

CONSENT SOLICITATION STATEMENT

Solicitation of Consents By Infraestructura Energética Nova, S.A.P.I. de C.V., a *sociedad anónima promotora de inversión de capital variable* organized under the laws of Mexico (the “Company”) Relating to the Series of Notes Set Forth Below (each, a “Series of Notes” and, together, the “Notes”):

Title of Security	CUSIP / ISIN / Common Code	Outstanding Principal Amount	Consent Payment ⁽¹⁾
3.750% Senior Notes due 2028 (the “ 2028 Notes ”)	Reg. S: CUSIP No. P56145 AA6 ISIN No. USP56145AA66 Common Code:173716206 144A: CUSIP No. 456829 AA8 ISIN No. US456829AA84 Common Code:173752067	U.S.\$300,000,000	U.S.\$1.00
4.875% Senior Notes due 2048 (the “ 2048 Notes ”)	Reg. S: CUSIP No. P56145 AB4 ISIN No. USP56145AB40 Common Code: 173715951 144A: CUSIP No. 456829 AB6 ISIN No. US456829AB67 Common Code: 173752105	U.S.\$540,000,000	U.S.\$1.00
4.750% Senior Notes due 2051 (the “ 2051 Notes ”)	Reg. S: CUSIP No. P56145 AC2 ISIN No. USP56145AC23 Common Code: 223209343 144A: CUSIP No. 456829 AC4 ISIN No. US456829AC41 Common Code: 223209432	U.S.\$800,000,000	U.S.\$1.00

(1) The Consent Payment (as defined below) per U.S.\$1,000 aggregate principal amount of the applicable Series of Notes for which a Holder thereof has delivered valid and unrevoked Consents to the applicable Proposed Amendments (on or prior to the applicable Expiration Date), subject to the terms and conditions set forth herein. No accrued interest will be paid in connection with the Consent Solicitations. Holders who validly deliver (and do not validly revoke) their Consents on or prior to the applicable Expiration Date will receive the Consent Payment, subject to the terms and conditions set forth herein.

THE CONSENT SOLICITATIONS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON DECEMBER 16, 2022. THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO ABANDON, TERMINATE, AMEND OR EXTEND A CONSENT SOLICITATION WITH RESPECT TO THE APPLICABLE PROPOSED AMENDMENTS (AS DEFINED BELOW) FOR ONE OR MORE SERIES OF NOTES. THE TERM “EXPIRATION DATE” SHALL MEAN THE TIME AND DATE ON OR TO WHICH THE CONSENT SOLICITATION WITH RESPECT TO THAT SERIES OF NOTES IS SO EXPIRED, TERMINATED OR EXTENDED.

D.F. King & Co., Inc. is acting as the Information and Tabulation Agent (as defined below) with respect to the Consent Solicitations (as defined below).

The Solicitation Agent for the Consent Solicitations is:

SMBC Nikko

The date of this Consent Solicitation Statement is December 8, 2022.

The Company, as issuer with respect to the 2028 Notes, the 2048 Notes and the 2051 Notes, hereby solicits consents (the “**Consents**”) (such solicitation with respect to each Series of Notes (as defined below), a “**Consent Solicitation**” and, together, the “**Consent Solicitations**”) from each holder (each a “**Holder**” and, together, the “**Holders**”) of the 2028 Notes, the 2048 Notes and the 2051 Notes issued by the Company, upon the terms and subject to the conditions set forth in this Consent Solicitation Statement (as the same may be amended or supplemented from time to time, this “**Consent Solicitation Statement**”), to the Proposed Amendments (as defined below) to the applicable Indenture (as defined below) under which each Series of Notes were issued, in order to amend the definition of “IFRS” in each Indenture so that the term encompasses not only International Financial Reporting Standards but also U.S. Generally Accepted Accounting Principles (“**GAAP**”) (such amendments, the “**Proposed Amendments**”), as further described under “The Proposed Amendments.”

For the purposes of this Consent Solicitation Statement:

- “**Indenture**” means, (a) with respect to the 2028 Notes and the 2048 Notes, the indenture (the “**2028 Notes and 2048 Notes Indenture**”), dated as of December 14, 2017, between the Company and U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association, as Trustee (the “**Trustee**”), and (b) with respect to the 2051 Notes, the indenture (the “**2051 Notes Indenture**”), dated as of September 15, 2020, between the Company and the Trustee; and
- all capitalized terms used herein but not defined in this Consent Solicitation Statement have the respective meanings ascribed to them in the applicable Indenture.

Following the creation of the Sempra Infrastructure platform in 2021 and the delisting of the Company’s common stock from the Mexican Stock Exchange, in order to simplify the Company’s internal reporting to align with that of its parent, Sempra Infrastructure Partners, LP (the “**Parent**”), the Company wishes to do the following:

- *Adopt the same set of accounting standards as the Parent.* The definition of “IFRS” across all Indentures is that IFRS means the International Financial Reporting Standards adopted by the International Accounting Standards Board. Accordingly, the Company is requesting consent from Holders of each Series of Notes to amend the definition of “IFRS” in each Indenture to also include GAAP.

For the actual text of the Proposed Amendments, see “The Proposed Amendments.” Except for the Proposed Amendments, all of the existing terms of each Indenture will remain unchanged.

After the satisfaction or waiver of the Consent Conditions (as defined herein) for a Series of Notes, the Company will pay, or cause to be paid, a cash payment in the applicable amount set forth in the table on the cover of this Consent Solicitation Statement per U.S.\$1,000 aggregate principal amount of the applicable Series of Notes for which Consents to the applicable Proposed Amendments are validly delivered and unrevoked (the “**Consent Payment**”) to DTC (as defined below) for the benefit of the applicable Holders of such Series of Notes who delivered such valid and unrevoked Consents to such Proposed Amendments on or prior to the applicable Expiration Date for such Notes. The Company expects to pay, or cause to be paid, the applicable Consent Payment to DTC for the benefit of the applicable Holders within two business days of the Expiration Date and upon the satisfaction or waiver of all Consent Conditions with respect to such Notes (such date with respect to the applicable Series of Notes, the applicable “**Settlement Date**”). **Holders of any Series of Notes for which no Consent is delivered will not be eligible to, and will not, receive the applicable Consent Payment, even though the applicable Proposed Amendments, if approved, will bind all Holders of such Notes and their transferees upon the execution and effectiveness of the applicable Supplemental Indenture (as defined below) at the applicable Consent Time (as defined below).** See “The Consent Solicitations—Consent Payments.”

If the Holders of at least a majority of the aggregate outstanding principal amount of each Series of Notes validly deliver and do not validly revoke Consents to the applicable Proposed Amendments (the “**Requisite Consents**”), the Company and, upon receipt of an Officers’ Certificate and an Opinion of Counsel, the Trustee will execute a supplemental indenture (each, a “**Supplemental Indenture**”) to each Indenture effecting the Proposed Amendments.

The receipt of the Requisite Consents with respect to each Series is required, unless waived by the Company in its sole and absolute discretion. Thus, unless so waived by the Company, the Company will not be obligated to pay the Consent Payment unless and until valid and unrevoked delivered Requisite Consents to the

applicable Proposed Amendments have been obtained (on or prior to the applicable Expiration Date), subject to the terms and conditions set forth herein.

Though each Consent Solicitation is a separate offer, the adoption of the Proposed Amendments for each Series of Notes is conditioned upon the receipt of the Requisite Consents and the adoption of the Proposed Amendments with respect to each other Series of Notes, unless such condition is waived by the Company. Notwithstanding the foregoing, any Consent Solicitation may, subject to applicable law, be individually amended, extended, terminated or withdrawn without amending, extending, terminating or withdrawing any other Consent Solicitation.

The time and date on which each Supplemental Indenture is executed is hereinafter referred to as the “**Consent Time**” with respect to the applicable Series of Notes. Consents to the Proposed Amendments for any Series of Notes may not be revoked at any time after the earlier of the applicable Consent Time and the applicable Revocation Deadline (as defined herein), even if the Revocation Deadline for such Notes is later than such Consent Time. Although each Supplemental Indenture and the related Proposed Amendments will become effective immediately upon execution at the applicable Consent Time, such Proposed Amendments will not be operative until the applicable Consent Payment to DTC for the benefit of the applicable Holders is paid on the Settlement Date. The Company expects to pay (or cause to be paid) the applicable Consent Payment to DTC for the benefit of the applicable Holders on the Settlement Date. Once a Supplemental Indenture is effective, any Consents given with respect to the applicable Series of Notes may not be revoked and all Holders, including non-consenting holders, and their respective transferees will be bound by the terms thereof. If the Consent Conditions are not satisfied or waived with respect to a Series of Notes, no Consent Payment with respect to such Notes will be paid to any Holder thereof.

The Consent Solicitations are being made to all Holders in whose name a Note was registered at 5:00 p.m., New York City time, on December 7, 2022 (the “**Record Date**”) and their duly designated proxies.

