

**LEYENDA DE CLASIFICACIÓN
VERSIÓN PÚBLICA DE DOCUMENTO**

“MEMORANDUM OF UNDERSTANDING AMONG BANCO NACIONAL DE OBRAS Y SERVICIOS PÚBLICOS, S.N.C., INSTITUCIÓN DE BANCA DE DESARROLLO, BANOBRAS, AS TRUSTEE OF THE TRUST NUMBER 1936, THE NATIONAL INFRASTRUCTURE FUND, INTER- AMERICAN DEVELOPMENT BANK AND JAPAN BANK FOR INTERNATIONAL COOPERATION THE INTERNATIONAL ARM OF JAPAN FINANCE CORPORATION”

TIPO DE INFORMACIÓN: Confidencial.

TIPO DE CLASIFICACIÓN: Parcial (Versión Pública) del documento denominado “Memorandum of understanding among Banco Nacional de Obras y Servicios Públicos, S.N.C., Institución de Banca de Desarrollo, Banobras, as Trustee of The Trust number 1936, The National Infrastructure Fund, Inter-American Development Bank and Japan Bank for International Cooperation The International arm of Japan Finance Corporation.”

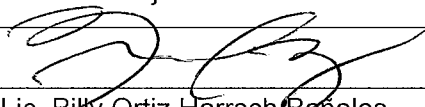
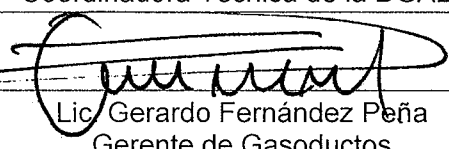
CONTENIDO DEL DOCUMENTO: Documento que consta de 1 carátula y 6 páginas.

INFORMACIÓN CLASIFICADA: Se reserva información **parcial** del documento antes referido, por contener información relativa a nombres y firmas de Instituciones Privadas, correos electrónicos, números telefónicos y domicilios, de conformidad con el siguiente cuadro:

Número de página.	Secciones a testar.	Motivos de clasificación.
4	7 líneas	Contienen un domicilio de una Institución Privada, números telefónicos y correo electrónico.
6	2 cuadros	Contienen nombres y firmas de personas de Instituciones Privadas.

FUNDAMENTO LEGAL: En el caso de información confidencial, sirven de fundamento la fracción I del artículo 113 de la LFTAIP y 116, primer párrafo de la LGTAIP, en correlación con el Trigésimo Octavo de los *Lineamientos Generales en materia de clasificación y desclasificación de la información, así como para la elaboración de versiones públicas.*

PERIODO DE RESERVA: Sin plazo.

Nombre del área que clasifica:	Dirección General Adjunta de Banca de Inversión
Nombre y firma del Titular del área:	 Lic. Billy Ortiz Harrsch Bañales Coordinadora Técnica de la DGABI
Nombre y firma de quien clasifica:	 Lic. Gerardo Fernández Peña Gerente de Gasoductos
Fecha y número de acta de la Sesión del Comité de Transparencia donde se aprobó la versión pública	Décima Sesión Ordinaria 9 de Noviembre de 2017

MEMORANDUM OF UNDERSTANDING

among

BANCO NACIONAL DE OBRAS Y SERVICIOS PÚBLICOS, S.N.C.,
INSTITUCIÓN DE BANCA DE DESARROLLO ("BANOBRAS"),

BANOBRAS, AS TRUSTEE OF THE TRUST NUMBER 1936, THE NATIONAL
INFRASTRUCTURE FUND ("NIF"),

INTER-AMERICAN DEVELOPMENT BANK ("IADB")

and

JAPAN BANK FOR INTERNATIONAL COOPERATION
THE INTERNATIONAL ARM OF JAPAN FINANCE CORPORATION ("JBIC")

DECEMBER 8, 2010

MEMORANDUM OF UNDERSTANDING

among

BANCO NACIONAL DE OBRAS Y SERVICIOS PÚBLICOS, S.N.C.,
INSTITUCIÓN DE BANCA DE DESARROLLO ("BANOBRAS"),

BANOBRAS, AS TRUSTEE OF THE TRUST NUMBER 1936, THE NATIONAL
INFRASTRUCTURE FUND ("NIF"),

INTER-AMERICAN DEVELOPMENT BANK ("IADB")

and

JAPAN BANK FOR INTERNATIONAL COOPERATION
THE INTERNATIONAL ARM OF JAPAN FINANCE CORPORATION ("JBIC")

ARTICLE 1:
PREAMBLE

BANOBRAS, on its own; BANOBRAS, as trustee of the NIF, in implementing of the Agreement "CT/3A ORD/7 SEPTIEMBRE 2010/ XII", issued by its Technical Committee, in order to analyze the possible involvement in the creation of a private equity fund; the IADB; and JBIC (collectively referred to as the "Parties" and each individually as a "Party");

DESIRE to strengthen their mutual relationship through this Memorandum of Understanding ("MOU"), by promoting environment-related projects in Mexico through relevant financing programs to be determined by the Parties;

SUPPORT each Party's applicable environmental policies and Greenhouse Gas (GHG) reduction programs, including JBIC's new facility of Global Action for Reconciling Economic Growth and Environmental preservation ("GREEN") launched in April 2010, which aim to promote energy efficiency and climate change mitigation and adaptation projects through various investments.

RECOGNIZE that climate change is a global challenge, representing, in the medium and long term, one of the greatest threats to economic development and human welfare.

REALIZE that Mexico offers attractive investment opportunities in the environmental sector that must be prompted through creative financial solutions and new sources of capital.

THEREFORE AGREE to the following:

ARTICLE 2:
SCOPE OF COOPERATION AMONG THE PARTIES

1. The Parties, subject to their respective powers, by-laws, policies and procedures, may explore the possibility of building a financial framework to promote environment-related projects in Mexico eligible for, inter alia, JBIC's GREEN as listed in the Annex attached hereto. Such a framework may include, but not to be limited to:
 - the financing of (i) a private equity fund, in accordance with the policies and procedures of each respective Party; (ii) co-financing and/or parallel financing arrangements, and/or (iii) lending facilities, that may include lending through financial intermediaries.
2. The Parties shall recognize the confidential and proprietary nature of the information shared among the Parties and shall maintain the information that is not publicly available in trust and confidence. Any sharing of information shall be undertaken by the Parties subject to their respective laws and policies on the use and disclosure of information and subject to confidentiality obligations, which may be formalized in separate confidentiality agreements that may be entered into by the Parties under this MOU. Subject to such laws and policies, the Parties may exchange information including, but not limited to, such applicable information to identify and consider (i) possible terms and conditions related to a fund (e.g. information on market conditions of the targeted sectors, potential deal pipeline, the structure of the fund and potential fund managers); and (ii) possible co-financing and/or parallel financing arrangements and/or lending facilities (e.g. information on potential eligible projects, including borrowers and/or project companies).
3. Other related activities may also be determined among the Parties from time to time, subject to each of the Parties' respective laws, internal policies and procedures.

ARTICLE 3:
EFFECTIVENESS, AMENDMENT, TERMINATION OR OTHER MATTERS

1. This MOU shall expire two years from the date of its execution by the Parties unless a Party submits to the other Parties written notice of its decision to terminate the MOU.
2. This MOU may only be amended in writing by the Parties hereto.

3. The anticipated expiration or termination of the present MOU shall not affect future contractual obligations of a Party that may have been entered into under this MOU.
4. Subject to the Parties' policies and procedures with respect to the disclosure of information, the Parties may make this MOU publicly available.

ARTICLE 4:
COMMUNICATION

1. For the purpose of coordinating and administrating this MOU, the Parties shall designate the contact addresses as follows:

BANOBRAS Banco Nacional de Obras y Servicios Públicos, S.N.C.
Attention: Dirección de Organismos y Entidades
Address: Av. Javier Barros Sierra No. 515, Col. Lomas de Santa Fe, Del. Álvaro Obregón, México, D.F. 01219
Telephone: +52-55-5270-1200
Facsimile: +52-55-5270-1645

