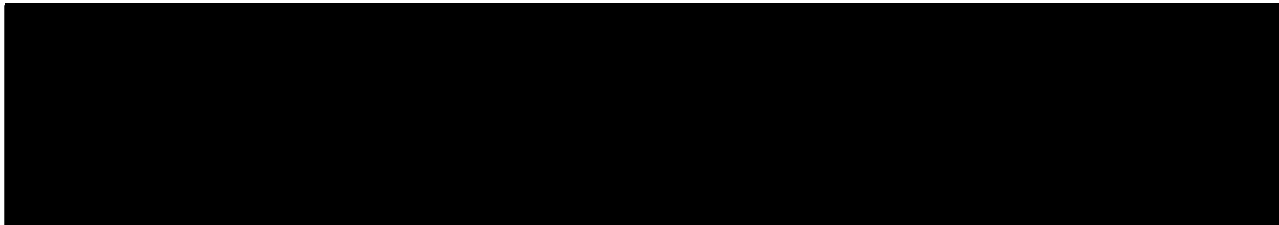
DELIVERY POINTS: [1]

Primary

Point Name:	PIN #	Point MDO
[Redacted]		

Secondary [2]

Point Name:	PIN #	Point MDO
[Redacted]		



END OF EXHIBIT "B"

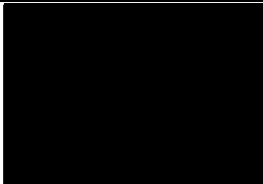


EXHIBIT "C"
FIRM GAS TRANSPORTATION AGREEMENT

[REDACTED]
BETWEEN
KINDER MORGAN GAS NATURAL DE MEXICO, S. de R.L. de C.V.
AND
[REDACTED]

FEES

Monthly Capacity Charge = [REDACTED]

END OF EXHIBIT "C"

