

**UNDER THE CONVENTION ON THE SETTLEMENT OF INVESTMENT DISPUTES
BETWEEN STATES AND NATIONALS OF OTHER STATES AND THE
INSTITUTION RULES AND ARBITRATION RULES OF THE INTERNATIONAL
CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES, CHAPTER 11 OF THE
NORTH AMERICAN FREE TRADE AGREEMENT, AND
CHAPTER 14 OF THE UNITED STATES-MEXICO-CANADA AGREEMENT**

FINLEY RESOURCES, INC.
MWS MANAGEMENT, INC.
PRIZE PERMANENT HOLDINGS, LLC

Claimants

v.

THE UNITED MEXICAN STATES

Respondent

EXHIBIT 1

PROOF OF CLAIMANTS' UNITED STATES NATIONALITY

Andrew B. Derman
Andrew Melsheimer
Gabriel Ruiz
TJ Auner
Julia Segovia

Thompson & Knight LLP
1722 Routh Street, Suite 1500
Dallas, Texas 75201
1.214.969.1700

ATTORNEYS FOR CLAIMANTS

FILED
In the Office of the
Secretary of State of Texas

SEP 20 1993

Corporations Section

ARTICLES OF INCORPORATION
OF
OROGENY CORP.

The undersigned natural person of the age of eighteen years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Corporation Act, adopts the following Articles of Incorporation for the OROGENY CORP. (the "Corporation").

ARTICLE ONE

The name of the Corporation is OROGENY CORP.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The Corporation is organized for the transaction of any and all lawful business for which a corporation may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The Corporation shall have authority to issue an aggregate of 1,000,000 shares without par value.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand Dollars (\$1,000.00), consisting of money, labor done, or property actually received.

1 1 7 2 5 0 0 1 1 0

ARTICLE SIX

The address of its registered office is 3400 City Center Tower II, 301 Commerce Street, Fort Worth, Texas 76102, and the name of its registered agent at that address is James D. Finley.

ARTICLE SEVEN

The number of directors constituting the initial board of directors is one, and the name and address of the person who is to serve as director until the first annual meeting of the shareholders or until his successor is elected and qualified is:

James D. Finley	3400 City Center Tower II
	301 Commerce Street
	Fort Worth, Texas 76102

ARTICLE EIGHT

Section 1. Directors shall be elected by plurality vote. Cumulative voting shall not be permitted. No shareholder or other person shall have any pre-emptive right whatsoever.

Section 2. The power to alter, amend, or repeal the Bylaws is hereby vested in the Board of Directors.

Section 3. The Corporation may, directly or indirectly, purchase its own shares to the extent of the aggregate of unrestricted capital surplus available therefor and unrestricted reduction surplus available therefor.

ARTICLE NINE

Section 1. The Corporation shall indemnify any present or former director, officer, agent, or employee of the Corporation, and any person who may have served at the Corporation's request as a director, officer, agent, or employee of another

corporation, to the fullest extent permitted by Art. 2.02-1 of the Texas Business Corporation Act, as it may be amended from time to time. These rights of indemnification and reimbursement shall not be exclusive of any other rights to which such person may be entitled by law, agreement, shareholders' vote, or otherwise.

Section 2. A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except that this article does not eliminate or limit the liability of a director for:

(a) a breach of a director's duty of loyalty to the Corporation or its shareholders;

(b) an act or omission not in good faith that constitutes a breach of duty of the director or that involves intentional misconduct or a knowing violation of the law;

(c) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or

(d) an act or omission for which the liability of a director is expressly provided for by statutes.

ARTICLE TEN

In accordance with Article 9.10 of the Texas Business Corporation Act, any action required or permitted to be taken at any annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if a

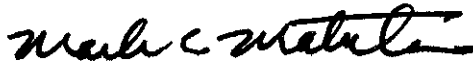
consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

ARTICLE ELEVEN

The name and address of the incorporator is:

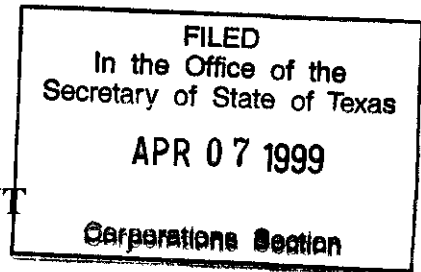
Mark C. Matula	Harris, Finley & Bogle, P.C.
	3100 Continental Plaza
	Fort Worth, Texas 76102

Signed on September 17, 1993.