The delivery of a Consent will not affect a Holder’s right to sell or transfer the applicable Notes. Only Holders of a particular Series of Notes of record as of the Record Date, or their duly designated proxies, including, for the purposes of the Consent Solicitations, DTC Participants (as defined below), may submit a Consent with respect to such Series of Notes. A properly delivered Consent for any Series of Notes shall bind the Holders of such Notes executing the same and any subsequent registered holder or transferee of the Notes to which such Consent relates.

As of the Record Date, all of the Notes were held through The Depository Trust Company (“**DTC**”) by participants in DTC (“**DTC Participants**”).

DTC has confirmed that the Consent Solicitations are eligible for DTC’s Automated Tender Offer Program (“**ATOP**”). Accordingly, a beneficial owner of an interest in a Note (a “**Beneficial Owner**”) held through a DTC Participant must electronically deliver a Consent to the Tabulation Agent in accordance with DTC’s ATOP procedures. DTC Participants will be deemed to have delivered a Consent with respect to any such Notes for which an electronic Consent is so delivered. DTC will verify each transaction and confirm the electronic delivery of such Consent by sending an Agent’s Message (as defined below) to the Tabulation Agent, which states that DTC has received an express and unconditional acknowledgment from the DTC Participant delivering Consents that such DTC Participant (i) has received and agrees to be bound by the terms of the applicable Consent Solicitation as set forth in this Consent Solicitation Statement and that the Company may enforce such agreement against such DTC Participant and (ii) consents to the applicable Proposed Amendments and the execution and delivery of the related Supplemental Indenture as described in this Consent Solicitation Statement.

Holders residing outside of the United States who wish to deliver a Consent must satisfy themselves as to their full observance of the laws of the relevant jurisdiction in connection therewith. If the Company becomes aware of any state or foreign jurisdiction where the making of a Consent Solicitation is prohibited, the Company will make a good faith effort to comply with the requirements of any such state or foreign jurisdiction. If, after such effort, the Company cannot comply with the requirements of any such state or foreign jurisdiction, the Consent Solicitations will not be made to (and Consents will not be accepted from or on behalf of) Holders in such state or foreign jurisdiction.

HOLDERS WHO WISH TO CONSENT MUST DELIVER THEIR CONSENT TO THE INFORMATION AND TABULATION AGENT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHOULD ANY HOLDER DELIVER ANY NOTES

TO THE COMPANY, THE SOLICITATION AGENT, THE INFORMATION AND TABULATION AGENT, THE TRUSTEE OR ANY OTHER PARTY AT ANY TIME.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OTHER THAN AS CONTAINED IN THIS CONSENT SOLICITATION STATEMENT AND, IF GIVEN OR MADE, SUCH INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THE COMPANY TAKES NO RESPONSIBILITY FOR, AND CAN PROVIDE NO ASSURANCE AS TO THE RELIABILITY OF, ANY INFORMATION THAT OTHERS MIGHT GIVE TO YOU. THE DELIVERY OF THIS CONSENT SOLICITATION STATEMENT AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

THIS CONSENT SOLICITATION STATEMENT DOES NOT CONSTITUTE A SOLICITATION IN ANY JURISDICTION IN WHICH, OR TO OR FROM ANY PERSON TO OR FROM WHOM, IT IS UNLAWFUL TO MAKE SUCH SOLICITATION. ADDITIONALLY, THIS CONSENT SOLICITATION STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES DESCRIBED OR OTHERWISE REFERRED TO IN THIS CONSENT SOLICITATION STATEMENT OR ANY OTHER SECURITIES OF THE COMPANY.

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AVAILABLE INFORMATION

We are not currently subject to the periodic reporting and other information requirements of the Securities Exchange Act of 1934, as amended. However, pursuant to each of the Indentures and so long as the Notes are outstanding, we are required to furnish certain financial information to the Holders. Information required to be furnished by us under each Indenture is currently posted on our internet website at ienova.com.mx and made available to Holders. Holders seeking assistance to access this information may contact the Company via email at SICorpFin@SempraGlobal.com and investorrelationsmx@sempraglobal.com.mx or via post at Torre New York Life, Paseo de la Reforma No. 342, Floor 24, Col. Juárez, 06600, Alc. Cuauhtémoc, Ciudad de México, México. None of the documents, reports or other information made available to Holders under each Indenture or any other information on our internet website is incorporated by reference in this Consent Solicitation Statement or forms part of this Consent Solicitation Statement.

FORWARD-LOOKING STATEMENTS

In this section, the terms “we,” “our” and “us” refer to the Company and its direct and indirect subsidiaries on a consolidated basis.

This Consent Solicitation Statement contains forward-looking statements. Forward-looking statements can be identified by words such as “believes,” “expects,” “intends,” “anticipates,” “contemplates,” “plans,” “estimates,” “projects,” “forecasts,” “should,” “could,” “would,” “will,” “confident,” “may,” “can,” “potential,” “possible,” “proposed,” “in process,” “construct,” “develop,” “opportunity,” “initiative,” “target,” “outlook,” “optimistic,” “maintain,” “continue,” “progress,” “advance,” “goal,” “aim,” “commit,” or similar expressions, or when we discuss our guidance, priorities, strategy, goals, vision, mission, opportunities, projections, intentions or expectations.

A forward-looking statement may include a statement of the assumptions or bases underlying the forward-looking statement. We believe that we have chosen these assumptions or bases in good faith and that they are reasonable. However, when considering these forward-looking statements, you should keep in mind the risk factors and other cautionary statements in this Consent Solicitation Statement. Actual results may vary materially. You are cautioned not to place undue reliance on any forward-looking statements. You should also understand that it is not possible to predict or identify all such factors and should not consider the following list to be a complete statement of all potential risks and uncertainties.

Factors, among others, that could cause actual results and events to differ materially from those expressed or implied described in any forward-looking statements include risks and uncertainties relating to:

- decisions, investigations, regulations, issuances or revocations of permits or other authorizations, renewals of franchises, and other actions adopted by (i) the U.S. Department of Energy, Energy Regulatory Commission in Mexico, the U.S. Federal Energy Regulatory Commission, and other governmental and regulatory bodies and (ii) the U.S., Mexico and states, counties, cities and other jurisdictions therein and in other countries in which we do business;
- the success of business development efforts, construction projects and acquisitions and divestitures, including risks in (i) being able to make a final investment decision, (ii) completing construction projects or other transactions on schedule and budget, (iii) realizing anticipated benefits from any of these efforts if completed, and (iv) obtaining the consent or approval of partners or other third parties, including governmental and regulatory bodies;
- civil and criminal litigation, regulatory inquiries, investigations, arbitrations, property disputes and other proceedings;
- changes to laws and regulations, including certain of Mexico’s laws and rules that impact energy supplier permitting, energy contract rates, the electricity industry generally and the import, export, transport and storage of hydrocarbons;
- cybersecurity threats, including by state and state-sponsored actors, by ransomware or other attacks on our systems or the systems of third-parties with which we conduct business, including to the energy grid or other energy infrastructure, all of which have become more pronounced due to recent geopolitical events, such as the war in Ukraine;
- failure of foreign governments, state-owned entities and our counterparties to honor their contracts and commitments;
- our ability to borrow money on favorable terms or otherwise and meet our debt service obligations, including due to (i) actions by credit rating agencies to downgrade our credit ratings or place those ratings on negative outlook and (ii) rising interest rates and inflation;
- the impact on our cost of capital and the affordability of customer rates and on our ability to pass through any higher costs to current and future customers due to volatility in inflation, interest rates, foreign currency exchange rates and commodity prices and our ability to effectively hedge these risks;

- the impact of energy and climate policies, laws, rules and disclosures, as well as related goals and actions of companies in our industry, including actions to reduce or eliminate reliance on natural gas;
- the pace of the development and adoption of new technologies in the energy sector, including those designed to support governmental and private party energy and climate goals, and our ability to efficiently incorporate them into our businesses;
- weather, natural disasters, pandemics, accidents, equipment failures, explosions, acts of terrorism, information system outages or other events that disrupt our operations, damage our facilities or systems, cause the release of harmful materials, cause fires or subject us to liability for damages, fines and penalties, some of which may not be recoverable through regulatory mechanisms, may be disputed or not covered by insurers, or may impact our ability to obtain satisfactory levels of affordable insurance;
- the availability of electric power, natural gas and natural gas storage capacity, including disruptions caused by failures in the transmission grid or limitations on the withdrawal of natural gas from storage facilities;
- the impact of the COVID-19 pandemic on capital projects, regulatory approvals and the execution of our operations;
- changes in tax and trade policies, laws and regulations, including tariffs, revisions to international trade agreements and sanctions, such as those that have been imposed and that may be imposed in the future in connection with the war in Ukraine, which may increase our costs, reduce our competitiveness, impact our ability to do business with certain counterparties, or impair our ability to resolve trade disputes;
- other uncertainties, some of which may be difficult to predict and are beyond our control; and
- certain factors discussed elsewhere in this Consent Solicitation Statement.

Forward-looking statements speak only as of the date on which they are made. While we may update these statements from time to time, we are not required to do so other than pursuant to the securities laws.

