

MEMO

TO: Boone Nerren
MXTREP #1 LLC

FROM: Carolina Rodriguez
Patrick J. Kelly

DATE: September 12, 2017

RE: Summary of Articles/Bylaws of MXTREP IMPORTER MEXICO

Following is a summary of the substantive provisions of the deed containing articles and bylaws for a Mexican limited liability company (the "Company") formed as a subsidiary of MXTREP #1, LLC.:

1. Purpose of the Public Deed. To form the Company on behalf of the entities MXTREP #1, LLC. ("MXTREP 1") and MXTREP #2, LLC. ("MXTREP 2").

2. Formation of Company. The legal representative of MXTREP 1 and MXTREP 2 appears before the notary to form the Company to be governed pursuant to the following articles and bylaws:

Article 1 – Name: MXTREP IMPORTER, Sociedad de Responsabilidad Limitada or, abbreviated, MXTREP IMPORTER, S. de R.L. de C.V.

Article 2 – Corporate Domicile: Monterrey, Nuevo León

Article 3 – Purpose: To manufacture, buy, sell, import, export, distribute and commercialize all types of energy, and to perform any act related to such activities.¹

Article 4 – Term: Perpetual duration.

Article 5 – Nationality: Mexican. Under Mexican law, all foreign members agree to consider themselves as Mexican nationals regarding their ownership in the Company and any rights or obligations arising out of any transactions in which the Company is a party. Foreign members also agree not to invoke the protection of their government. If they do, they will lose their ownership in the Company to the benefit of the Mexican nation.

Article 6 – Capitalization: The Company has a minimum fixed capital of \$1,000 Mexican pesos, but also has unlimited "variable" capital, which may be modified at any time. The variable capital is currently \$0.

Article 7 – Membership Units: Each member will have one membership unit with a value equal to the amount of capital subscribed by such member. Each member's rights with respect to the

¹ Article 2 in the Spanish document is quite extensive because under Mexican law companies can only perform those activities that are specifically listed within its purpose and authorities in Mexico sometimes deny permits or authorizations if they do not see a specific activity listed.

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Company will be in proportion to the capital subscribed by such member. Acquisition of a membership unit implies acceptance of the Articles and Bylaws of the Company.

Article 8 – Member Register: The Company will keep a member register that includes all members' names, nationalities, and addresses along with their respective capital contributions. Only those registered in this book will be recognized as members of the Company.

Article 9 – Transfer of Membership Units: No member may transfer its ownership interest without the prior consent of members representing a majority of the membership units. Members have a right of first refusal to purchase any membership interest being transferred by other members. Any member making a transfer of units must follow the procedures set forth in Article 9 of the Articles and Bylaws; otherwise, the transfer would be invalid and the transferor would no longer be able to participate in the administration of the Company. The procedures set forth in Article 9 need not be followed if the members of the Company have unanimously approved the transfer in writing.

Article 10 – Increases and Decreases of Capital: The members must approve any increase or decrease in the Company's capital and such increase or decrease must be performed in accordance with the procedures set out by the Bylaws. The members have a preferential right to subscribe any units issued pursuant to any increase in the Company's capital. The capital may not be reduced below \$1,000 Mexican pesos.

Article 11 – Managers: The Company will be managed by one or more managers. If more than one manager is appointed, then the managers must act as a board. The managers will serve until their respective replacements are appointed and such persons accept their appointment. The members may appoint substitute managers to act in the event the managers are unavailable.

Article 12 – Board Meetings: The board of managers shall meet as necessary. The managers may participate in the meetings by person or by phone. A majority of the managers will constitute a quorum and decisions will be taken by a majority of all members of the board. Written action in lieu of a meeting is allowed if the action is approved by all members of the board.

Article 13 – Authority of the Managers: The sole manager or the board, as the case may be, has the authority to manage and represent the Company in all matters, and the sole manager or the board has a broad power of attorney to represent the Company in all matters, provided that if the Company is managed by a board the authority granted to the board must be exercised by a majority of the managers. The sole manager or the board has those powers included in general powers of attorney for lawsuits and collections, administrative acts, administrative acts relating to labor matters, and acts of ownership. In addition, the sole manager or the board has the power to issue commercial paper, to execute and implement actions taken by the members in any meeting of the members, and to grant powers of attorney on behalf of the Company.

Article 14 – Member Meetings: The members represent the highest authority of the Company. There must be at least one members' meeting within the first 4 months of each year. Member meetings can be called by the manager(s) or by members representing at least 1/3 of the issued capital of the Company. Notice for the meeting must be sent at least 15 days prior to the meeting by

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reputable courier such as Federal Express, UPS or DHL. No notice is necessary if all members are present at the meeting and agree to discuss all points on the agenda. Each member will have one vote for each one peso of capital subscribed. For all members' meetings, regardless of the nature of the matters to be addressed at the meeting and whether it the meeting is being held by virtue of a first or subsequent call, members representing at least 51% of the total capital must be present to have quorum, and decisions will require the affirmative vote of members representing at least 51% of the issued capital of the Company. Members may attend the meeting in person or by proxy. Written action in lieu of meeting is allowed if the written action is approved by all members.

Article 15 – Fiscal Year: The Company's fiscal year ends on December 31 of each year.

Article 16 – Financial Reports: Within 3 months following the end of each fiscal year, the managers must present a financial report that will be submitted to the members at the annual members meeting for approval.