BANOBRAS, Banco Nacional de Obras y Servicios Públicos, S.N.C.,
AS TRUSTEE Institución Fiduciaria en el Fideicomiso 1936.
OF NIF Attention: Dirección de Banca de Inversión
Address: Av. Javier Barros Sierra No. 515, Col. Lomas de Santa Fe, Del. Álvaro Obregón, México, D.F. 01219
Telephone: +52-55-5270-1200
Facsimile: +52-55-5270-1645

IADB Inter-American Development Bank
Attention: Advisor, Office of Outreach and Partnerships
Address: 1300 New York Avenue, NW
Washington, D.C. 20577
UNITED STATES OF AMERICA

JBIC Japan Bank for International Cooperation
the international arm of Japan Finance Corporation
Attention: Americas Finance Department

2. A Party hereto may, by notice in writing to the other Parties, designate additional representatives or substitute other representatives for those designated in this Article.


ARTICLE 5:
OTHERS

The MOU is not legally binding and the provisions herein established do not constitute any obligation or commitment, including but not limited to, funding on the part of a Party. Any such obligation or commitment shall be reflected in separate agreements that may be entered into by the Parties. Furthermore, this MOU shall not represent any commitment on the part of a Party to give preferred treatment to the other Parties in any matter contemplated under this MOU or otherwise.

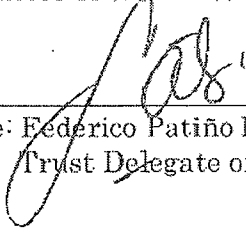
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IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed by their respective authorized representatives in Cancún, Mexico on the 8th day of December of 2010 in quadruplicate and in English.


Banco Nacional de Obras y Servicios Públicos, S.N.C.


Name: Alonso García Tamés
Title: Chief Executive Officer

Banco Nacional de Obras y Servicios Públicos, S.N.C.,
as Trustee of the Trust Number 1936, the National Infrastructure Fund


Name: Federico Patiño Márquez
Title: Trust Delegate of the National Infrastructure Fund

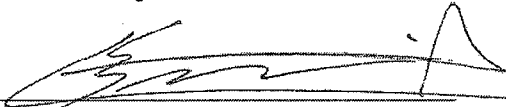
Inter-American Development Bank


Title: President

Japan Bank for International Cooperation, the international arm of Japan Finance Corporation


Title: Resident Executive Officer for the Americas

Witness:
The Ministry of Finance and Public Credit of the United Mexican States


Name: Ernesto Javier Cordero Arroyo
Title: Minister of Finance and Public Credit

Objective	Approach Type	Sector	Sub-Sector	Eligible Factors		
Projects Aimed at Climate Change Mitigation	Renewable Energy	/	/	Solar Energy		
				Wind Energy		
				Geothermal Energy		
				Biomass Energy		
				Other Renewables		
				Hydro Energy		
	Energy Efficiency	Industry	/	/	Highly Efficient Equipment and Technology	
					Waste Heat and Gas Recovery	
					Rehabilitation / Efficiency Improvement in Existing Plant	
					Energy Efficiency through Recycle of Untapped Material	
					New Plant Incorporating Factors Above	
		Power and Water	/	/	/	Highly Efficient Coal-fired Power Generation
						Gas-fired Power Generation
						Rehabilitation / Efficiency Improvement in Existing Plant
						Combined Heat and Power (Cogeneration)
						Waste to Energy
						Fuel Cells
						Fuel Switching
Transmission and Distribution	/	/	/	Smart Grid		
				Grid Management System		
Highly Efficient Rechargeable Battery	/	/	/	Highly Efficient Transformer		
Water Treatment	/	/	/	Water Recycle System		
Transport	/	/	/	1. Urban Transport		
				Modal Shift in the Urban Area		
Community / Building Utility and Appliance	/	/	/	1. Community Utility		
				Highly Efficient Community Utility		
				2. Building Utility		
Highly Efficient Office Building Utility (including ESCO)						
3. Appliance	/	/	/	Energy-saving Appliance		
Others	/	/	/	Methane Emission Reduction		
				Chlorofluorocarbon Emission Reduction		
				Dinitrogen Monoxide Decomposition		
				Carbon Capture and Storage (CCS)		

Note: The list is subject to change due to changes in the development and dissemination of technologies.