Mark C. Matula

16b.383/PDBjmc



**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION**

Pursuant to the provisions of article 4.04 of the Texas Business Corporation Act, the undersigned corporation adopts the following articles of amendment to its articles of incorporation

ARTICLE ONE

The name of the corporation is Orogeny Corporation

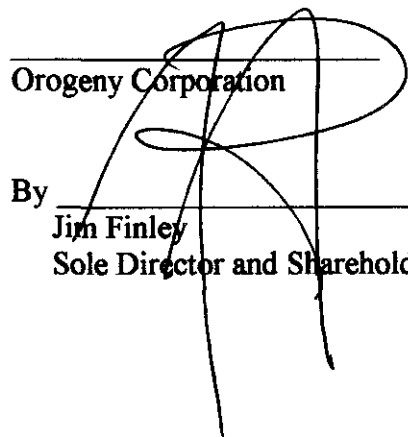
ARTICLE TWO

The following amendment to the articles of incorporation was adopted by the shareholders of the corporation on February 4, 1999. The articles of incorporation are amended to change the name of Orogeny Corporation to Finley Resources Inc

ARTICLE THREE

The amendment was adopted by written consent of all shareholders in accordance with article 9.10 of the Texas Business Corporation Act, and any written notice required by such article has been given. The amendment was adopted by a majority vote of the board of directors on February 4, 1999 and no shares have been issued

Dated April 5th, 1999

Orogeny Corporation
By 
Jim Finley
Sole Director and Shareholder



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

MWS MANAGEMENT, INC.
CHARTER NUMBER 01626656

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED MAY 2, 2001

EFFECTIVE MAY 2, 2001




Henry Cuellar, Secretary of State

ARTICLES OF INCORPORATION
OF
MWS MANAGEMENT, INC.

FILED
In the Office of the
Secretary of State of Texas

MAY 02 2001

Corporations Section

I, the undersigned natural person of the age of eighteen (18) years or more, being a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

NAME

The name of the Corporation is **MWS Management, Inc.**

ARTICLE II

DURATION

The period of duration of the Corporation is perpetual.

ARTICLE III

PURPOSES

The purpose for which the Corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE IV

CAPITAL STOCK

A. The maximum number of shares of capital stock which the Corporation is authorized to issue or to have outstanding at any time shall be 100,000 shares, consisting of 100,000 shares of Common Stock of the par value of \$0.01 each.

B. No shareholder of the Corporation shall, by reason of his holding shares of any class of the Corporation, have any preemptive or preferential right to purchase or subscribe to any shares of any class of the Corporation now or hereafter authorized.

C. No shareholder shall have the right to cumulate his votes at any election for directors of the Corporation.

ARTICLE V

LIABILITY OF DIRECTORS

Except as may be otherwise provided in Article 2.41 of the Texas Business Corporation Act, and subject to Article 2.35-1 of the Texas Business Corporation Act, no contract, act or transaction of the Corporation with any person or persons, firm, trust or association, or any other corporation, shall be affected or invalidated by the fact that any director, officer or shareholder of the Corporation is a party to or is interested in such contract, act or transaction, or in any way connected with any such person or persons, firm, trust or association, or is a director, officer or shareholder of or otherwise interested in any such other corporation, nor shall any duty to pay damages on account to the Corporation be imposed upon such director, officer or shareholder of the Corporation solely by reason of such fact, regardless of whether the vote, action or presence of any such director, officer or shareholder may be, or may have been, necessary to obligate the Corporation on or in connection with such contract, act or transaction, provided that if such vote, action or presence is, or shall have been, necessary, such interest or connection (other than an interest as a non-controlling shareholder of any such other corporation) be known or disclosed to the Board of Directors of the Corporation.

To the fullest extent permitted by the Texas Miscellaneous Corporation Laws Act or the Texas Business Corporation Act, as such statutes now or hereafter exist, a director of the Corporation shall not be liable to the Corporation or to its shareholders for monetary damages for an act or omission in the director's capacity as a director. Any amendment to these articles of incorporation by the shareholders of the Corporation which would repeal or modify this paragraph shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VI
INDEMNIFICATION AND INSURANCE

The Corporation shall indemnify (and may insure) any person who (i) is or was a director, officer, employee, or agent of the Corporation or (ii) while a director, officer, employee, or agent of the Corporation, is or was serving as a nominee or designee at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may or is required to grant indemnification to a director under the Texas Business Corporation Act; notwithstanding, however, that the Corporation may indemnify an officer, employee or agent, or person who is identified in (ii) of the first clause of this Article VII as a nominee or designee and who is not a director to such further extent, consistent with law, as may be provided by these articles of incorporation, the Corporation's bylaws, general or specific action of its board of directors or by contract or as otherwise permitted or required by law.

ARTICLE VII
MINIMUM CAPITAL

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1,000, consisting of money, labor done, or property actually received.

ARTICLE VIII
REGISTERED AGENT

The address of its initial registered office is 1308 Lake Street, Suite 200, Fort Worth, Texas 76102, and the name of its initial registered agent at such address is James D. Finley.

ARTICLE IX

INITIAL BOARD OF DIRECTORS

The number of directors shall be fixed by the bylaws of the Corporation and until changed in accordance with the manner prescribed by the bylaws shall be not less than one (1). The names and addresses of those who are to serve as directors until the first annual meeting of shareholders, or until their successors be elected and qualified, are as follows:

<u>Name</u>	<u>Address</u>
James D. Finley	1308 Lake Street Suite 200 Fort Worth, Texas 76102

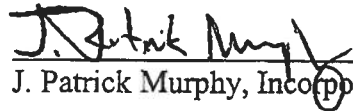
ARTICLE X

INCORPORATOR

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
J. Patrick Murphy	120 West 3rd Street Suite 300 Fort Worth, Texas 76102

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of April, 2001.



J. Patrick Murphy, Incorporator

ARTICLE IX

INITIAL BOARD OF DIRECTORS

The number of directors shall be fixed by the bylaws of the Corporation and until changed in accordance with the manner prescribed by the bylaws shall be not less than one (1). The names and addresses of those who are to serve as directors until the first annual meeting of shareholders, or until their successors be elected and qualified, are as follows:

<u>Name</u>	<u>Address</u>
James D. Finley	1308 Lake Street Suite 200 Fort Worth, Texas 76102


ARTICLE X

INCORPORATOR

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
J. Patrick Murphy	120 West 3rd Street Suite 300 Fort Worth, Texas 76102

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of April, 2001.



J. Patrick Murphy, Incorporator



The State of Texas

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Phone: 512-463-5555
Fax: 512-463-5709
Dial 7-1-1 For Relay Services
www.sos.state.tx.us

John Steen
Secretary of State

Requested for use in MEXICO
Not for use within the United States of America.
The purpose of the Apostille is to certify the authenticity of the signature of the official signing the document, the capacity in which the official signing the document has acted, and, where applicable, the existence of the official or stamp.

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

Re: Original Documents

Dear Sir or Madam:

The attached certificate is an original certificate issued by the Secretary of State. Original certificates issued by the Secretary of State are electronically generated. Consequently, such original certificates are in black and white without gold or raised seals, and they bear the electronic signature of the named Secretary of State.

If you have any questions regarding this matter, please call me at 512-463-5578.

Very Truly Yours,

Renee Dehoyoz
Certifying Department
Office of the Texas Secretary of State



Lorna Wandauf

Director, Business & Public Filings Division

To verify this Apostille, please visit <http://www.sos.state.tx.us/Certificates/Validation/Validate.asp>



Office of the Secretary of State

Requested for use in MEXICO

Not for use within the United States of America.

The purpose of the Apostille is to certify the authenticity of the signature of the official signing the document, the capacity in which the official signing the document has acted, and, where appropriate, the identity of the seal or stamp.