SUMMARY

The Consent Solicitation Statement contains important information that should be read carefully before any decision is made with respect to the Consent Solicitations.

The following summary is provided solely for the convenience of the Holders of the Notes. This summary is not intended to be complete and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere in this Consent Solicitation Statement and any amendments or supplements hereto. Holders of the Notes are urged to read this Consent Solicitation Statement in its entirety. Capitalized terms not otherwise defined in this summary have the respective meanings ascribed to them elsewhere in this Consent Solicitation Statement, including by reference to the applicable Indenture.

The Company: Infraestructura Energética Nova, S.A.P.I. de C.V.

The Notes:..... 3.750% Senior Notes due 2028
CUSIP: Reg S. – P56145 AA6 / 144A – 456829 AA8
ISIN: Reg S. – USP56145AA66 / 144A – US456829AA84
Common Code: Reg S. – 173716206 / 144A – 173752067

4.875% Senior Notes due 2048
CUSIP: Reg S. – P56145 AB4 / 144A – 456829 AB6
ISIN: Reg S. – USP56145AB40 / 144A – US456829AB67
Common Code: Reg S. – 173715951 / 144A – 173752105

4.750% Senior Notes due 2051
CUSIP: Reg S. – P56145 AC2 / 144A – 456829 AC4
ISIN: Reg S. – USP56145AC23 / 144A – US456829AC41
Common Code: Reg S. – 223209343 / 144A – 223209432

The Consent Solicitations: The purpose of the Consent Solicitations is to seek the Consent of Holders of each Series of Notes to the applicable Proposed Amendments. For information on the Proposed Amendments, see “The Proposed Amendments.”

If the Holders of at least a majority of the aggregate outstanding principal amount of a Series of Notes validly deliver and do not validly revoke such Consents for such Series of Notes on or prior to the Expiration Date for such Notes, the Company and the Trustee will execute a Supplemental Indenture with respect to such Notes.

Once a Supplemental Indenture is effective, any Consents given with respect to the applicable Series of Notes may not be revoked and all Holders, including non-consenting holders, and their respective transferees will be bound by the terms thereof. For the actual text of the Proposed Amendments, see “The Proposed Amendments.”

Conditions: The Company’s obligation to pay (or cause to be paid) the applicable Consent Payment for valid and unrevoked Consents to the Proposed Amendments for each Series of Notes is subject to and conditioned upon (i) the receipt of the Requisite Consents for such Series of Notes on or prior to the Expiration Date for such Notes, (ii) the receipt of the Requisite Consents and the adoption of the Proposed Amendments with respect to each other Series of Notes and (iii) the absence of any law or regulation, and the absence of any injunction or action or other proceeding (pending or threatened), that (in the case of any action or proceeding if adversely determined) would make unlawful or invalid or enjoin or delay the implementation of the applicable Proposed Amendments, the entering into of the applicable Supplemental Indenture or the payment of the applicable Consent Payment to the Holders of that Series of Notes or that would question the legality or validity thereof.

Record Date: December 7, 2022 at 5:00 p.m., New York City time.

Consent Time:..... As to any Series of Notes, the time and date on which the Supplemental Indenture for such Series of Notes is executed. The Company and the Trustee will execute a Supplemental Indenture with respect to a Series of Notes following the receipt of the applicable Requisite Consents relating to such Series. Once a Supplemental Indenture is effective, any applicable Consents given may not be revoked and all Holders, including non-consenting holders, and their respective transferees will be bound by the terms thereof. If the applicable Consent Time is earlier than the applicable Revocation Deadline, then such Consent Time will be the latest time by which Holders can revoke Consents. A Supplemental Indenture will become effective immediately upon execution at the applicable Consent Time, but the applicable Proposed Amendments will not become operative with respect to a Series of Notes until the payment of the applicable Consent Payment with respect to each Note of such Series of Notes for which a Consent Payment is payable is paid to DTC for the benefit of the applicable Holders.

Expiration Date:..... The Expiration Date for the Consent Solicitations will be 5:00 p.m., New York City time, on December 16, 2022, unless extended by the Company in its sole discretion for one or more Series of Notes. Subject to applicable law, the Company, in its sole discretion, may extend the Expiration Date with respect to a Series of Notes without also extending the Revocation Deadline with respect to such Series of Notes. See “The Consent Solicitations—Expiration Date; Extensions; Termination.”

Requisite Consents:..... Holders of at least a majority of each of the aggregate outstanding principal amount of each applicable Series of Notes must validly deliver and not validly revoke Consents to the applicable Proposed Amendments with respect to such Series of Notes to approve such Proposed Amendments, on or prior to the Expiration Date for such Notes. As of the date of this Consent Solicitation Statement, the aggregate outstanding principal amount of (a) the 2028 Notes was U.S.\$300.0 million, (b) the 2048 Notes was U.S.\$540.0 million and (c) the 2051 Notes was U.S.\$800.0 million.

Consent Payment: A cash payment in the applicable amount set forth in the table on the cover of this Consent Solicitation Statement per U.S.\$1,000 aggregate principal amount of the applicable Series of Notes for which a Holder thereof validly delivers and does not validly revoke Consents to the applicable Proposed Amendments. No accrued interest will be paid in connection with the Consent Solicitations. See “— Eligibility for Consent Payment” and “The Consent Solicitations—Consent Payments.” The Company’s obligation to pay (or cause to be paid) a Consent Payment for any Series of Notes is subject to satisfaction or waiver of the Consent Conditions for the applicable Series of Notes.

Consent Payment Date: Assuming the other Consent Conditions are satisfied or waived, the Company expects to pay (or cause to be paid) the Consent Payment on the Settlement Date.

Eligibility for Consent

Payment, Generally: In the event that the Consent Conditions for a Series of Notes are satisfied or waived, the Company will pay, or cause to be paid, the applicable aggregate Consent Payment to DTC for the benefit of the applicable Holders who delivered valid and unrevoked Consents to the applicable Proposed Amendments on or prior to the applicable Expiration Date for such Notes.

Holders of a Series of Notes for which (i) no Consent is delivered on or prior to the applicable Expiration Date for such Notes or (ii) Consents are properly and timely revoked will, in each case, not be eligible to, and will not, receive the applicable Consent Payment, even though the applicable Proposed Amendments, if approved, will bind all Holders of such Notes and their transferees upon the execution of the applicable Supplemental Indenture at the applicable Consent Time.

Eligibility for Consent Payment: If the Consent Conditions for any Series of Notes have been satisfied or waived, then:

- a Holder who validly delivers and does not revoke a Consent to the applicable Proposed Amendments on or prior to the applicable Expiration Date for such Notes will receive the applicable Consent Payment; and
- a Holder who does not validly deliver a Consent on or prior to the applicable Expiration Date or who properly and timely revokes a Consent to the applicable Proposed Amendments will not be eligible to, and will not, receive the applicable Consent Payment.

Procedures for Delivery of Consents: DTC has confirmed that the Consent Solicitations are eligible for DTC's ATOP. Accordingly, DTC Participants must electronically deliver a Consent to the Tabulation Agent in accordance with DTC's ATOP procedures on or prior to the applicable Expiration Date. No consent form or letter of transmittal needs to be executed in relation to the Consent Solicitations or the Consents delivered through DTC. See "The Consent Solicitations—Consent Procedures."

Revocation of Consents: Revocation of Consents to any Proposed Amendments with respect to a Series of Notes may be made at any time prior to the earlier of the applicable Consent Time and 5:00 p.m., New York City time, on December 16, 2022 (such time, as may be extended by the Company in its sole discretion for one or more Series of Notes, the "**Revocation Deadline**") for such Notes, but only by the Holder on the Record Date that previously granted such Consent (or a duly designated proxy of such Holder). Consents to the applicable Proposed Amendments shall not be revoked at any time after the applicable Consent Time, even if the applicable Revocation Deadline for such Notes is later than such Consent Time. Promptly after the applicable Consent Time, the Company will notify DTC of the occurrence of the applicable Consent Time and that Consents shall not be revoked after the applicable Consent Time. See "The Consent Solicitations—Revocation of Consents."

Certain Tax Consequences: For a summary of certain Mexican tax and U.S. federal income tax consequences to the Holders resulting from the Consent Solicitations, see "Certain Tax Consequences."

Solicitation Considerations: For a discussion of certain consequences in deciding whether to participate in the Consent Solicitations, see "Solicitation Considerations."

Consequences to Non-Consenting

Holders: Holders of a Series of Notes for which (i) no Consent is delivered on or prior to the applicable Expiration Date for such Notes or (ii) Consents are properly and timely revoked will, in each case, not be eligible to, and will not, receive the applicable Consent Payment, even though the applicable Proposed Amendments, if approved, will bind all Holders of such Notes and their transferees upon the execution of the applicable Supplemental Indenture at the applicable Consent Time.

