

PETROLEUM PRODUCTS FIRM TRANSPORTATION SERVICES AGREEMENT (THE “AGREEMENT”) ENTERED INTO BY AND BETWEEN SISTEMA DA, S. DE R.L. DE C.V. (THE “CARRIER”) AND _____ (THE “SHIPPER”), PURSUANT THE FOLLOWING REPRESENTATIONS AND CLAUSES.

REPRESENTATIONS

- I. The **Carrier** represents that:
 - a) It's a company duly incorporated and organized pursuant the laws of Mexico;
 - b) Its representative herein has enough power and authority to enter into this Agreement on its behalf, authority that has not been revoked or modified at the date;
 - c) On [*, it received from Shipper a request for petroleum products firm transportation services (the “Request”), through which the Shipper requested the transportation of the petroleum products specified in such Request (the “Petroleum Products”), through the Poliducto del Norte pipeline system (the “System”). The Request is attached herein as **Schedule “A”** of this Agreement.
 - d) It shall obtain all governmental authorizations needed to render such services before commencement of the services subject to this Agreement.
 - e) It has the necessary technical, operative and financial resources to fulfill its obligations under this Agreement; and
 - f) The execution and performance of this Agreement by the Carrier is not, and will not be contrary to , or result in the breach of any obligation of Carrier to any law, regulation, judgment or any other legislative or administrative act; and
 - g) Carrier relied on the truthfulness and accuracy of the representations and warranties made by Shipper in this Agreement as part of its decision to enter this Agreement.

- II. The **Shipper** represents that:
 - a) It is a company duly incorporated and organized pursuant the laws of Mexico;
 - b) Its representative herein has enough power and authority to enter into this Agreement on its behalf, authority that has not been revoked or modified at the date;
 - c) It wants to contract the services of Carrier so that the latter transports the Petroleum Products, through the System, from the Receipt Point to the Delivery Point;
 - d) The execution and performance of this Agreement by the Shipper is not, and will not be contrary, or will result in the breach of any obligation of Shipper or to any law, regulation, judgment or any other legislative or administrative act; and

- e) The Petroleum Products to be transported through the System will be owned by the Shipper and the Shipper represents that will acquire them through legal means; and
- f) Shipper relied on the truthfulness and accuracy of the representations and warranties made by Carrier in this Agreement as part of its decision to enter this Agreement.

Given the foregoing representations, the parties execute this Agreement, pursuant the following:

CLAUSES

FIRST. DEFINITIONS.

The parties agree that capitalized terms used in this Agreement that are not defined herein shall have the meaning given to them in the GTC (as such term is defined in Clause Seven).

SECOND. PROVISION OF THE TRANSPORTATION SERVICES.

Upon the execution of this Agreement and subject to Clause Third herein, the Carrier shall:

- a) Receive the Petroleum Products that are delivered by the Shipper at the Receipt Point (as such term is defined in Clause Six);
- b) Transport them through the System; and
- c) Deliver the Petroleum Products to the Shipper at the Delivery Point (as such term is defined in Clause Six).

The parties agree that the rendering of such transportation services (the “Services”) is subject to all rights and obligations established in the GTC approved by the Energy Regulatory Commission (“CRE”), as these continue to be valid, and which are reproduced herein as if they were inserted, including, in its case, any agreed special conditions.

Subject to the Third Clause, the Shipper shall pay the compensation established in this Agreement or in the GTC, as applicable, for the Services, and shall take all Petroleum Products transported by the Carrier from the Receipt Point to the Delivery Point.

In this respect, and considering that the Services are rendered under the “Firm Transportation” mode, the Carrier, subject to the conditions in this Agreement and in the GTC, shall commit a capacity equal to [*]¹ in the System, in favor of the Shipper.

THIRD. BEGINNING OF SERVICES.

The parties agree that, subject to the conditions precedent described in the following paragraph, the Services shall begin on March 31st, 2018 (the “Commencement Date”). The effects of this Agreement shall initiate on the Commencement Date, subject to the fulfillment of the following conditions precedent.

By virtue of the foregoing, the parties agree that the obligation of Carrier to begin the Services on the Commencement Date, as well as all the effects and obligations of this Agreement shall be subject to the following conditions precedent.

¹ Capacity to be defined case by case, in accordance with the corresponding requests for services.