Article 17 – Allocation of Profits and Losses: After the Company has paid off expenses and taxes and set aside (i) 5% of the profits for capital reserves (until such reserves reach a value equal to 20% of the paid-in capital) and (ii) any amount the Company wants to reinvest, any remaining profits will be distributed to the members according to their ownership interest. Any losses will be allocated between the members in proportion to their ownership interest up to the amount of capital subscribed by each.

Article 18 – Dissolution: The Company will be immediately dissolved upon agreement of all members or in the events provided by applicable law.

Article 19 – Liquidation: After the Company is declared in dissolution, the Company will be liquidated by the trustee(s) appointed by the members according to the process set forth in Article 19.

Article 20 – Jurisdiction: All controversies will be resolved by the courts located in Monterrey, Nuevo Leon, México.

Transitory Articles:

The founding members took the following initial resolutions:

1. *Capital:* The minimum fixed capital of the Company is \$1,000 Mexican pesos, subscribed and paid as follows:

MXTREP 1: one membership unit worth \$990 Mexican pesos (99% ownership).

MXTREP 2: one membership unit worth \$10 Mexican pesos (1% ownership).

For a total of 2 subscribed and paid membership units with a total value of \$1,000 Mexican pesos.

2. *Board of Managers*: The initial member of the board of managers shall be Dike Boone Nerren. The sole manager is granted those powers of attorney described in Article 3 of the Bylaws, provided that such powers of attorney will terminate automatically upon revocation of his appointment.

3. *Powers of Attorney*: The company's accountant, Ricardo Rodriguez Barrera, is granted general powers of attorney with the authority described in paragraphs A., B., C., and D. below, without a dollar limitation, but subject to the following limitations: The grantee may not perform any of the following actions: (a) actions that may be considered acts of ownership; (b) guarantee obligations assumed by third parties; (c) sell, lien, mortgage, or in any other form transfer or affect any of Company's rights or assets; or (d) request or guarantee loans. The authority granted may not be delegated. Each grantee may exercise his powers individually.

A. GENERAL POWER OF ATTORNEY FOR LAWSUITS AND COLLECTIONS to appear before any party and any judicial, administrative, civil, criminal or labor authority, be it federal, state or municipal, with general and special authorizations as required by law, pursuant to the provisions in the first paragraph of Article 2554 two thousand five hundred fifty four of Mexico's Federal Civil Code and its correlated sections in the states' statutes, with all the general and special powers that require special clause according to the law, including those referenced in Article 2587 two thousand five hundred eighty seven of Mexico's Federal Civil Code and its correlated sections in the states' statutes; expressly authorizing each of them to take and respond to depositions in the Company's name, whether in court or out of court, to settle, compromise in arbitration or mediation, recuse, and with the broadest of powers, the grantees are authorized to file complaints, disputes, and accusations as well as to constitute themselves as assistants of the Public Prosecutor, grant pardons and in general to initiate, continue and conclude, as they see fit, all kinds of lawsuits, appeals, arbitrations, and in general procedures of any order; and they are also authorized to file and withdraw constitutional challenges, pursue, act, offer proofs, formulate arguments, file appeals, file all kinds of documents and hear and receive notifications.

B. GENERAL POWER OF ATTORNEY FOR ADMINISTRATIVE ACTS IN LABOR MATTERS to appear on behalf of the Company before the Local and Federal Conciliation and Arbitration Committees, before all types of authorities, be they Administrative or Judicial, Federal or of the States or Municipalities, and, in general, before all types of persons or entities, whether public or private, and other authorities to represent the Company with regard to labor, social welfare or social security matters or claims. These powers are illustrative and not limiting. The attorneys-in-fact- are granted authority to act before any unions with which the Company has entered into a collective bargaining agreement and to represent the Company in all types of individual labor disputes. In general, the attorneys-in-fact are authorized to intervene in all types of employer-employee matters and to exercise this power before any labor or social welfare authority, including the matters contemplated by Articles 11, 46, 47, 132, 523, 692, 786, 787, 788, 866, 873, 874, 876, 877, 878, 879, 880, 883, 884, and others of the Federal Labor Law. This power of attorney authorizes the grantees to propose or negotiate settlement agreements, enter into transactions, make all types of decisions, negotiate and enter into employment agreements, and to act on behalf of the Company in all trials and labor processes and before any authority as well as to enter into and terminate employment agreements. The grantees will be able to file and withdraw constitutional challenges, pursue, act,

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offer proofs, formulate arguments, file appeals, file all kinds of documents and hear and receive notifications.

C. GENERAL POWER OF ATTORNEY FOR ADMINISTRATIVE ACTS under the terms of the second paragraph of Article 2554 two thousand five hundred fifty four of Mexico's Federal Civil Code and its correlated sections in the states' statutes, being authorized to administer the Company's assets and affairs, with all the general and special authority, including that which may require special clause.

D. Authority to issue, sign, grant, endorse, deliver and guarantee and in any other manner negotiate commercial paper and to bind the Company in such transactions pursuant to the terms of Article 9 of Mexico's General Law of Commercial Paper and Credit Operations.

Jose Maria Esquivel Cardona, Patrick Joseph Kelly, Luis Guillermo Resendiz Nieves and Carolina Rodriguez Iga are granted the following powers of attorney:

- A. GENERAL POWER OF ATTORNEY FOR ADMINISTRATIVE ACTS.
- B. GENERAL POWER TO APPEAR BEFORE MEXICAN AUTHORITIES.
- C. GENERAL POWER TO PROCESS AND REGISTER THE COMPANY AND MEMBERS BEFORE THE AUTHORITY.