Solicitation Agents:..... SMBC Nikko Securities America, Inc. is acting as solicitation agent (the “**Solicitation Agent**”) with respect to the Consent Solicitations. The Solicitation Agent’s respective contact information is listed on the back cover of this Consent Solicitation Statement.

Information and Tabulation Agent:... D.F. King & Co., Inc. is acting as Information Agent (in such capacity, the “**Information Agent**”) and Tabulation Agent (in such capacity, the “**Tabulation Agent**”) in connection with the Consent Solicitations. D.F. King & Co., Inc. is also sometimes referred to as the “**Information and the Tabulation Agent.**” The Information and Tabulation Agent’s contact information is listed on the back cover of this Consent Solicitation Statement.

Further Information: You may direct questions concerning the terms of the Consent Solicitations and requests for additional copies of this Consent Solicitation Statement to the Information Agent at its address and telephone number set forth on the back cover of this Consent Solicitation Statement.

THE COMPANY

The Company develops, builds and operates essential energy infrastructure across several business lines, and is wholly owned by the Parent. The Company's headquarters are located at Torre New York Life, Paseo de la Reforma No. 342, Floor 24, Col. Juárez, Alc. Cuauhtémoc, 06600, Ciudad de México, México.

For more information about the Company, see "Available Information."

SOLICITATION CONSIDERATIONS

None of the Company, the Solicitation Agent, the Information and Tabulation Agent, the Trustee, nor any of their respective directors, officers, employees, agents or affiliates makes any recommendation as to whether a Holder should consent to the Proposed Amendments, and neither the Company nor its board of directors has authorized any person to make any such statement. Holders are urged to evaluate carefully all information included in this Consent Solicitation Statement, consult with their own legal, financial, accounting and tax advisors and make their own decision whether to provide their consent to the Proposed Amendments pursuant to the applicable Consent Solicitation. In deciding whether to consent to the Proposed Amendments, you should carefully consider the factors set forth below in addition to the other information described elsewhere in this Consent Solicitation Statement.

Adverse Effect of the Proposed Amendments on Non-Consenting Holders

If the Holders of at least a majority of each of the aggregate outstanding principal amount of a Series of Notes validly deliver and do not validly revoke the Requisite Consents for such Series of Notes on or prior to the Expiration Date and do not revoke such Requisite Consents on or prior to the earlier of the applicable Consent Time and the applicable Revocation Deadline for such Notes, the Company and, upon receipt of an Officers' Certificate and an Opinion of Counsel, the Trustee will execute a Supplemental Indenture effecting the applicable Proposed Amendments with respect to such Series of Notes. As a result thereof, the Proposed Amendments will come into effect. Once a Supplemental Indenture becomes effective, it will be binding on all Holders of the applicable Series of Notes whether or not they delivered a Consent to the applicable Proposed Amendments.

Holders of a Series of Notes that (i) do not deliver valid and unrevoked Consents to the applicable Proposed Amendments on or prior to the applicable Expiration Date for such Notes or (ii) properly and timely revoke Consents will, in each case, not be eligible to, and will not, receive the applicable Consent Payment.

The Consummation of the Consent Solicitations is Subject to Certain Conditions

Until the Company announces whether it has decided to accept the Consents validly delivered and not validly revoked in the applicable Consent Solicitation, no assurance can be given that such Consent Solicitation will be completed. The Company's obligation to pay (or cause to be paid) the applicable Consent Payment for valid and unrevoked Consents to the Proposed Amendments for a Series of Notes is subject to and conditioned upon the satisfaction or waiver of the applicable Consent Conditions. We cannot assure Holders that the applicable Consent Conditions will be satisfied or waived and that Holders that have delivered valid and unrevoked Consents will receive a Consent Payment. The applicable Consent Solicitation may not be completed if any of the Consent Conditions are not satisfied, whether because there is an action or proceeding, threatened or pending, that could affect implementation of such Consents or otherwise. In addition, subject to applicable law and as provided in this Consent Solicitation Statement, the Company may, in its sole discretion, extend, abandon, terminate or amend any of the Consent Solicitations at any time prior to the Expiration Date for a Series of Notes.

Holders will have limited ability to revoke their Consents.

Consents for the Notes may be revoked at any time prior to the earlier of the applicable Consent Time and the applicable Revocation Deadline, but not thereafter. The Company and, upon receipt of an Officers' Certificate and an Opinion of Counsel, the Trustee will execute a Supplemental Indenture effecting the Proposed Amendments upon receipt of the Requisite Consents for the applicable Series of Notes (which may occur prior to the Expiration Date). The provisions of the applicable Supplemental Indenture will become effective upon its execution and delivery, but will not be operative until the applicable Consent Payment is paid to DTC for the benefit of the applicable Holders. The Company expects to pay (or cause to be paid) the applicable Consent Payment to DTC for the benefit of the applicable Holders on the Settlement Date. If the applicable Consent Payment is not paid pursuant to the applicable Consent Solicitation, the related Proposed Amendments will be deemed to be revoked retroactively to the date of the applicable Supplemental Indenture. Once a Supplemental Indenture is effective, any Consents given with respect to the applicable Series of Notes may not be revoked notwithstanding that the applicable Revocation Deadline may not have occurred, and all Holders, including non-consenting holders, and their respective transferees will be bound by the terms thereof. If the applicable Consent Time is earlier than the applicable Revocation Deadline, then such Consent Time will be the latest time by which Holders can revoke Consents.

The Consent Solicitations will have certain tax consequences for Holders.

For a summary of certain Mexican tax and U.S. federal income tax consequences of the Consent Solicitations and the receipt of the Consent Payment, see “Certain Tax Consequences.”

There can be no assurance to Holders that existing rating agency ratings for the Notes will be maintained.

Neither the Company, the Solicitation Agent or the Information and Tabulation Agent can assure Holders that one or more rating agencies, including Standard & Poor’s Rating Services or Moody’s Investor Services Inc., will not take action to downgrade or negatively comment upon their respective ratings of any Series of Notes. Any such downgrade or negative comment would likely adversely affect the market price of the Notes.

Holders are responsible for consulting with their advisors.

Holders should consult with their own tax, accounting, financial and legal advisors regarding the suitability for themselves of the tax, accounting, financial, legal or other consequences of providing or withholding their Consent to the Proposed Amendments.

None of the Company, the Information and Tabulation Agent, the Solicitation Agent, the Trustee, nor any director, officer, employee, agent or affiliate of any such person, is acting for any Holder, or will be responsible to any Holder for providing any protections which would be afforded to its clients or for providing advice in relation to the Consent Solicitations, and accordingly none of the Company, the Information and Tabulation Agent, the Solicitation Agent, the Trustee or any director, officer, employee, agent or affiliate of any such person, makes any recommendation as to whether Holders should consent to the Proposed Amendments.

Holders are responsible for complying with the procedures of the Consent Solicitations.

Each Holder is responsible for complying with all of the procedures for delivering or revoking a Consent. None of the Company, the Information and Tabulation Agent, the Solicitation Agent, the Trustee, nor any director, officer, employee, agent or affiliate thereof, assumes any responsibility for informing the Holders of irregularities with respect to any Consent. Consents may only be revoked as provided in this Consent Solicitation Statement. See “The Consent Solicitations—Revocation of Consents.”

Holders are responsible for assessing the merits of the Consent Solicitations.

Each Holder is responsible for assessing the merits of the Consent Solicitations as it applies to the Notes. None of the Company, the Information and Tabulation Agent, the Solicitation Agent, the Trustee, nor any director, officer, employee, agent or affiliate of any such person has made or will make any assessment of the merits of the Consent Solicitations or of the impact of the Consent Solicitations on the interests of the Holders either as a class or as individuals or makes any recommendation as to whether a Holder should consent to the Proposed Amendments.

There can be no assurance that the implementation of the Proposed Amendments to the Indentures will not constitute a taxable event for Holders.

For U.S. federal income tax purposes, the Company believes that the adoption of the Proposed Amendments to the Indentures, alone or together with the payment of the Consent Payment, is not expected to result in a taxable event for Holders, subject to the discussion with respect to the receipt of the Consent Payment (see “Certain Tax Consequences—Certain U.S. Federal Income Tax Considerations—Receipt of the Consent Payment”). However, these actions could be treated as significant modifications of the Notes resulting in a “deemed” exchange not treated as a recapitalization for tax purposes. If, contrary to our belief, the implementation of the Proposed Amendments to the Indentures were treated in this manner, a Holder would recognize gain or loss in an amount equal to the difference, if any, between the amount realized by such Holder in the “deemed” exchange and such holder’s adjusted tax basis in the Notes deemed to be exchanged.

During the first fiscal year in which we choose to report under GAAP, Holders will receive reports with limited comparative disclosures to the prior fiscal periods.

