



FIRM BASIS TRANSPORTATION SERVICES MODEL AGREEMENT

THIS FIRM BASIS TRANSPORTATION SERVICES AGREEMENT (the "Agreement") entered into on _____, _____, _____.

BY AND BETWEEN:

Midstream de Mexico, S. de R.L. de C.V., a company organized under the laws of the United Mexican States ("Midstream de Mexico"), and _____, a company organized under the laws of the United Mexican States, ("Shipper").

REPRESENTATIONS

Midstream de Mexico, S. de R.L. de C.V. (Midstream de Mexico) is owner of, and operates a Natural Gas pipeline system, which extends from Colombia, State of Nuevo Leon, to Escobedo, State of Nuevo Leon.

The Shipper has fully fulfilled with the requirements or Midstream de Mexico has exempted the Shipper fulfillment of certain of the requirements established in Condition 7 of the General Conditions of Midstream de Mexico, and

The Shipper has requested, and Midstream de Mexico has accepted, to transport the Natural Gas Amounts that the Shipper, or a third party on behalf of the Shipper, shall deliver in the Receipt Point(s) described in Condition 3.2 of this Agreement ("Receipt Point(s)"), to the Delivery Point(s) mentioned in Condition 3.1 of this Agreement ("Delivery Point(s)"), pursuant to the terms and conditions of this Agreement and the General Conditions of Midstream de Mexico.

NOW THEREFORE, and based on the precedent representations, the parties agree as follows:

CLAUSE I – COMMENCEMENT OF THE SERVICE

1.1 Midstream de Mexico agrees to have the facilities required in order to transport the Amounts provided in this Agreement ("Necessary Capacity") approximately _____, _____, _____, or as soon as possible after that date.



Midstream de Mexico shall notify the Shipper ("Prior Notice") with ten (10) days in advance, with respect to the date on which it estimates to have the Necessary Capacity. Midstream de Mexico shall notify the Shipper ("Notice of Midstream de Mexico") the date of availability of the Necessary Capacity, in the understanding that the services provided in this Agreement shall not be rendered before the date on which the Necessary Capacity is, actually, available.

1.2 The Commencement Date of the services provided in this Agreement ("Commencement Date") shall be the first of the month following the date on which the Shipper receives the Notice of Midstream de Mexico.

At least (5) days before the Commencement Date, pursuant to Condition 1.2 of this Agreement, the Shipper shall communicate Midstream de Mexico its best forecast with respect to the Nomination (in accordance to Condition 11 of the General Conditions), for the first seven (7) days of service under the Agreement.

CLAUSE II – NATURAL GAS TO BE TRANSPORTED

2.1 Subject to the provisions of this Agreement and the General Conditions thereof, Midstream de Mexico shall provide the Shipper the transportation service of Natural Gas as of the Commencement Date until _____, _____, for an amount that shall not exceed _____ MMBtu/day (Daily Maximum Amount), with a Natural Gas delivered by the Shipper which shall have a Higher Calorific Value not less than _____ Btu/Mcf.

CLAUSE III – RECEIPT POINT(S) AND DELIVERY POINT(S)

3.1 The Delivery Point(s) of this Agreement shall be specified in Exhibit "1", attached hereto as an integral part of hereof.

3.2 The Receipt Point(s) of this Agreement shall be specified in Exhibit "1", attached hereto.

CLAUSE IV - RATES

4.1 The Shipper shall pay all the transportation services under this Agreement, as of the Commencement Date and in accordance to the Rate List that is part of the General Conditions of Midstream de Mexico as Exhibit A, as it is current.



CLAUSE V- EFFECTIVE TERM OF THE AGREEMENT

5.1 This Agreement shall be effective as of the date it is executed and shall remain effective until

_____, _____.

CLAUSE VI - NOTICES

6.1 Any amendment, application or requirement ("Notice") agreed between the parties shall be made pursuant to Condition 24 of these General Conditions of Midstream de Mexico. The Shipper appoints the following address and fax for purposes if any Notice that the Transporter makes to the Shipper.

[Address and fax number of the Shipper]

CLAUSE VII - MISCELLANEOUS

7.1 Amendments. The General Conditions of Midstream de Mexico, and any modifications thereof approved by the CRE, are incorporated by reference into this Agreement and are part thereof. Therefore, any operation carried out under this Agreement shall be subject to the provisions included herein and to the provisions contained in the General Conditions. Midstream de Mexico shall notice the Shipper about any amendment to the General Conditions as considered by CRE ("Amendments") and shall provide a copy of such Amendments to the Shipper.

7.2 Headings. The headings used in this Agreement and in the General Conditions have been included only for purposes to ease the readings of such documents, and under no circumstance, shall be deemed or used to interpret the terms or the provisions included therein, nor qualify, modify or explain the effect of such provisions or terms.

7.3 Applicable law. This Agreement shall be construed, executed and governed in accordance to the laws of the United Mexican States.



7.4 Dispute Resolution: Governing Law. The parties agree to submit any dispute, controversy or claim arising out of or in connection with the Agreement, including without limitation the formation, validity, enforceability or termination of the Agreement and of this agreement to arbitrate, which cannot be settled amicably by the parties shall be referred to and finally resolved exclusively through binding arbitration under the Arbitration Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this Agreement. The number of arbitrators shall be three. The two arbitrators nominated by the parties shall, following their appointment, nominate the third and presiding arbitrator, and they may consult with their respective nominating party in making the said nomination. The arbitration shall be conducted, and the award rendered solely in the English language. The seat, or legal place, of arbitration shall be Houston, Texas. This Agreement will be interpreted, construed and governed by the Federal laws of Mexico.

IN VIRTUE OF THE FOREGOING, the parties execute this Agreement on the date set forth in the preamble of this Agreement.

Midstream de Mexico, S. de R.L. de C.V.

By:

Shipper

By: