

**Exhibit “E”**

**Open Season Procedure – Natural Gas Transportation**

**Seriousness Letter**

Letterhead of the Issuing Bank

Irrevocable Standby Letter of Credit No. [●]

Date: [●] [●], 20[●]

Kinder Morgan Gas Natural de México, S. de R.L. de C.V.  
Attn: Contract Administration  
Torre General Motors, Avenida Ejército Nacional 843-B, Antara B-1, Piso 7,  
Colonia Granada, Delegación Miguel Hidalgo, C.P. 11520

Dear Sirs,

At the request of our client, [●] (the “Company”), and following its instructions, the credit institution that I represent, known as [●] (the “Issuing Bank”) issues this Irrevocable Standby Letter of Credit (this “Letter of Credit”), in favor of Kinder Morgan Gas Natural de México, S. de R.L. de C.V. (“Transporter”), for the amount of \$10,000 USD (the “Guaranteed Amount”), to guarantee the seriousness of the proposal submitted by the Company and the consequent signature, on a timely basis, of the Firm Gas Transportation Agreement (the “Transportation Agreement”), resulting from the award issued in favor of the Company as of [●], regarding the Open Season Procedure published by Transporter on [●].

This Letter of Credit shall expire thirty (30) calendar days after the deadline to sign Transportation Agreement (the “Expiration Date”).

Subject to the other obligations stated in this Letter of Credit, on or before the Expiration Date, Transporter may request to the Issuing Bank the total payment of the Guaranteed Amount, by means of the submittal of a written request, pursuant to the form attached as Appendix “A” of this Letter of Credit (the “Request for Payment”).

The Issuing Bank shall honor the Request for Payment submitted by Transporter and commits to pay the total Guaranteed Amount, with its own funds, at the sight of such requirement; provided that it is submitted in working days and hours, as established by the Mexican Securities and Exchange Commission; on the understanding that the funds of the Guaranteed Amount shall be available within 48 (forty-eight) hours following to the submittal of the corresponding Request for Payment.

If the Request for Payment does not comply with the requirements established in this Letter of Credit, the Issuing Bank shall notify immediately and in writing to Transporter, at the address mentioned at the beginning of this Letter of Credit, or at any other address that Transporter may indicate, previously and in writing, for that purpose. Such notice shall contain the reason why the Issuing Bank has rejected the Request for Payment and shall return to Transporter the documents attached to such request. In this case, Transporter may submit a new Request for Payment that complies with the terms of this Letter of Credit, either after the first rejection or after subsequent rejections.

The payment to be made by the Issuing Bank to Transporter pursuant to this Letter of Credit shall be performed by means of a wire transfer to the bank account that Transporter indicates in the Request for Payment.

The term of this Letter of Credit shall conclude on the Expiration Date, or on the date that the Issuing Bank has paid to Transporter the total Guaranteed Amount.

The term of this Letter of Credit may be extended for additional and consecutive periods of thirty (30) Working Days counted from the Expiration Date, provided that the Issuing Bank notifies to Transporter the Company's desire to extend the Letter of Credit with at least five (5) Working Days prior to the Expiration Date.

Once the Letter of Credit has expired, Transporter may not submit to the Issuing Bank a Request for Payment, nor shall the Issuing Bank be obliged to make any payment, except as allowed under the International Standby Practices ISP989 (the "ISP989 Rules") issued by the International Chamber of Commerce, Publication No. 590.

All the costs incurred by the Issuing Bank related to the issuance or compliance with this Letter of Credit (including without limitation, the negotiation, payment or extension of the term) shall be paid by the Company, and in no event shall be charged by the Issuing Bank to Transporter.

For all issues not addressed in this Letter of Credit, is shall be governed and interpreted according to the ISP98 Rules and, on a complementary basis, according to federal laws of México. Any controversy arising from this Letter of Credit shall be resolved exclusively before the Mexican federal courts, based in México City.

Sincerely,

[Issuing Bank]  
[Name of the legal representative]  
[Address]

Appendix "A"  
Format of the Request for Payment

México City, as of [●]

[Name of the Issuing Bank]  
[Address of the Issuing Bank]

We make reference to the Letter of Credit No. [●] dated as of [●], issued by the credit institution known as [●], in order to guarantee the seriousness of the proposal submitted by the company [●] in the Open Season procedure for contracting natural gas transportation services, published by Kinder Morgan Gas Natural de México, S. de R.L. de C.V. (“Transporter”) on [●].

In that regard, as legal representative of Transporter, by means of this Request for Payment we represent that the company known as [●] has not kept the seriousness of its proposal as it has failed to comply with its obligation to sign, on a timely basis, the corresponding Transportation Agreement.

Therefore, we respectfully request, in compliance with the Letter of Credit above described, the transfer to Transporter of the total Guaranteed Amount, equal to \$10,000 USD, to the following bank account:

[●][●][●]

Sincerely