If the Proposed Amendments become effective and operative, we may deliver reports, as required by Section 4.9 of the 2028 Notes and 2048 Notes Indenture and Section 4.8 of the 2051 Notes Indenture, prepared in accordance with GAAP. During the first fiscal year in which we choose to report under GAAP, such reports are not required to include comparative disclosures or financial statements for the prior fiscal periods. We currently

intend to prepare our financial statements for the first three fiscal quarters of 2023 and for the year ended December 31, 2023 in accordance with GAAP. As a result, we will not be required to include comparative disclosures or financial statements for the prior fiscal periods ended in 2022 (as such prior fiscal periods' disclosures and financial statements will not be available under GAAP). However, for the fiscal periods ended in 2023, we intend to provide, as a separate schedule, the statements of profit or loss prepared in accordance with IFRS for the prior fiscal periods ended 2022, along with a narrative disclosure of the material differences (resulting from the difference in accounting frameworks applied) of such IFRS statements of profit or loss compared to the GAAP statements of profit or loss for the comparable fiscal periods ended 2023. If we continue to deliver reports under GAAP for the fiscal quarters ended in 2024 and the year ended December 31, 2024 and in subsequent years, these reports will include comparative disclosures and financial statements for the fiscal periods ended 2023 and subsequent years in accordance with GAAP.

Notwithstanding the foregoing, our delivery of the separate schedule, including reconciliations and IFRS statements of profits or loss as described above, is not required under the Indenture, and our failure to deliver such information will not result in a default or event of default under the Indenture, even if it is modified by the Proposed Amendments.

THE PROPOSED AMENDMENTS

THE FOLLOWING STATEMENTS INCLUDE SUMMARIES OF THE SUBSTANCE OR GENERAL EFFECT OF CERTAIN PROVISIONS OF EACH INDENTURE AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO SUCH INDENTURES. COPIES OF EACH INDENTURE ARE AVAILABLE FROM THE COMPANY OR THE APPLICABLE TRUSTEE UPON REQUEST. CAPITALIZED TERMS USED IN THIS SECTION BUT NOT DEFINED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN THE APPLICABLE INDENTURE.

If the Requisite Consents for a Series of Notes are obtained, and the Consent Conditions with respect to such Series of Notes are satisfied or waived, the Proposed Amendments to the applicable Indenture will be effected by, and will become effective upon, execution of a Supplemental Indenture between the Company and the Trustee. The Company expects to pay (or cause to be paid) the applicable Consent Payment to DTC for the benefit of the applicable Holders on the Settlement Date. All Holders of a Series of Notes, including non-consenting Holders, will be bound by the Proposed Amendments, if effective.

The purpose of the Consent Solicitations is to seek the Consent of Holders of each Series of Notes to the applicable Proposed Amendments. For a summary of certain tax consequences of the adoption of the Proposed Amendments and the receipt of the Consent Payment, please see “Certain Tax Consequences.”

Description of the Proposed Amendments

Set forth below are comparisons of the provisions of each Indenture that would be amended by the Proposed Amendments, and accordingly, be operative with respect to the applicable Series of Notes, with additions shown as bolded, underlined text. With respect to certain of the Proposed Amendments, where applicable, deleted text is indicated by a strikethrough (~~deletion~~). All capitalized terms used in the provisions set forth below and elsewhere in this Consent Solicitation Statement but not defined in this Consent Solicitation Statement have the respective meanings ascribed to them in the applicable Indenture.

The following description of the Proposed Amendments is qualified in its entirety by reference to the Indentures and the forms of Supplemental Indenture, copies of which may be obtained without charge from the Information and Tabulation Agent.

Definitions

GAAP

Section 1.1 (Definitions) of each Indenture will be amended by the applicable Supplemental Indenture with respect to each of the 2028 Notes and 2048 Notes Indenture and the 2051 Notes Indenture to include the following definition:

“GAAP” means generally accepted accounting principles in the United States of America as in effect from time to time, including those principles set forth in (i) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, (ii) statements and pronouncements of the Financial Accounting Standards Board, (iii) such other statements by such other entity as approved by a significant segment of the accounting profession and (iv) solely if applicable, the rules and regulations of the SEC governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC.

IFRS

The definition of “IFRS” in Section 1.1 (*Definitions*) of each Indenture will be amended by the applicable Supplemental Indenture with respect to each of the 2028 Notes and 2048 Notes Indenture and the 2051 Notes Indenture as follows:

“IFRS” means **either (i) GAAP or (ii)** International Financial Reporting Standards adopted by the International Accounting Standards Board.

IAS

Section 1.1 (Definitions) of each Indenture will be amended by the applicable Supplemental Indenture with respect to each of the 2028 Notes and 2048 Notes Indenture and the 2051 Notes Indenture to remove the following definition:

~~“IAS” means the International Accounting Standards.~~

Amendment to Reporting Covenant

Section 4.9 (*Reporting Requirements*) of the 2028 Notes and 2048 Notes Indenture and Section 4.8 (*Reporting Requirements*) of the 2051 Notes Indenture will be amended by the applicable Supplemental Indenture as follows:

(a)(ii) an English language version in electronic format of its unaudited quarterly financial statements prepared in accordance with ~~the IFRS standard IAS 34~~, promptly upon such financial statements becoming available but not later than 60 days after the close of each fiscal quarter (other than the last fiscal quarter of each fiscal year);

Effect of the Proposed Amendments

If the Proposed Amendments become effective and operative, we may deliver reports, as required by Section 4.9 of the 2028 Notes and 2048 Notes Indenture and Section 4.8 of the 2051 Notes Indenture, prepared in accordance with GAAP. During the first fiscal year in which we choose to report under GAAP, such reports are not required to include comparative disclosures or financial statements for the prior fiscal periods. We currently intend to prepare our financial statements for the first three fiscal quarters of 2023 and for the year ended December 31, 2023 in accordance with GAAP. As a result, we will not be required to include comparative disclosures or financial statements for the prior fiscal periods ended in 2022 (as such prior fiscal periods' disclosures and financial statements will not be available under GAAP). However, for the fiscal periods ended in 2023, we intend to provide, as a separate schedule, the statements of profit or loss prepared in accordance with IFRS for the prior fiscal periods ended 2022, along with a narrative disclosure of the material differences (resulting from the difference in accounting frameworks applied) of such IFRS statements of profit or loss compared to the GAAP statements of profit or loss for the comparable fiscal periods ended 2023. If we continue to deliver reports under GAAP for the fiscal quarters ended in 2024 and the year ended December 31, 2024 and in subsequent years, these reports will include comparative disclosures and financial statements for the fiscal periods ended 2023 and subsequent years in accordance with GAAP.

Notwithstanding the foregoing, our delivery of the separate schedule, including reconciliations and IFRS statements of profits or loss as described above, is not required under the Indenture, and our failure to deliver such information will not result in a default or event of default under the Indenture, even if it is modified by the Proposed Amendments.

THE CONSENT SOLICITATIONS

General

The Company is soliciting Consents from Holders of each Series of Notes, upon the terms and subject to the conditions set forth in the Consent Solicitation Statement, to the Proposed Amendments. See “Proposed Amendments.”

Holders must consent to the Proposed Amendments in their entirety.

Following the receipt of the Requisite Consents for a Series of Notes on or prior to the Expiration Date for such Notes, the Company and, upon receipt of an Officers’ Certificate and an Opinion of Counsel, the Trustee will, subject to the satisfaction or waiver of the applicable Consent Conditions, execute a Supplemental Indenture with respect to such Notes. Consents to any Proposed Amendments may not be revoked at any time after the earlier of the applicable Consent Time and the applicable Revocation Deadline for such Notes, even if such Consent Time occurs prior to the applicable Revocation Deadline for such Notes. Holders that deliver Consents after the Expiration Date for such Notes will not be entitled to receive the Consent Payment. Although each Supplemental Indenture and the related Proposed Amendments will become effective immediately upon execution at the applicable Consent Time, such Proposed Amendments shall not be operative until the applicable Consent Payment is paid to DTC for the benefit of the applicable Holders. The Company expects to pay (or cause to be paid) the applicable Consent Payment to DTC for the benefit of the applicable Holders on the Settlement Date. If the Consent Conditions are not satisfied or waived with respect to a Series of Notes, no Consent Payment with respect to such Notes will be paid to any Holder thereof.

In addition to the use of the mail, Consents may be solicited by officers and other employees of the Company and its subsidiaries without any additional remuneration, in person, or by telephone, email, facsimile or similar transmission. The Company has retained the Solicitation Agent and the Information and Tabulation Agent to aid in the solicitation of Consents.

Before, during or after the Consent Solicitations, the Parent, the Company or any of their respective affiliates may purchase Notes in the open market, in privately negotiated transactions, through tender or exchange offers or otherwise. Any future purchases will depend on various factors at that time.

The Consent Solicitations are being made to all Holders in whose name a Note was registered at the Record Date and their duly designated proxies.

Requisite Consents

The consent of the Holders of at least a majority of the aggregate outstanding principal amount of a Series of Notes is required to approve the Proposed Amendments applicable to such Notes. The occurrence of the applicable Consent Time will be promptly disclosed publicly by a press release.