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

- | | |
|------------------------------|--------------------------|
| 1. Country: | United States of America |
| This Public document | |
| 2. has been signed by | John Steen |
| 3. acting in the capacity of | Secretary of State |
| 4. bears the seal/stamp of | State of Texas |

CERTIFIED

- | | |
|--|--|
| 5. at Austin, Texas | |
| 6. on May 30, 2013 | |
| 7. by the Director, Business & Public Filings Division | |
| 8. Certificate No. C00012357 | |
| 9. Seal | |
| 10. Signature: | |



10. Signature:

Lorna Wandsdorf

Director, Business & Public Filings Division

To verify this Apostille please visit <http://direct.sos.state.tx.us/CertificateValidation/Validate.asp>



Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

Prize Permanent Holdings, LLC
Filing Number: 801412532

Certificate of Formation
Certificate of Correction

April 14, 2011
May 26, 2011

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 30, 2013.



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State

RECEIVED

APR 14 2011

Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

APR 14 2011

**Certificate of Formation
of
PRIZE PERMANT HOLDINGS, LLC**

Corporations Section

A Texas Series Limited Liability Company

Section 1.01 Introduction and Preliminary Statements

The undersigned Organizer, desires to form a Series Limited Liability Company pursuant to the Laws of the State of Texas by delivering in duplicate to the Secretary of State of the State of Texas this Certificate of Formation, in accordance with the provisions of Chapters 3 and 101 of the Texas Business Organizations Code and Subchapter M of Chapter 101 of the Texas Business Organizations Code hereinafter referred to as the "Code".

Section 1.02 Name

The name of the limited liability company, referred to as the "Company", is:

PRIZE PERMANT HOLDINGS, LLC,
(A Texas Series Limited Liability Company)

Section 1.03 Duration

The Company shall exist for a perpetual duration from the date of filing this Certificate of Formation with the Secretary of State of the State of Texas, unless dissolved according to law. **The Company may only be dissolved upon the unanimous vote of all classes of all membership shares outstanding.**

Section 1.04 Objects and Purposes

- A. The nature of the business and the objects and purposes to be transacted, promoted or carried on, and for which the Company is organized, are as follows: to carry on and engage in and conduct any lawful business or investment activities, and exercise all of the powers, rights and privileges which a Series Limited Liability Company organized under the Code may have and exercise.
- B. To enter into general or limited partnership agreements and to act as a general or limited partner. This Series Limited Liability Company may enter into other Series Limited Liability Company agreements and may act as a manager or member manager of other limited liability companies.

RECEIVED

APR 14 2011

Secretary of State

**PRIZE PERMANT HOLDINGS, LLC,
A Texas Series Limited Liability Company
Certificate of Formation**

Section 1.05 MEMBERSHIP SHARES

The aggregate number of membership shares, which the Company shall have authority to issue, is **Three Million (3,000,000)-membership shares**, to be issued in **three (3) classes** as follows:

- A. The first class shall be One Million (1,000,000) membership shares of Class A no par value Common Membership Shares, which class shall have all voting privileges.**
- B. The second class shall be One Million (1,000,000) membership shares of Class B no par value Common Membership Shares, and these membership shares shall not have any voting privileges, except to vote upon the dissolution of the Company.**
- C. The third class shall be One Million (1,000,000) membership shares of Class C \$1.00 par value Preferred Membership Shares, and these membership shares shall not have any voting privileges, except to vote upon the dissolution of the Company.**

Section 1.06 LIMITATIONS ON CUMULATIVE VOTING

Only the initial Class A voting membership shares of the Company named in the minutes of the organizational meeting and anyone who acquires their shares from them by gift, bequest, devise, or inheritance shall be entitled to cumulate their votes in the election of Managers. Only such members described in the preceding sentence shall have the right to enter into voting agreements.

Section 1.07 LIMITATIONS ON PREEMPTIVE RIGHTS

Only the initial members of the Company named in the minutes of the organizational meeting and anyone who acquires their memberships from them by gift, bequest, devise, or inheritance shall have preemptive rights to acquire additional, un-issued or treasury memberships of the Company, or securities of the Company convertible into or carrying a right to subscribe to or acquire memberships of the Company. The Managers shall have the power to restrict the transfer of memberships and to enter into transfer restriction agreements with the members.