Poliducto del Norte

- (i) That the relevant governmental authorities issue all authorizations and permits necessary for the Carrier to develop, construct and operate the System, and render the Services. The aforementioned authorizations and permits will include, but are not limited to: (i) the open access petroleum products transportation permit to be issued by the CRE; (ii) the authorization of the GTC to be issued by the CRE; (iii) the authorization of the maximum rates for the System by the CRE; and (iv) the federal (such as the corresponding environmental impact authorization), state and municipal permits needed for the construction and operation of the System; and
- (ii) That all rights for the surface use and occupation needed for the development and construction of the System are granted to the Carrier by the owners or title holders of the land where the System will be developed and constructed. Such rights of the surface use and occupation may be documented through leases, rights of way, easements, usufructs, purchases, surface occupation agreements or any other legal acts permitted by the Hydrocarbons Law.

In case such conditions precedent are not fulfilled within 24 (twenty four) months following the Commencement Date and unless otherwise agreed by the Parties, any party may terminate this Agreement, without any kind of liability and through notice sent to the other party with at least 15 (fifteen) working days before the effective date of termination. The parties agree that the Carrier and the Shipper shall, each one, release the other party of any and all obligations under this Agreement.

Likewise, when the conditions precedent mentioned in this Clause have been fulfilled, the Carrier shall notify the Shipper of such situation, together with the date in which the Services will begin, which shall not exceed 30 (thirty) calendar days following the mentioned notice (the "Effective Commencement Date"). In that regard, the parties agree that if the conditions precedent set forth in this Clause are fulfilled before the Commencement Date, the Parties may agree in writing that the rendering of Services begins earlier.

FOURTH. TERM.

This Agreement shall be valid from the Effective Commencement Date of Services and shall continue to be valid for a term of [*], from the Effective Commencement Date of Services, except for the situations described on paragraphs third and fourth of this Clause, Clause Fifth and Clause Twelfth.

The term of this Agreement may be extended in accordance with the GTC (as such term is defined in Clause Seven).

In case that, prior to the Commencement Date, the Carrier decides not to construct the System, the Carrier shall notify the Shipper of such decision and this Agreement shall be terminated automatically with no responsibility for any of the parties, except to the obligation of Carrier to return and/or cancel the guaranties provided by Shipper under the terms of Clause Five and the provisions contained in the following paragraph. Likewise, the Carrier shall return and/or cancel the guaranties in case this Agreement is terminated if the conditions precedent agreed in Clause Three are not fulfilled.

By virtue of the foregoing, the parties agree that, in case the Carrier decides not to construct the System before the Commencement Date, it shall, in addition to returning or cancelling the guaranties

provided by the Shipper, reimburse the Shipper all costs and expenses incurred by Shipper as a consequence of the execution of this Agreement. In this regard, the parties agree that the Carrier shall only reimburse the Shipper such costs and expenses that are legally demonstrated, documented and directly related to the execution of this Agreement, which shall not exceed an amount equal to USD \$50,000.00 (Fifty thousand Dollars United States of America currency). Likewise, the parties agree that the Carrier shall not be obliged to reimburse the mentioned costs and expenses in case that all or a part of the System is not constructed or this Agreement is terminated as a consequence of: (i) force majeure events; or (ii) the partial or total construction of the System is not economically viable as set forth in the Administrative General Provisions issued by the Energy Regulatory Commission on open access and transportation services through pipelines and storage services of petroleum products and petrochemicals, published on January 12th, 2016 in the Official Gazette.

FIFTH. GUARANTEES.

The parties agree that within 5 (five) calendar days following the execution of this Agreement, the Shipper shall deliver to Carrier the guaranty described in **Schedule “B”** of this Agreement.

When all obligations of Shipper under this Agreement are totally complied with, the Carrier will return the corresponding guaranty and shall perform all reasonable acts to cancel such guaranty.

The parties agree that, in case that the terms of the guaranty presented by the Shipper under this Clause are not consistent with the GTC (as such term is defined in Clause Seven) approved by the CRE, the parties agree to modify the terms of the aforementioned guaranty so that same is consistent with the GTC. The guaranty may also be modified if there is any re-negotiation of the applicable rates to this Agreement, pursuant the provisions of the Open Season Notice issued by Carrier on [*] and published in [*].