Consent Payments

A Consent Payment will be a cash payment equal to in the applicable amount set forth in the table on the cover of this Consent Solicitation Statement per U.S.\$1,000 aggregate principal amount of Notes for which a Holder validly delivers and does not validly revoke Consents to the applicable Proposed Amendments on or prior to the applicable Expiration Date for such Notes, subject to satisfaction or waiver of the applicable Consent Conditions. No accrued interest will be paid in connection with the Consent Solicitations.

If, with respect to any Series of Notes, (a) the Consent Conditions are satisfied or waived, (b) such Consent Solicitation is not abandoned or terminated for any reason on or before the Expiration Date for such Notes and (c) all other terms of such Consent Solicitation set forth herein are satisfied, then:

- a Holder who validly delivers Consents to the applicable Proposed Amendments with respect to such Series of Notes on or prior to the applicable Expiration Date and does not validly revoke its Consent on or prior to the earlier of the applicable Consent Time and the applicable Revocation Deadline for such Notes will receive the applicable Consent Payment; and
- a Holder who (i) does not validly deliver Consents to the applicable Proposed Amendments with respect to such Series of Notes on or prior to the applicable Expiration Date or (ii) properly and

timely revokes Consents to the applicable Proposed Amendments will not be eligible to, and will not, receive the applicable Consent Payment.

The aggregate Consent Payment for a Series of Notes to DTC for the benefit of the applicable consenting Holders (but not to any subsequent transferees of such Notes) will be paid as specified above.

Consent Payments, Generally

Holders of a Series of Notes for which (i) no Consent is delivered on or prior to the Expiration Date for such Notes or (ii) a Consent is properly and timely revoked for such Notes will, in each case, not be eligible to, and will not, receive the applicable Consent Payment, even though the applicable Proposed Amendments, if approved, will bind all Holders of such Notes and their transferees upon the execution of the applicable Supplemental Indenture at the applicable Consent Time.

The Company will be deemed to have accepted valid and unrevoked Consents for a Series of Notes if and when the Company gives written notice to the Tabulation Agent of the Company's acceptance of such Consents pursuant to a Consent Solicitation and the Company has entered into a Supplemental Indenture with respect to such Series of Notes. Upon the terms and subject to the conditions of the applicable Consent Solicitation (including the Consent Conditions), payment of the Consent Payment with respect to the applicable Notes will be made on the Settlement Date by deposit by or on behalf of the Company of the Consent Payment with DTC, which will transmit those payments to Holders as of the Record Date who have delivered valid and unrevoked Consents to the Proposed Amendments on or prior to the applicable Expiration Date of Consents pursuant to such Consent Solicitation. A Consent Payment will not be paid to any Holder who (i) does not validly deliver Consents to the applicable Proposed Amendments with respect to such Series of Notes on or prior to the applicable Expiration Date or (ii) properly and timely revokes Consents to the applicable Proposed Amendments.

If the Consent Conditions with respect to a Series of Notes are not satisfied or waived or such Consent Solicitation is abandoned or terminated with respect to a Series of Notes for any reason on or before the Expiration Date for such Notes, the applicable Consents will be voided and no Consent Payment with respect to such Notes will be paid.

Expiration Date; Extensions; Termination

The Consent Solicitations will expire at 5:00 p.m., New York City time, on December 16, 2022. The Company reserves the right, in its sole discretion, to abandon, terminate, amend or extend any Consent Solicitation and at any time from time to time, whether or not the Requisite Consents for such Series of Notes have been received. The term "Expiration Date" shall mean the time and date on or to which a Consent Solicitation expires, which date may be terminated or extended by the Company. Subject to applicable law, the Company, in its sole discretion, may extend the Expiration Date with respect to a Series of Notes without also extending the Revocation Deadline with respect to such Series of Notes.

The termination or extension of a Consent Solicitation with respect to any Series of Notes shall be made by giving written notice to the Tabulation Agent no later than 9:00 a.m., New York City time, on the next business day after the previously announced Expiration Date for such Notes. Such announcement or notice may state that the Company is extending a Consent Solicitation for a specified period of time or on a daily basis. The failure of any Holder or Beneficial Owner of the applicable Notes to receive such notice will not affect the termination or extension of the applicable Consent Solicitation.

The Company expressly reserves the right for any reason (i) to extend, abandon, terminate or amend a Consent Solicitation at any time prior to the Expiration Date for such Series of Notes by giving written notice thereof to the Tabulation Agent and (ii) not to extend a Consent Solicitation for any Series of Notes beyond the last previously announced Expiration Date for such Notes. Any such action under the preceding clause (i) will be followed as promptly as practicable by notice thereof by press release or by other public announcement (or by written notice to the applicable Holders).

Conditions of the Consent Solicitations

The Company's obligation to pay (or cause to be paid) the applicable Consent Payment for valid and unrevoked Consents to the Proposed Amendments with respect to a Series of Notes is subject to and conditioned upon the satisfaction or waiver of each of the following (together, the "Consent Conditions"):

- the receipt of the Requisite Consents for each Series of Notes on or prior to the applicable Expiration Date for such Notes;
- the receipt of the Requisite Consents and the adoption of the Proposed Amendments with respect to each other Series of Notes; and
- the absence of any law or regulation, and the absence of any injunction or action or other proceeding (pending or threatened), that (in the case of any action or proceeding if adversely determined) would make unlawful or invalid or enjoin or delay the implementation of the applicable Proposed Amendments, the entering into of the applicable Supplemental Indenture or the payment of the applicable Consent Payment to the Holders of that Series of Notes or that would question the legality or validity thereof.

The foregoing conditions are for the sole benefit of the Company and may be asserted by the Company regardless of the circumstances giving rise to any such condition (including any action or inaction by the Company). The foregoing rights will not be deemed a waiver of any other right and each right will be deemed an ongoing right which may be asserted at any time and from time to time. The Company may in its discretion waive any condition to a Consent Solicitation with respect to a Series of Notes, but not with respect to the Consent Solicitation with respect to the other Series of Notes.

Failure to Obtain the Requisite Consents

The adoption of the Proposed Amendments for each Series of Notes is conditioned upon the receipt of the Requisite Consents and the adoption of the Proposed Amendments with respect to each other Series of Notes. In the event the Company does not waive such condition and the Requisite Consents for a Series of Notes are not obtained and such Consent Solicitation with respect to such Series of Notes expires or is terminated, the Supplemental Indentures with respect to all Series of Notes will not be executed and the related Proposed Amendments will not become effective. However, if the Company elects to waive such condition, the Supplemental Indentures with respect to any Series of Notes failing to obtain the Requisite Consents will not be executed and the related Proposed Amendments will not become effective with respect to such Series of Notes.

Consent Procedures

The delivery of Consents pursuant to the Consent Solicitations in accordance with the procedures described below will constitute a valid delivery of Consents. Any Consent delivered and validly revoked will be deemed not to have been validly delivered.

As of the Record Date, all of the Notes are held through DTC by DTC Participants. Only Holders are authorized to deliver Consents with respect to their Notes. Therefore, to deliver Consents with respect to the Notes that are held through a broker, dealer, commercial bank, trust company or other nominee, the Beneficial Owner thereof must instruct such nominee to deliver the Consents on the Beneficial Owner's behalf according to the procedures described below.

DTC has confirmed that the Consent Solicitations are eligible for DTC's ATOP. Accordingly, DTC Participants must electronically deliver a Consent to the Tabulation Agent in accordance with DTC's ATOP procedures. DTC Participants will be deemed to have delivered a Consent with respect to any such Notes for which an electronic Consent is so delivered. DTC will verify each transaction and confirm the electronic delivery of such Consent by sending an Agent's Message to the Tabulation Agent.

The term "**Agent's Message**" means a message transmitted by DTC and received by the Tabulation Agent, which states that DTC has received an express and unconditional acknowledgment from the DTC Participant delivering Consents that such DTC Participant (i) has received and agrees to be bound by the terms of the applicable Consent Solicitation as set forth in this Consent Solicitation Statement and that the Company may enforce such agreement against such DTC Participant and (ii) consents to the applicable Proposed Amendments and the execution and delivery of the applicable Supplemental Indenture as described in this Consent Solicitation Statement.

The Tabulation Agent will establish a new ATOP account or utilize an existing account with respect to the Notes at DTC (the "**Book-Entry Transfer Facility**") promptly after the date of this Consent Solicitation Statement (to the extent that such arrangement has not already been made by the Tabulation Agent), and any financial institution that is a participant in the Book-Entry Transfer Facility system and whose name appears on a security position listing as the owner of Notes may make book-entry delivery of Notes into the Tabulation Agent's

account in accordance with the Book-Entry Transfer Facility's procedures for such transfer. Delivery of documents to the Book-Entry Transfer Facility in accordance with such Book-Entry Transfer Facility does not constitute delivery to the Tabulation Agent.

The Notes for which a Consent has been delivered through ATOP as part of the Consent Solicitations prior to the applicable Expiration Date will be held under one or more temporary CUSIP numbers (i.e., Contra CUSIP) during the period beginning at the time the DTC Participant electronically delivers a Consent and ending on the earlier of (i) the applicable Consent Time or the Expiration Date and (ii) the date on which the DTC Participant validly revokes its Consent.