Section 1.08 Principal Place of Business

The principal place of Business of the Company is:

Physical Address:
182 E Edgewood Place
San Antonio, Texas 78209

Mailing Address:
182 E Edgewood Place
San Antonio, Texas 78209

Section 1.09 Registered Agent and Registered Office

The name of the initial registered agent is LUIS OSEGUERA KERNION and the original registered addresses are as follows:

Physical Address:
182 E. Edgewood Place
San Antonio, Texas 78209

Mailing Address:
182 E. Edgewood Place
San Antonio, Texas 78209

Section 1.10 Registered Agent Consent

I, LUIS OSEGUERA KERNION, a natural person and resident of Texas, accept the appointment as agent of PRIZE PERMANT HOLDINGS, LLC, a Texas Limited Liability Company, upon whom process, notices and demands may be served, whose principal place of business and records are located at the address stated above. I understand that as agent it will be my responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of my resignation or any changes in the Registered Office Address.

Dated: February 25, 2011.

/s/ Luis Oseguera Kernion
LUIS OSEGUERA KERNION, Registered Agent

Section 1.11 Name and Address of Organizer

LUIS OSEGUERA KERNION, 182 E. Edgewood Place, San Antonio,
Texas 78209

Section 1.12 Additional Members

The Company shall have the right to admit additional Members or Series of Members to the Company in accordance with the terms and conditions of the Company's Master Operating Agreement. Any Member or Series Member who is subsequently admitted as a Member or Series Member of the Company shall have all of the rights and obligations of a Member or Series Member under the Master Operating Agreement. Any transferee of a Member's Interests or of a Series Member's interest in the Company shall be treated as an Assignee until such time as that transferee is admitted as an Additional or Substitute Member or Series Member, if ever, in accordance with the terms of the Master Operating Agreement.

Section 1.13 Continuation of Business

In the event of the death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy, of a Member or Series Member, or the occurrence of an event, which terminates the continued membership of a Member or Series Member in the Company or

in a Series Company, the remaining Members or Series Member and Managers of the Company or Series Company shall have the right to continue the business of the Company in accordance with the terms of the Master Operating Agreement. In the event that the remaining Members or Series Member and Managers fail to continue the business of the Company or Series Company in accordance with the terms of the Master Operating Agreement, the Company or Series shall be dissolved and liquidated in accordance with the provisions of the Code and the Master Operating Agreement.

Section 1.14 Master Operating Agreement and Authority

The manner in which the Company conducts its business and affairs, the duties and authority of its Members and Managers and the rights and obligations of its Members and Managers to the extent not expressly required by and provided for in the Code, shall be set forth in the Master Operating Agreement adopted by the initial Members and Managers of the Company. Said Master Operating Agreement may from time to time be amended in accordance with the provisions contained therein.

Section 1.15 SERIES OF LIMITED LIABILITY COMPANIES

The Company may have one or more Series of Limited Liability Companies pursuant to Subchapter M of Chapter 101 of the Texas Business Organization Code, and the debts, liabilities, obligations, and expenses incurred, contracted for, or otherwise existing with respect to a particular series shall be enforceable against the assets of that series only, and shall not be enforceable against the assets of the limited liability company generally or any other series. None of the debts, liabilities, obligations, and expenses incurred, contracted for, or otherwise existing with respect to the limited liability company generally or any other series shall be enforceable against the assets of a particular series.

The Company agreement shall contain a statement to the effect of the limitations on liability. A new series company may be formed at any time and any series company may be dissolved at any time with no effect on the existence or continued existence of any other series company or the Company generally. Each series company shall maintain separate books, records and accounts. The assets of each series company shall be held separately from the assets of any other series company or the Company generally. The terms of the Master Operating Agreement shall apply to each series company created unless specifically modified in the Appendix of the Master Operating Agreement for the particular series company, or a specific Master Operating Agreement for the particular series company is so authorized and executed by its Members. Further rights powers and duties of any series company shall be set forth in the Master Operating Agreement and established as provided in the Master Operating Agreement.

