



FINANCING

In connection with item VI of the Agenda included in the call for an Ordinary General Shareholders' Meeting of Vista Oil & Gas, S.A.B. de C.V. (the "Company") to be held at 10:00 hours on April 25, 2019, in Mexico City, United Mexican States, corporate domicile of the Company, in the meeting room located at Torre Virreyes, Pedregal No. 24, 24th Floor, Colonia Molino del Rey, Zip Code 11040, Miguel Hidalgo (the "Annual Ordinary General Shareholders' Meeting"), published by the Company on April 9th, 2019, we hereby inform that we intend to submit for consideration of the shareholders of the Company in attendance at such Annual Ordinary General Shareholders' Meeting, in accordance with Article 47 of the Securities Market Law (*Ley del Mercado de Valores*) and Article Eighteenth, section IX of the Company's current by-laws, the following:

- (i) the execution by the Company or by any entity controlled by the Company, in the course of the fiscal year of 2019, of one or more financing transactions of any kind, for a total principal amount (without considering fees, expenses, commissions or accessories of any kind) denominated in dollars, legal currency of the United States of America, for a net amount of up to US\$500,000,000.00 or its equivalent in any other currency, irrespective if carried out simultaneously or successively but considered together on an aggregate basis based on certain shared characteristics, if appropriate, provided that such financings are additional to the current debt or loans of the Company or of any entity controlled by the Company as of the date of the Annual Ordinary General Shareholders' Meeting and, consequently, such net amount will not be considered as used or borrowed to the extent that the financing proceeds authorized by the Annual Ordinary General Shareholders' Meeting are used to pay existing debt or loans (hereinafter, the "Financing");
- (ii) the negotiation, subscription, ratification, signature, delivery, endorsement (*endoso*), granting, execution, creation, appearance and/or fulfillment by the Company and/or any entity controlled by the Company, from time to time and in any capacity (including, but not limited to, debtor, joint or several obligor or guarantor), together with its respective exhibits and supplements and as amended (partially or totally), supplemented, or otherwise reformed or amended and restated, as appropriate, of any and all contracts, agreements, documents, certificates, collateral agreements of any kind (including collateral over assets, personal guarantees, any other kind of collateral, in any degree of priority and over the assets, property and/or rights of the Company and/or any entity controlled by the Company, as appropriate), entries, negotiable instruments, consents, waivers, public and/or private instruments, notices, notifications, summons, appearances, powers of attorney, requests and other documents, as well as the performance of any action, resulting from or related to the Financing (or with any of the aforementioned documents), in each case, as necessary or convenient to execute and/or secure the obligations under the Financing by the Company and/or any entity controlled by the Company.