MEMORANDUM OF UNDERSTANDING BETWEEN THE SECRETARIAT OF ECONOMIC DEVELOPMENT OF BAJA CALIFORNIA OF THE UNITED MEXICAN STATES AND UTAH GOVERNOR'S OFFICE OF ENERGY DEVELOPMENT

The Secretariat of Economic Development of the State of Baja California of the United Mexican States and the State of Utah's Governor's Office of Energy Development, hereinafter collectively referred to as the "Participants";

DESIRING to promote long-term collaboration for the mutual benefit of advancing infrastructure, technology and trade opportunities with the state of Baja California, including access to the export of natural energy resources of the State of Utah through the Port of Ensenada, from the State of Baja California;

WHEREAS after The Utah Governor's trade mission to Baja California in April 2018, and the subsequent meetings of the Participants, and expressed enter mutual desire to enter into a Memorandum of Understanding with the following objectives.

Article 1
Objetctives

1. To seek to expand cooperation in advancing new and existing opportunities for transport infrastructure to the Port of Ensenada and its expansion to the port of El Sauzal, both from the State of Baja California, to provide both near and long-term export solutions;

2. To encourage collaboration on energy and trade opportunities between regulators and operators in the state of Baja California and the state of Utah;

3. To coordinate to advance new relationships for energy transportation and export;

4. To help identify potential markets globally to support export from the Port of Ensenada of the State of Baja California, of Utah's natural energy resources and technologies;

5. To promote the exchange of visits by government, industry representatives and other specialists in the areas of infrastructure, transportation, exports and energy;

6. Any other area, within the framework of this MoU, jointly decided among the Participants.

Article II
Mutual Respect

The Participants undertake to carry out the actions referred to in Article I of this MoU with absolute respect for their respective competencies, regulations and directives of their Government.

Article III
Financing

Participants will be responsible for financing their respective activities associated with the activates they may undertake in advancing the mutually beneficial activities expressed in this MOU.

Article IV
Participation of Other Institutions

The Participants, if deemed appropriate, may encourage the participation of other public or private institutions, whose activities have a direct impact on the areas of cooperation, with the purpose of strengthening and expanding the mechanisms that support the effective implementation of this MoU.

Article V
Final Provisions

This MOU will become effective as of the date of this signature and will be valid until the present government concludes.

This MoU may be modified by mutual consent of the Participants, formalized through written communications specifying the date of entry into force.

If one of the participants expresses his decision to terminate the present MoU, he may do so at any time by written communication addressed to the other one thirty (30) days in advance.

The present MoU does not create any legally binding right or obligation for any of the Participants.

Signed in the city of Ensenada, Baja California, the 23rd. of august in two original copies English and Spanish Language, all texts being equally valid.

For the Secretariat of Economic Development of the State of Baja California, of the United Mexican States

Carlo Humberto Bonfante Olache
Secretary of Economic Development

For the State of Utah, Governor's Office of Energy Development

Laura Nelson
Governor's Energy Advisor
Governor's Energy Development Office