Section 1.16 Management

The business of the Company shall be conducted under the management of its Manager who shall have exclusive authority to act for the Company in all matters. The authorities

and duties of the Manager will be set forth in the Master Operating Agreement name and address of the initial Manager is:

LOK TRUST

182 E Edgewood Place, San Antonio, Texas 78209

Section 1.17 Indemnification and Liability

The Company shall indemnify any manager, officer or employee, or former manager, officer or employee of the Company, or any person who may have served at its request as a manager, officer or employee of another company in which it owns or has owned membership shares or shares of stock, or of which it is a creditor, against expenses actually and necessarily incurred by him or her and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a manager, officer or employee (whether or not a manager, officer or employee at the time such costs or expenses are incurred by or imposed upon him or her) except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his or her duty. The Company may also reimburse to any manager, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of a committee of the managers not involved in the matter of controversy, whether or not a quorum, that it was to the interest of the Company that such settlement be made and that such manager, officer or employee was not guilty of gross negligence or willful misconduct. These rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such manager, officer or employee may be entitled by law under any Bylaw, agreement, vote or members or otherwise.

Section 1.18 Transferability of Interest

Except as otherwise provided herein, a membership interest or series membership interest may not be transferred, assigned, sold or conveyed without the unanimous approval of all members. A membership interest or series membership interest may be transferred without the consent of any other member by gift to a member of the member's immediate family, or a trust created for the benefit of a member or a member's immediate family, or to an I.R.C. §501(c)(3) entity, or to an I.R.C. §664 charitable remainder trust.

Section 1.19 LIMITATIONS OF LIABILITY OF MANAGERS

No manager of this Series Limited Liability Company or any Series Company shall be liable to the Series Limited Liability Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except for liability of a manager for (i) a breach of a manager's duty of loyalty to the Company or its members, (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Series Limited Liability Company or an act or omission which involves intentional misconduct or a knowing violation of the law, (iii) a transaction from which a manager

received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's position, or (iv) an act or omission for which the liability of a manager is expressly provided for by an applicable statute. If the Texas Business Organization Code, or other applicable law as it now exists or as it may hereafter be so amended to authorize action further eliminating or limiting the liability of managers, then the liability of a manager of the Series Limited Liability Company shall be eliminated or limited to the fullest extent permitted by the Texas Business Organization Code, or other applicable law, as it now exists or as it may hereafter be so amended.

Any repeal or modification of the foregoing paragraph by the members shall not adversely affect any right or protection of a manager existing at the time of such repeal or modification.

Section 1.20 LEGENDS ON MEMBERSHIP CERTIFICATES

The membership interest certificates shall bear a legend substantially as follows:

"The transfer of this membership interest is restricted under the terms of a Membership Redemption and Buy-Sell Agreement between the holder of this certificate and the Company and other Members. The Company and Members are Offerees under the agreement and as such they have a first lien on all membership interest and have the right to purchase membership interest before any membership interest may be offered to anyone else. Membership interest may not be sold, transferred, assigned, given away, pledged, encumbered, or otherwise disposed of except in strict accordance with the terms of that agreement, and no transfer will be recognized by the Company until counsel to the Company is satisfied there is no violation of the Security Acts, the other Members consent to the transfer, or both."

"A copy of said Membership Redemption and Buy-Sell Agreement will be furnished without charge to the holder of this certificate upon receipt by the Company at its principal place of business or registered office of a written request from the holder hereof requesting such a copy."

Section 1.21 CONDUCT AND CONFLICTS OF INTEREST ON MANAGERS

A. Prudent Conduct of Officers and Managers.

No person shall be liable to the Company for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a manager or officer of the Company in good faith, if such person exercised or used the same degree of care and skill as a prudent man would have exercised or used in the circumstances in the conduct of his own affairs.

B. Contracts with Interested Managers and Others.

No contract or other transaction between the Company and any other company and no other act of the Company with relation to any other company shall, in the absence of fraud, in any way be invalidated or otherwise affected by the fact that any one or more of the managers of the Company are pecuniarily or otherwise interested in, or are managers or officers of such other company.

