

**EXHIBIT G  
OPERATING AGREEMENT**

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
EOX EXCHANGE LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

**MAY 8, 2013**

The undersigned sole member (the "Member") hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "Act"), and hereby declares the following to be the Limited Liability Company Agreement (the "Agreement") of such limited liability company. Certain defined terms are set forth in Schedule I attached hereto. Other defined terms are set forth in the body of this Agreement.

**SECTION 1. Formation.** The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the "Certificate") on even date herewith under and pursuant to the Delaware Limited Liability Company Act (the "Act"). To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement, to the extent permitted by the Act, shall control.

**SECTION 2. Company Name.** The business of the Company shall be conducted under the name of "EOX EXCHANGE LLC" and under such name or such assumed names as the Manager deems necessary or appropriate to comply with the requirements of any other jurisdiction in which the Company may be required to qualify.

**SECTION 3. Term.** The term of the Company shall continue in full force and effect until the dissolution, winding up and termination of the Company in accordance with Section 11.

**SECTION 4. Purpose and Powers.** The purpose of the Company is to engage in any activity for which limited liability companies may be organized in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

**SECTION 5. Registered Office.** The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Member may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records there. The Company may have such other offices as the Member may designate from time to time.

**SECTION 6. Registered Agent.** The registered agent of the Company for service of process on the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other person or entity as the Member may designate from time to time in the manner provided by law.

**SECTION 7. Members.** The name and mailing address of the Member is:

OTC Global Holdings LP  
5151 San Felipe, Suite 2200  
Houston, Texas 77056

The Member was admitted to the Company as a member of the Company upon its execution of a counterpart signature page to this Agreement.

**SECTION 8. Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member, and the Member may make all decisions and take all actions for the Company. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Member herein set forth.

**SECTION 9. Limited Liability.** The Member shall have no liability for the obligations of the Company except to the extent required by the Act.

**SECTION 10. Amendment.** This Agreement may be amended only in a writing signed by the Member.

**SECTION 11. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS, RULES OR PRINCIPLES THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

**SECTION 12. Severability.** Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

**SECTION 13. Further Assurances.** The party hereto shall execute and deliver all documents, provide all information, and take or refrain from taking such actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement.

**SECTION 17. Successors and Assigns.** Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Company and its successors and assigns and the Member and its respective successors and assigns, so long as it holds membership interests.

\* \* \* \*

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

**SOLE MEMBER:**

**OTC GLOBAL HOLDINGS LP**  
a Delaware limited partnership

**By its General Partner, OTC Energy GP LLC**



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E. Javier Loya, Manager