SIXTH. DELIVERY AND RECEPTION POINTS.

The Petroleum Products will be received by the Carrier in the following receipt point: _____ (the “Receipt Point”) and will be delivered to the Shipper after being transported through the System in the following delivery point: [_____] (the “Delivery Point”).

SEVENTH. GTC.

The parties agree that their legal and commercial relationship will be governed by the general terms and conditions of services (“GTC”) approved by the CRE before the System begins operations and by the provisions of this Agreement. In case of inconsistencies between the provisions of the GTC and this Agreement, the parties agree that the provisions of the GTC will prevail.

EIGHTH. TARIFF RATES AND CHARGES.

The Shipper shall pay to the Carrier the tariff rates set forth in **Schedule “C”** of this Agreement.

NINTH. NOTIFICATIONS.

Any notice performed in accordance with this Agreement, to be deemed as valid, shall be made in writing delivered in person to the other party with receipt confirmation, or through courier services with receipt confirmation, or through electronic mail, and shall be made in the following addresses and electronic addresses:

If to the Shipper:
[*]

If to the Carrier:
[*]

The parties may change their addresses upon fifteen calendar days prior notice.

TENTH. MODIFICATIONS.

Any modification to the GTC approved by the CRE shall be automatically incorporated to this Agreement and shall be part of the same. The Carrier shall notify the Shipper when it submits any modification of the GTC before the CRE and shall provide a copy of such modifications to the Shipper on a timely manner.

ELEVENTH. ASSIGNMENT.

The parties agree that they may assign their obligations and rights under this Agreement in accordance with the provisions of the GTC. Notwithstanding the foregoing, the Shipper shall not assign its rights and obligations to third parties before the Effective Commencement Date of Services, unless agreed in writing by the parties.

TWELFTH. HEADLINES.

The headlines used in this Agreement and in the GTC will only be used to facilitate the references to the clauses. Only the express text of each clause will be considered to determine the obligations of each party pursuant this Agreement and the GTC.

THIRTEENTH. APPLICABLE LAW.

This Agreement shall be constructed, executed and governed in accordance with the federal laws of Mexico.

FOURTEENTH. DISPUTE RESOLUTION.

All disputes arising out of this Agreement or related to it will be resolved in accordance with the provisions of the GTC.

IN WITNESS THEREOF, the Parties execute this Agreement in [____], on [____] of [____].

THE "CARRIER"
SISTEMA DA, S. DE R.L. DE C.V.

THE "SHIPPER"
[x]

By: [X]
Legal Representative

By: [X]
Legal Representative

Schedule “A” of the Petroleum Products Firm Transportation Services Agreement entered into by and between Sistema DA, S. de R.L. de C.V. (the “Carrier”) and _____ (the “Shipper”).

Copy of the Request for Services

Schedule “B” of the Petroleum Products Firm Transportation Services Agreement entered into by and between Sistema DA, S. de R.L. de C.V. (the “Carrier”) and _____ (the “Shipper”).

Guaranty to be presented by the Shipper

In this regard, the parties agree that the guaranty that the Shipper must provide to the Carrier shall comply with the following:

1. In case the Shipper has an investment grade of BBB+ (Standard & Poors or its equivalent, in case any other credit grading agency issues such investment grade) it may be agreed that a third party (including without limitation affiliates, subsidiaries or parent company of Shipper with the same investment grade) undertakes a joint and several obligation with respect to the obligations of Shipper under this Agreement; in case that the Shipper decides not to provide such joint obligation pursuant the foregoing, it may provide a letter of credit pursuant the following paragraph; or
2. In case the Shipper doesn't have an investment grade or the same is less of BBB+ (Standard & Poors or its equivalent, or in case any other credit grading agency issues such investment grade), the Shipper shall present, in terms of this clause, an irrevocable standby letter of credit (pursuant ISP 98), for an amount equal to the agreed compensations for the transportation services estimated with the agreed rates in this Agreement and the corresponding compromised volume of [_____]²

² Include the number of the total months equivalent to the half of the agreement term.

Schedule “C” of the Petroleum Products Firm Transportation Services Agreement entered into by and between Sistema DA, S. de R.L. de C.V. (the “Carrier”) and _____ (the “Shipper”).

Rates