1. Any manager of the Company may vote upon any contract or other transaction between the Company and any subsidiary or affiliated Series Limited Liability Company or partnership without regard to the fact that he is also a manager or partner or member of such subsidiary or affiliated limited liability company or partnership.
2. Any manager of the Company individually, or any firm or association of which any manager may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the company, provided that the fact that he individually or as a member of such firm or association is such a part or so interested shall be disclosed or shall have been known to the Managers or a majority of such members thereof as shall be present at any meeting of the Managers at which action upon any such contract or transaction shall be taken.
3. In any case described in this Article, any such manager may be counted in determining the existence of a quorum at any meeting of the Managers which shall authorize any such contract or transaction and may vote thereat to authorize any such contract.

IN WITNESS WHEREOF the undersigned forms this limited liability company on this date:

Executed on February 25, 2011



LUIS OSEGUERA KERNION, Organizer

**PRIZE PERMANT HOLDINGS, LLC,
A Texas Series Limited Liability Company
Certificate of Formation**

Page - 7 of 7

Form 403
(Revised 12/09)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: \$15



This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
MAY 26 2011
Corporations Section

Certificate of Correction

Entity Information

1. The name of the filing entity is:

Prize Permant Holdings, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the certificate of correction corrects the name of the entity, state the present name and not the name as it will be corrected.

The file number issued to the filing entity by the secretary of state is: 801412532

Filing Instrument to be Corrected

2. The filing instrument to be corrected is : Certificate of Formation

The date the filing instrument was filed with the secretary of state: 4-14-2011

mm/dd/yyyy

Identification of Errors and Corrections

(Indicate the errors that have been made by checking the appropriate box or boxes; then provide the corrected text.)

☒ The entity name is inaccurate or erroneously stated. The corrected entity name is:

Prize Permanent Holdings, LLC

☐ The registered agent name is inaccurate or erroneously stated. The corrected registered agent name is:

Corrected Registered Agent
(Complete either A or B, but not both.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First

Middle

Last Name

Suffix

The person executing this certificate of correction affirms that the registered agent, whose name is being corrected by this certificate, consented to serve as registered agent at the time the filing instrument being corrected took effect.

☐ The registered office address is inaccurate or erroneously stated. The corrected registered office address is:

Corrected Registered Office Address

Street Address (No P.O. Box)	City	State	Zip Code
		TX	

☐ The purpose of the entity is inaccurate or erroneously stated. The purpose is corrected to read as follows:

☐ The period of duration of the entity is inaccurate or erroneously stated.
The period of duration is corrected to read as follows:

Identification of Other Errors and Corrections

(Indicate the other errors and corrections that have been made by checking and completing the appropriate box or boxes.)

☐ **Other errors and corrections.** The following inaccuracies and errors in the filing instrument are corrected as follows:

☐ **Add** Each of the following provisions was omitted and should be added to the filing instrument. The identification or reference of each added provision and the full text of the provision is set forth below.

☐ **Alter** The following identified provisions of the filing instrument contain inaccuracies or errors to be corrected. The full text of each corrected provision is set forth below:

☐ **Delete** Each of the provisions identified below was included in error and should be deleted.

☐ **Defective Execution** The filing instrument was defectively or erroneously signed, sealed, acknowledged or verified. Attached is a correctly signed, sealed, acknowledged or verified instrument.

Statement Regarding Correction

The filing instrument identified in this certificate was an inaccurate record of the event or transaction evidenced in the instrument. contained an inaccurate or erroneous statement, or was defectively or erroneously signed, sealed, acknowledged or verified. This certificate of correction is submitted for the purpose of correcting the filing instrument.

Correction to Merger, Conversion or Exchange

The filing instrument identified in this certificate of correction is a merger, conversion or other instrument involving multiple entities. The name and file number of each entity that was a party to the transaction is set forth below. (If the space provided is not sufficient, include information as an attachment to this form.)

Entity name

SOS file number

Entity name

SOS file number

Effectiveness of Filing

After the secretary of state files the certificate of correction, the filing instrument is considered to have been corrected on the date the filing instrument was originally filed except as to persons adversely affected. As to persons adversely affected by the correction, the filing instrument is considered to have been corrected on the date the certificate of correction is filed by the secretary of state.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date:

24/MAY/2011

By:

Signature of authorized person

Luis Oseguera Kernion

Printed or typed name of authorized person (see instructions)