CONSENTS MUST BE ELECTRONICALLY DELIVERED IN ACCORDANCE WITH DTC'S ATOP PROCEDURES.

A Beneficial Owner of Notes held through a broker, dealer, commercial bank, custodian or DTC Participant must provide appropriate instructions to such person in order to cause a delivery of Consents through ATOP with respect to such Notes.

Holders desiring to deliver their Consents on or prior to the applicable Expiration Date should note that they must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such respective date. Consents not delivered on or prior to the applicable Expiration Date will be disregarded and of no effect and no Consent Payment will be payable in connection therewith. The deadlines set by any intermediary, such as a bank, broker or other nominee, and clearing system for the submission of consent instructions may be earlier than the relevant deadlines specified above.

The method of delivery of Consents through the ATOP procedures and any other required documents to the Tabulation Agent is at the election and risk of the Holder, and delivery will be deemed made only when made through ATOP in accordance with the procedures described herein. All questions as to the validity, form and eligibility (including time of receipt) regarding the consent procedures will be determined by the Company in its sole discretion, which determination will be conclusive and binding. The Company reserves the right to reject any or all Consents and revocations that are not in proper form or the acceptance of which could, in the Company's opinion or in the opinion of their counsel, be unlawful. The Company also reserves the right to waive any defects or irregularities in connection with deliveries of particular Consents and revocations. Unless waived, any defects or irregularities in connection with deliveries of Consents and revocations must be cured within such time as the Company determines. Neither the Company nor any of its affiliates, the Tabulation Agent, the Solicitation Agent, the Trustee or any other person shall be under any duty to give any notification of any such defects or irregularities or waiver, nor shall any of them incur any liability for failure to give such notification. Deliveries of Consents or revocations will not be deemed to have been made until any irregularities or defects therein have been cured or waived. The Company's interpretations of the terms and conditions of the Consent Solicitations (including this Consent Solicitation Statement and the instructions hereto) shall be conclusive and binding.

No consent form or letter of transmittal needs to be executed in relation to the Consent Solicitations or the Consents delivered through DTC. The valid electronic delivery of Consents in accordance with DTC's ATOP procedures shall constitute a written Consent to the applicable Consent Solicitation.

Only Holders of record as of the Record Date are eligible to consent to the applicable Proposed Amendments; such Holders may consent to the applicable Proposed Amendments notwithstanding that they no longer hold Notes as of the date of delivery of their Consents.

Consents may be delivered only in principal amounts equal to minimum denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof.

The method of delivery of the Consent and any other required documents to the Tabulation Agent is at the election and risk of the Holder and, except as otherwise provided in the Consent, delivery will be deemed made only when the Consent or any other required document is actually received by the Tabulation Agent on or prior to the applicable Expiration Date.

In no event should a Holder deliver Notes together with any Consent. The delivery of a Consent will not affect a Holder's right to sell or transfer the Notes. All validly delivered Consents received by the Tabulation Agent on or prior to the applicable Expiration Date will be effective notwithstanding a record transfer of such Notes subsequent to the Record Date, unless the Holder revokes such Consent prior to the earlier of the applicable Consent Time and the Expiration Date by following the procedures set forth under "Revocation of Consents"

below. The Company reserves the right (but is not obligated) to accept any Consent received by the Company, the Tabulation Agent, the Solicitation Agent or the Trustee. The Company reserves the right (but is not obligated) to accept any Consent received by any other reasonable means or in any form that reasonably evidences the giving of consent.

Revocation of Consents

Each Holder who delivers a Consent pursuant to the Consent Solicitations will agree that: (a) it will not revoke its Consent after the applicable Consent Time even if the applicable Revocation Deadline has not occurred and (b) that until the applicable Consent Time, it will not revoke its Consent except in accordance with the conditions and procedures for revocation of Consents provided below. Each properly delivered Consent will be counted, notwithstanding any transfer of the Notes to which such Consent relates, unless the procedure for revocation of Consents provided below has been followed. The Company will make prompt public disclosure by press release of the occurrence of the applicable Consent Time.

Prior to the earlier of the applicable Consent Time and the applicable Revocation Deadline for such Series of Notes, any Holder may revoke any Consent given as to its Notes or any portion of such Notes (in minimum denominations of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof). A Holder desiring to revoke a Consent must give a properly transmitted "Requested Message" through ATOP, which must be received by the Tabulation Agent through ATOP. In order to be valid, a revocation must specify the Holder in the Book-Entry Transfer Facility whose name appears on the security position listing as the owner of such Notes and the principal amount of the Notes to be revoked. A revocation of a Consent may only be rescinded by the delivery of a new Consent, in accordance with the procedures herein described by the Holder (or duly designated proxy) who delivered such revocation.

A Holder may revoke a Consent only if such revocation complies with the provisions of this Consent Solicitation Statement. A Beneficial Owner of Notes who is not the Holder as of the Record Date of such Notes must instruct the Holder of such Notes as of the Record Date to revoke any Consent already given with respect to such Notes.

The Company reserves the right to contest the validity of any revocation and all questions as to the validity (including time of receipt) of any revocation will be determined by the Company, in its sole discretion, which determination will be conclusive and binding, subject only to such final review as may be prescribed by the Trustee concerning proof of execution and ownership. Neither the Company nor any of its affiliates, the Tabulation Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities with respect to any revocation nor shall any of them incur any liability for failure to give such notification.

Once a Supplemental Indenture is executed, any applicable Consents validly given (and not previously revoked) may not be revoked and all Holders, including non-consenting holders, and their respective transferees will be bound by the terms thereof. If the applicable Consent time is earlier than the applicable Revocation Deadline, then such Consent Time will be the latest time by which Holders can revoke Consents.

Tabulation Agent and Information Agent

The Company has retained D.F. King & Co., Inc. as the Information and Tabulation Agent in connection with the Consent Solicitations. As Information Agent, D.F. King & Co., Inc. will be responsible for answering questions concerning the terms of the Consent Solicitations and providing additional copies of this Consent Solicitation Statement. As Tabulation Agent, D.F. King & Co., Inc. will be responsible for collecting Consents. D.F. King & Co., Inc. will receive a customary fee for such services and reimbursement of its reasonable out-of-pocket expenses.

Solicitation Agent

The Company has retained the Solicitation Agent to assist with respect to the Consent Solicitations. The Solicitation Agent will solicit Consents and will receive customary fees and reimbursement of its reasonable out-of-pocket expenses.

FEES AND EXPENSES

The Company will bear all fees and expenses of the Solicitation Agent and the Information and Tabulation Agent. The Company will pay all other fees and documented and reasonable out-of-pocket expenses of the Company attributable to the Consent Solicitations and the execution of the Proposed Amendments. The Company will not pay any internal or external expenses incurred by Holders or Beneficial Owners of Notes.

CERTAIN TAX CONSEQUENCES

The discussion set out below represents a summary of the anticipated tax consequences in certain jurisdictions with regard to the Proposed Amendments becoming operative and the Consent Payment. Regardless of the summaries presented below, Holders are advised to consult their own tax advisors as to the tax consequences of the Proposed Amendments becoming effective and the Consent Payment.

Certain U.S. Federal Income Tax Considerations

The following is a general summary of certain U.S. federal income tax consequences of the implementation of the Proposed Amendments to the Indentures and the payment of the Consent Payment (collectively, the “**Transactions**”) to U.S. Holders (defined below). The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or foreign tax laws are not discussed. This summary is based upon the provisions of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), U.S. Treasury Regulations promulgated thereunder (the “**Treasury Regulations**”), judicial decisions, and published rulings and administrative pronouncements of the U.S. Internal Revenue Service (the “**IRS**”), in each case in effect as of the date hereof. These authorities may change or be subject to differing interpretations. Any such change or differing interpretation may be applied retroactively in a manner that could adversely affect a Holder. We have not sought and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the Transactions.

This summary assumes that the Notes are held as “capital assets” within the meaning of Section 1221 of the Code (generally, property held for investment). In addition, this summary is not a complete analysis of all the potential tax considerations relating to the Transactions, including the impact of the Medicare contribution tax on investment income or alternative minimum tax, and does not address the tax consequences applicable to holders that are not U.S. Holders or that are subject to special tax rules, such as:

- banks, insurance companies, or other financial institutions;
- controlled foreign corporations or their shareholders;
- tax-exempt organizations;
- dealers in securities or commodities;
- U.S. expatriates;
- traders in securities that elect to use a mark-to-market method of accounting for their securities holdings;
- U.S. Holders whose functional currency is not the U.S. dollar;
- persons that hold Notes as part of a hedge, straddle, conversion transaction or other integrated transaction; or
- partnerships or other pass-through entities.

For purposes of this summary, a “U.S. Holder” is a beneficial owner of a Note that, for U.S. federal income tax purposes is or is treated as:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or

- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more “United States persons” (within the meaning of Section 7701(a)(30) of the Code) or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

If a partnership (or entity or arrangement treated as a partnership for U.S. federal income tax purposes) is the beneficial owner of any Notes, the tax treatment of a partner in such partnership will generally depend upon the status of the partner and the activities of the partnership. A partner of a partnership holding Notes is urged to consult its tax advisor regarding the tax consequences of the Transactions.

