



NOTE: The content of this document may suffer revisions as a result of the corresponding review and approval process to be followed with the Energy Regulatory Commission.

7.1.2 FINANCIAL GUARANTEES

The Transporter shall not be required to provide or continue providing Transportation services under these General Conditions, to any Shipper that is declared by a court to be in insolvency (*concurso mercantil*) or bankruptcy, pursuant to the provisions of articles 9 and 167 of the Commercial Reorganization Law (*Ley de Concursos Mercantiles*), or that, after the requirement from the Transporter, fails, within thirty (30) Days, to establish or confirm that it is a person with creditworthiness based on the provisions of this condition. The Transporter shall apply, on a non-discriminatory basis, consistent financial information standards to determine the acceptability of the general financial position of the Shipper. To assist the Transporter to assess the financial position of the Shipper, the latter shall provide the Transporter, as part of the Shipper's Request for Service, a copy of the last three annual audited Financial Statements of the Shipper, and any other equivalent quarterly financial reports issued during such period. In order for the Shipper to be able to request the Transportation services, it shall evidence that it is a person with creditworthiness, having established its rating, or through a long term surety bond or a BBB+ or similar rating (Standard & Poor's).

If Shipper does not establish or maintains its creditworthiness as provided above, it may receive Transportation Services pursuant to these General Conditions, providing the Transporter one of the following guarantees:

- a) FOR FTS:
 - a. A deposit for an amount equivalent to two (2) Months of transportation at a load factor of 100% of the MDA, at the maximum applicable Rate for such service.
 - b. An irrevocable stand-by letter of credit, issued and/or confirmed by a financial institution recognized by the National Banking and Securities Commission (*National Banking and Securities Commission*), for an amount equivalent to two (2) Months of transportation at a load factor of 100% of the MDA, at the maximum applicable Rate for such service.
 - c. A mortgage or pledge, issued by the Shipper or a third party, or a security trust created in favor of the Transporter.
 - d. The execution by a third party that assumes the condition of joint and several debtor regarding the obligations to be acquired between the Shipper and the Transporter, in such a way and under terms as to



guarantee the maximum applicable Rate for such service in compliance with the Shipper's obligations.

e. A surety bond issued by a surety bond institution, duly authorized to operate in Mexico, for an amount equivalent to two (2) Months of transportation at a load factor of 100% of the MDA, at the maximum applicable Rate for such service.

f. A security trust created in a Mexican credit institution deposit for an amount equivalent to two (2) Months of transportation at a load factor of 100% of the MDA, at the maximum applicable Rate for such service.

b) FOR ITS (when the Transporter offers such service):

a. A deposit for an amount equivalent to two (2) Months, or the duration of the ITS Agreement, whichever is less, of transportation at a load factor of 100% of the MDA, at the maximum applicable Rate for such service.

b. An irrevocable stand-by letter of credit, issued and/or confirmed by a financial institution recognized by the National Banking and Securities Commission for an amount equivalent to two (2) Months, or the duration of the ITS Agreement, whichever is less, of transportation at a load factor of 100% of the MDA, at the maximum applicable Rate for such service.

c. A mortgage or pledge, issued by the Shipper or a third party, or a security trust created in favor of the Transporter, for an amount equivalent to two (2) Months of transportation at a load factor of 100% of the MDA, at the maximum applicable Rate for such service.

d. The execution by a third party that assumes the condition of joint and several debtor regarding the obligations to be acquired between the Shipper and the Transporter, in such a way and under terms that reach for an amount equivalent to two (2) Months of transportation at a load factor of 100% of the MDA, at the maximum applicable Rate for such service.

e. A surety bond issued by a surety bond institution, duly authorized to operate in Mexico, for an amount equivalent to two (two) Months, or the duration of the ITS Agreement, whichever is less, of transportation at a load factor of 100% of the MDA, at the maximum applicable Rate for such service.

The Financial Guarantees shall remain in force, at least, during a term of three (3) months following the termination date of the Agreement.

With regard to the acceptability of the financial institutions mentioned in this Condition, the Transporter may reject a financial institution only with cause.



If the creditworthiness of a Shipper deteriorates during the term of the Agreement, the Transporter may request new or additional Financial Guarantees, which shall be provided within a term of ten (10) Business Days following the date in which the Transporter requires it.

The Transporter shall have the right to refuse to provide or continue the service to Shippers that do not provide adequate Financial Guarantees, pursuant to the provisions of this Condition.

...

8. ALLOCATION OF CAPACITY ON A FIRM BASIS

The Transporter shall assign the capacity of the System pursuant to the terms and conditions set forth in this Condition.

8.1 ALLOCATION OF AVAILABLE CAPACITY

The Available Capacity of Transportation, which does not result from an expansion or extension, shall be distributed through the development of an Open Season in terms of the following clause. If no Open Season is carried out, the Transporter shall justify to the CRE the reasons why it did not conduct it and, if the CRE authorizes it, the capacity shall be allocated on a "first come, first serve" basis, determined based on the date of the request for service, to the Shippers that comply with the requirements of these GT&C. In the event that there were two or more Requests for Service with the same date, the Transporter shall assess each request based on the contractual terms and the requested capacity, and it shall assign the Available Capacity among the requests for service that offer the greater net present value, on the basis of volume, rate, and term.