THIS SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE TRANSACTIONS IS INCLUDED HEREIN FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE, AND IS NOT A SUBSTITUTE FOR, PROFESSIONAL TAX ADVICE. HOLDERS ARE URGED TO CONTACT THEIR TAX ADVISORS REGARDING THE U.S. FEDERAL, STATE AND LOCAL AND FOREIGN TAX CONSEQUENCES OF THE TRANSACTIONS TO THE APPLICABLE HOLDER.

Characterization of the Transactions

The U.S. federal income tax consequences of the implementation of the Proposed Amendments to the Indentures and payment of the Consent Payment will depend, in part, upon whether those transactions (either individually or in the aggregate) result in a “significant modification” of any Series of Notes, and thus a deemed exchange of such Series of Notes for a new Note with respect to which gain or loss may be recognized for U.S. federal income tax purposes. The modification of the terms of a debt instrument generally is treated as a “deemed” exchange of an “old” debt instrument for a “new” debt instrument if such modification is “significant” as specially determined for U.S. federal income tax purposes. For these purposes, a modification of the terms of a debt instrument is generally “significant” if, based on all the facts and circumstances (and, subject to certain exceptions, taking into account all modifications collectively), the legal rights or obligations that are altered and the degree to which they are altered are economically significant. The applicable Treasury Regulations provide that a modification of a debt instrument that adds, deletes or alters customary accounting or financial covenants is not a significant modification. However, the Treasury Regulations do not define “customary accounting or financial covenants.” The Company intends to take the position that the Proposed Amendments, if approved, do not constitute a significant modification of any Series of Notes.

The applicable Treasury Regulations also provide that a change in the yield of a debt instrument is a “significant modification” if the yield on the modified instrument varies from the annual yield on the unmodified instrument (determined as of the date of the modification) by more than the greater of 25 basis points or 5% of the annual yield of the unmodified instrument. For purposes of determining the yield on the modified debt instrument, any payments made to a holder as consideration for the modification (like the Consent Payment), as well as certain prior consent payments or other modifications that affect the yield on the modified debt instrument, are taken into account as an adjustment to the issue price of the modified debt instrument.

The Company intends to take the position that the implementation of the Proposed Amendments to the Indentures and the payment of the Consent Payment (either individually or in the aggregate) should not cause a significant modification of any Series of Notes and therefore should not result in a deemed exchange of any Series of Notes for U.S. federal income tax purposes. Assuming such position is respected, U.S. Holders of any Series of Notes generally should not recognize income, gain or loss on any Series of Notes as a result of the Transactions (except as discussed below under “Receipt of the Consent Payment”) and should continue to have the same tax basis and holding period with respect to each Series of Notes as they had before the Transactions.

No assurance can be given that the positions described above will be accepted by the IRS or a court. Alternative characterizations could affect the character or timing of income, gain or loss recognized with respect to the Notes. Holders are urged to consult their tax advisors to determine whether the Transactions result in a significant modification for purposes of the applicable holder’s Notes.

Receipt of the Consent Payment

The U.S. federal income tax treatment of the receipt of the Consent Payment is unclear. The Consent Payment may be treated as separate consideration for consenting to the Proposed Amendments to the Indenture,

in which case a U.S. Holder would recognize ordinary income in an amount equal to the Consent Payment at the time such Consent Payment accrues or is received in accordance with a U.S. Holder's method of accounting for U.S. federal income tax purposes.

Alternatively, it is possible the Consent Payment could be treated as a payment with respect to the Notes, in which case it generally would be treated as a payment of accrued and unpaid interest (to the extent thereof) and then as a return of principal. U.S. Holders should consult their tax advisors regarding the proper U.S. federal income tax treatment of the receipt of the Consent Payment.

Information Reporting and Backup Withholding

Information reporting requirements may apply to the payment of the Consent Payment to U.S. Holders (other than certain exempt recipients). The payment of the Consent Payment to a U.S. Holder may also be subject to backup withholding unless such U.S. Holder (i) is an exempt recipient and, when required, establishes this exemption or (ii) provides a correct taxpayer identification number, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules.

Backup withholding is not an additional tax. Any amounts withheld under these rules will be allowed as a credit against such U.S. Holder's U.S. federal income tax liability and, if withholding results in an overpayment of tax, may entitle such U.S. Holder to a refund, *provided* that the required information is timely furnished to the IRS.

Certain Mexican Tax Considerations

The following is a general summary of the certain consequences, under the Mexican Income Tax Law, Federal Tax Code and rules as currently in effect, which we refer to collectively as the Mexican Income Tax Laws, all of which are subject to change or interpretation, of the implementation of the Transactions to Foreign Holders (defined below). The current tax regime could be modified in Mexico during the term of the Notes. We assume no obligation to inform about modifications in the Mexican Income Tax Laws applicable throughout the term of the Notes.

For these purposes, a "foreign holder" means a beneficial owner of the Notes that:

- is not a resident of Mexico for tax purposes;
- does not hold the Notes or a beneficial interest in the Notes through a permanent establishment in Mexico; and
- is not (a) a holder of more than 10% of our voting stock, directly or indirectly, jointly with persons related to us or individually, or (b) a corporation or other entity, more than 20% of whose stock is owned, directly or indirectly, jointly or individually by persons related to us (each a "Related Party"), that in the case of either (a) or (b), is the beneficial owner, directly or indirectly, jointly or individually with persons related to us, of more than 5% of the aggregate amount of any interest payment on the Notes.

For these purposes, persons will be related if:

- one person holds an interest in the business of the other person;
- both persons have common interests; or
- a third party has an interest in the business or assets of both persons.

According to the Mexican Income Tax Laws:

- an individual is a Mexican tax resident if the individual has established his dwelling in Mexico. When an individual, in addition to her/his dwelling in Mexico, has a dwelling in another country, the individual will be a Mexican tax resident if her/his center of vital interests is located in Mexico. This will be deemed to occur if, among other circumstances, either (i) more than 50% of the total income obtained by the individual in the calendar year is from Mexican sources or (ii) when the individual's center of professional activities is located in Mexico. State officials or state workers

will be considered resident in Mexico even if their center of vital interest is located abroad. Mexican residents who file a change of tax residence to a country or jurisdiction that does not have a comprehensive exchange of information agreement and a mutual administrative assistance in tax matters agreement with Mexico and where their income is subject to a preferential tax regime (*regimen fiscal preferente*) as defined by the Mexican Income Tax Law, will be considered residents of Mexico for tax purposes during the fiscal year of the filing of notice of such residence change and during the following five fiscal years. Unless otherwise proven, Mexican nationals are deemed residents of Mexico for tax purposes;

- a legal entity is considered a Mexican tax resident if it maintains the main place of management in Mexico or its place of effective management is situated in Mexico. Under the Mexican tax laws, the main place of management or the place of management is deemed to exist in Mexico if the person or people having the authority to decide or execute the decisions of control, management, operation or administration are in Mexico;
- a non-resident with a permanent establishment in Mexico will be required to pay taxes in Mexico in accordance with the Mexican Income Tax Law for all income attributable to such permanent establishment; and
- a non-resident without a permanent establishment in Mexico will be required to pay taxes in Mexico in respect of revenues proceeding from sources of wealth located in national territory.

THIS SUMMARY OF CERTAIN MEXICAN INCOME TAX CONSEQUENCES OF THE TRANSACTIONS IS INCLUDED HEREIN FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE, AND IS NOT A SUBSTITUTE FOR, PROFESSIONAL TAX ADVICE. HOLDERS ARE URGED TO CONTACT THEIR TAX ADVISORS REGARDING THE MEXICAN AND FOREIGN TAX CONSEQUENCES OF THE TRANSACTIONS TO THE APPLICABLE HOLDER.

Receipt of the Consent Payment by foreign holders

Receipt of the Consent Payment by foreign holders will not be subject to Mexican Income Tax withholding. Each foreign holder will be responsible for the tax obligations arising for each of them as a consequence of the Consent Payment.

Information Reporting

Information reporting requirements may apply to the payment of the Consent Payment to foreign holders.

You may direct questions concerning the terms of the Consent Solicitations and requests for additional copies of this Consent Solicitation Statement to the Information Agent at its address and telephone number set forth below. Do not contact the Company or the Parent directly.

The Information Agent and Tabulation Agent for the Consent Solicitations is:

D.F. King & Co., Inc.
48 Wall Street, 22nd Floor
New York, New York 10005
Banks and Brokers call: +1 (212) 269-5550 (collect)
All others call toll-free: +1 800-487-4870
E-mail: ienova@dfking.com

The Solicitation Agent for the Consent Solicitation is:

SMBC Nikko Securities America, Inc.
277 Park Avenue
New York, New York 10172
U.S. Toll-Free: (888) 284-9760
Collect: (212) 224-5328